

PROSPECTUS

March 2017

BBVA CONSUMO 9 FONDO DE TITULIZACIÓN

ISSUE OF ASSET-BACKED BONDS
EUR 1,375,000,000

		<u>DBRS / MOODY'S / SCOPE</u>
Series A	EUR 1,251,200,000	A (sf) / A3 (sf) / AA-SF
Series B	EUR 123,800,000	BB (sf) / - / B-SF

Backed by receivables assigned by



Lead Manager and Subscriber



Paying Agent



Fund established and managed by



Prospectus entered in the Registers of the Comisión Nacional del Mercado de Valores
on March 23, 2017

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This document is a prospectus (the “**Prospectus**”) registered at the Comisión Nacional del Mercado de Valores (*National Securities Market Commission*) (the “**CNMV**”), as provided for in Commission Regulation (EC) no. 809/2004 of April 29, 2004, implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements, as currently worded (“**Regulation 809/2004**”) and Royal Decree 1310/2005, November 4, partly implementing Securities Market Act 24/1988, July 28, in regard to admission to trading of securities in official secondary markets, public offerings for sale or subscription and the prospectus required for that purpose, as currently worded (“**Royal Decree 1310/2005**”), and comprises:

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

RISK FACTORS

BBVA CONSUMO 9 FONDO DE TITULIZACIÓN (the “**Fund**” and/or the “**Issuer**”) is a separate fund devoid of legal personality and, pursuant to Part III of Encouragement of Business Financing Act 5/2015, April 27 (“**Act 5/2015**”) setting out the legal system for securitisations, is managed by a securitisation fund management company, EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN (the “**Management Company**” or “**EUROPEA DE TITULIZACIÓN**”). The Fund shall be liable only for its obligations to its creditors with its assets.

1 Risks derived from the assets backing the issue.

a) Receivable default risk.

The holders of the Bonds issued by the Fund shall bear the risk of default on the Receivables pooled in the Fund.

BANCO BILBAO VIZCAYA ARGENTARIA, S.A. (“**BBVA**” or the “**Originator**”), as Originator, shall accept no liability whatsoever for the Obligors’ default of principal, interest or any other amount they may owe under the Receivables. Under article 348 of the Commercial Code and 1529 of the Civil Code, BBVA is liable to the Fund exclusively for the existence and lawfulness of the Loans, and for the personality with which the assignment is made. It will not be howsoever liable either directly or indirectly to guarantee that the transaction will be properly performed nor give any guarantees or security, nor indeed agree to repurchase the Receivables, other than the undertakings contained in section 2.2.9 of the Building Block regarding substitution of Receivables failing to conform, on the date of assignment to the Fund, to the representations contained in section 2.2.8 of the Building Block.

b) Limited liability.

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

c) Limited hedging.

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

The degree of subordination in interest payment and principal repayment between the Bonds in each Series derived from the Priority of Payments and the Liquidation Priority of Payments is a mechanism for distinctly hedging both Series.

d) Receivable prepayment risk.

There will be a prepayment of the Receivables pooled in the Fund when Obligors prepay the portion of capital pending repayment on the Receivables.

Upon the Receivables Revolving Period ending, that prepayment risk shall pass quarterly on each Payment Date to Bondholders in each Series by the partial amortisation of the Bonds, to the extent applicable to them in accordance with the provisions of the rules for Distribution of Principal Available Funds contained in section 4.9.3.1.5 of the Securities Note and in section 3.4.6.2.2.2 of the Securities Note Building Block.

e) Delinquency.

A 4.68% delinquency rate (delinquency rate of consumer loans granted by BBVA at December 31, 2016) of the Outstanding Balance of Receivables (monthly increases of 0.40% of the Outstanding Balance of the Delinquent Receivables since the establishment of the Fund up to the aforesaid 4.68%)

and, in any event, the other assumed values referred to at the beginning of that section have been taken into account in calculating the amounts and details tabled in section 4.10 of the Securities Note. This delinquency rate would: (i) trigger early termination of the Receivables Revolving Period on the Payment Date falling on September 21, 2017; and (ii) would not trigger a reduction of the Required Cash Reserve, as set down in section 3.4.2.2 of the Building Block. Additionally, assuming that 0.40% of the Outstanding Balance of the Receivables will fall in arrears monthly until the 4.68% delinquency rate is reached, Series B interest payment would be deferred in the Priority of Payments from the Payment Date falling on June 21, 2018, inclusive, for CPRs of 10%, 11% and 12%, because the cumulative Outstanding Balance of Delinquent Receivables since the Fund was established, reckoned at the amount of the Outstanding Balance at the Delinquent Receivable classification date, exceeds 5.00% of the Maximum Receivable Amount upon the Fund being established and Series A Bonds have not been fully amortised, as established in 3rd place of the Priority of Payments described in section 3.4.6.2.1.2 of the Building Block. Series B Bond interest payment deferment would be extended in the Priority of Payments until Series A Bonds have been fully amortised.

f) Geographical concentration risk.

As detailed in section 2.2.2.1 j) of the Building Block, the Autonomous Communities having the largest concentration of the address of obligors of the loans selected to be assigned to the Fund upon being established are, as a percentage of the outstanding principal, as follows: Andalusia (18.88%), Catalonia (16.52%), Madrid (12.34%) and Valencian Community (10.74%), altogether representing 58.49%.

Moreover, paragraph 2 of section 2.2.2.2.3 of the Building Block sets down, inter alia, the following Global Requirements in relation to geographical concentration by Autonomous Communities to be altogether satisfied by the Receivables, including the Additional Receivables, in order to be assigned to the Fund:

- That on the assignment date, the Outstanding Balance of the Receivables for Obligor domiciled in a same Autonomous Community is not in excess of twenty-two point five percent (22.50%) of the total Outstanding Balance of the Receivables.
- That on the assignment date, the Outstanding Balance of the Receivables for Obligor from the three (3) Autonomous Communities with the highest representation (Outstanding Balance) is not in excess of sixty percent (60.00%) of the total Outstanding Balance of the Receivables.

2 Risks derived from the securities.

a) Issue Price.

The Bond Issue is made in order to be fully subscribed for by the Originator in order to have liquid assets available which may be used as security for Eurosystem transactions or be subsequently sold in the market, and, consequently, the terms of the Bond Issue are not an estimate of the prices at which those instruments could be sold in the secondary market or of the Eurosystem's valuations in due course for the purpose of using them as security instruments in its lending transactions to the banking system.

b) Liquidity.

The Bond Issue shall be subscribed for by BBVA.

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

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

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

c) Yield and duration.

Calculation of the yield (internal rate of return) of the Bonds in each Series contained in section 4.10 of the Securities Note is subject, inter alia, to assumed Receivable prepayment and delinquency rates that may not be fulfilled.

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

d) Late-payment interest.

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

e) Subordination of the Bonds.

Series B Bond interest payment and principal repayment are deferred with respect to Series A Bonds. There is however no assurance whatsoever that the subordination rules shall protect Series A and B Bondholders from the risk of loss.

The subordination rules among the different Series are established in the Priority of Payments and in the Fund Liquidation Priority of Payments in accordance with section 3.4.6 of the Building Block.

Based on the tables of section 4.10 of the Building Block and the assumptions made therein, Series B Bonds will not start to be amortised until the year 2022.

f) Deferment or postponement of interest.

This Prospectus and all other supplementary documents relating to the Bonds provide for deferment in Series B Bond interest payment from 3rd to 5th place in the Priority of Payments in the event that, on the Determination Date preceding the relevant Payment Date, the cumulative Outstanding Balance of Delinquent Receivables, classified as such since the Fund was established and reckoned at the amount of the Outstanding Balance as at the classification date, is in excess of 5.00% of the Maximum Amount of the Receivables and provided that Series A Bonds have not been and are not to be fully amortised on the relevant Payment Date. Based on the assumptions made in section 4.10 of the Securities Note, Series B Bond interest payment would be deferred.

Series A Bond interest will not be subject to these deferment or postponement rules.

g) Bond Rating.

The credit risk of the Bonds in Series A issued by the Fund has been assessed by the rating agencies DBRS, Moody's and Scope (the "**Rating Agencies**"). Series B Bonds have been rated by DBRS and Scope.

The Rating Agencies may revise, suspend or withdraw the final ratings assigned to the Bonds in each Series at any time, based on any information that may come to their notice.

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

h) Ratings not confirmed.

The failure by DBRS or Moody's to confirm the provisional ratings given to the Bonds by 2pm (CET) on March 28, 2017 shall be an event of termination of the establishment of the Fund and the Bond Issue.

3

Risks derived from the Issuer's legal nature and operations.

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

The Fund shall have open-end revolving assets and closed-end liabilities. Its assets shall comprise the Initial Receivables to be acquired upon being established, and, revolving upon repayment of the Receivables, such Additional Receivables as may be acquired on each Payment Date during the Revolving Period, which shall end on the Payment Date falling on September 21, 2018, inclusive, other than in the event of early termination in accordance with the provisions of section 2.2.2.2.1 of the Building Block.

The Management Company shall be applied the obligations laid down in article 26 of Act 5/2015, which include using its best endeavours and acting transparently in enforcing Bondholders' and financiers' interests, and servicing and managing the Receivables pooled in the Fund. No provision is made for a creditors' meeting to be convened and the capacity to enforce Bondholders' interests shall depend on the Management Company's means.

b) Forced substitution of the Management Company.

In accordance with article 33 of Act 5/2015, where the Management Company is adjudged insolvent, it shall find a substitute management company. In any such event, if four months should have elapsed from the occurrence determining the substitution and no new management company should have been found willing to take over management, the Fund shall be liquidated early and the Bonds issued by the same shall be redeemed early by selling the Receivables and, as the case may be, the other remaining assets, as provided for in the Deed of Constitution and in this Prospectus.

c) Limitation of actions.

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

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

Bondholders and all other creditors of the Fund shall have no recourse whatsoever against the Management Company other than as derived from breaches of its obligations or inobservance of the provisions of this Prospectus and of the Deed of Constitution. Those actions shall be resolved in the relevant ordinary declaratory proceedings depending on the amount claimed.

d) Applicability of the Bankruptcy Act.

Both the Originator and the Management Company may be declared insolvent.

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

As for the transaction involving the assignment of the Receivables, the latter cannot be the subject of restitution other than by an action brought by the Originator's receivers, in accordance with the provisions of the Bankruptcy Act and after proving the existence of fraud in that transaction, all as set down in article 16.4 of Act 5/2015.

In the event of the Originator being decreed insolvent, in accordance with the Bankruptcy Act, the Fund, acting through the Management Company, shall have a right of separation with respect to the Receivables, on the terms provided for in articles 80 and 81 of the Bankruptcy Act. In addition, the Fund, acting through its Management Company, shall be entitled to obtain from the insolvent Originator the resulting Receivable amounts from the date on which insolvency is decreed, for those amounts will

be considered to be the Fund's property, through its Management Company, and must therefore be transferred to the Fund, represented by the Management Company. This right of separation would not necessarily extend to the monies received and kept by the insolvent Originator on behalf of the Fund before that date, for they might be earmarked as a result of the insolvency given the essential fungible nature of money.

Notwithstanding the above, both the Prospectus and the Deed of Constitution make provision for certain mechanisms in order to mitigate the aforesaid effects in relation to money because it is by nature a fungible asset.

Section 3.3.1.3 of the Building Block provides that the Originator's assignment of the Receivables to the Fund will not be notified to the Obligors. However, in order to mitigate the consequences of the Originator being decreed insolvent on the rights of the Fund, in particular within the meaning of article 1527 of the Civil Code, in the event of insolvency, liquidation or substitution of the Originator as Loan Manager, or a termination process in terms of Credit Institution Restructuring and Termination and Investment Services Firms Act 11/2015, June 18 ("**Act 11/2015**"), or because the Management Company deems it reasonably justified, the Management Company may demand the Loan Manager to notify Obligors of the transfer to the Fund of the outstanding Receivables, and that Loan payments will only be effective as a discharge if made into the Treasury Account opened in the name of the Fund. However, both in the event of the Loan Manager failing to notify Obligors within five (5) Business Days of receiving the request and in the event of the Loan Manager becoming insolvent, the Management Company itself shall directly or, as the case may be, through a new manager it shall have designated, notify the relevant Obligors.

In the event of insolvency of the Management Company, it must be replaced by another management company in accordance with the provisions of article 33 of Act 5/2015.

The structure of this securitisation transaction does not, failing a breach by the parties, allow for the existence of cash amounts which may be included in the Management Company's estate, because Fund income amounts shall be paid, on the terms provided for in this Prospectus, into the accounts opened in the Fund's name by the Management Company (which is involved in opening those accounts as its authorised representative), and the Fund would therefore have a right of separation in that connection, on the terms provided for in articles 80 and 81 of the Bankruptcy Act.

Notwithstanding the above, insolvency of any of the parties involved (whether BBVA, the Management Company or any other counterparty institution of the Fund) could affect their contractual relationships with the Fund.

e) Information on agreements.

The Fund will enter with BBVA into certain agreements for the provision of certain Bond services. These include the Start-Up Loan Agreement, the Subordinated Loan Agreement, the Bond Issue Paying Agent Agreement, the Account (Treasury Account) Agreement, the Account (Principal Account) Agreement, the Financial Intermediation Agreement and the Bond Issue Management and Subscription Agreement. In addition, BBVA shall be designated by the Management Company as Loan manager under the Management Agreement.

Bondholders may be aggrieved in the event of any of those parties being in breach of the obligations accepted under each of the above agreements.

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

ASSET-BACKED SECURITIES REGISTRATION DOCUMENT

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

1. PERSONS RESPONSIBLE

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

Mr Mario Masiá Vicente, acting for and on behalf of EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, the company sponsoring BBVA CONSUMO 9 FONDO DE TITULIZACIÓN, takes responsibility for the contents of this Registration Document.

Mr Mario Masiá Vicente, General Manager of the Management Company, is expressly acting for establishing the Fund pursuant to authorities conferred by the Board of Directors' Executive Committee on February 13, 2017.

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

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

2. STATUTORY AUDITORS

2.1 Fund's Auditors.

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

The Fund's annual accounts shall be audited and reviewed every year by statutory auditors. The annual report referred to in article 35 of Act 5/2015, containing the Fund's annual accounts and their audit report, shall be filed with the CNMV.

The Management Company shall proceed to designate a statutory auditor 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 legal limits in force from time to time on the subject. The Management Company shall duly notify the CNMV of that designation.

2.2 Accounting policies used by the Fund.

Income and expenditure will be accounted for by the Fund in accordance with the accounting principles applicable from time to time, currently set out mainly in CNMV Circular 2/2016, April 20, on securitisation fund accounting rules, annual accounts, public financial statements and non-public statistical information statements ("**Circular 2/2016**").

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

3. RISK FACTORS

The risk factors linked to the Issuer and its activity sector are described in section 3 of the preceding Risk Factors section of this Prospectus.

4. INFORMATION ABOUT THE ISSUER

4.1 Statement that the Issuer shall be established as a securitisation fund.

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

The Fund shall have open-end revolving assets and closed-end liabilities. Its assets shall comprise the Initial Receivables to be acquired upon being established, and, revolving upon repayment of the Receivables, such Additional Receivables as may be acquired on each Payment Date during the Revolving Period, which shall end on the Payment Date falling on September 21, 2018, inclusive, unless terminated early in accordance with the provisions of section 2.2.2.2.1 of the Building Block.

4.2 Legal and commercial name of the Issuer.

The Issuer's name is "BBVA CONSUMO 9 FONDO DE TITULIZACIÓN" and the following short names may also be used without distinction to identify the Fund:

- BBVA CONSUMO 9 FT
- BBVA CONSUMO 9 F.T.

4.3 Place of registration of the Issuer and registration number.

The place of registration of the Fund is the CNMV in Spain. The Fund has been entered in the Official Registers of the CNMV.

Companies Register

For the record, the establishment of the Fund shall not be entered in the Companies Register, in pursuance of the facultative authority for which provision is made in article 22.5 of Act 5/2015.

4.4 Date of establishment and existence of the Issuer.

4.4.1 Date of establishment of the Fund.

The Management Company and BBVA, as Originator of the Receivables, shall proceed to execute on March 27, 2017 a public deed whereby BBVA CONSUMO 9 FONDO DE TITULIZACIÓN will be established, and the Fund will issue the Asset-Backed Bonds (the "**Deed of Constitution**").

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

As provided for in article 24 of Act 5/2015, the Deed of Constitution may be amended, upon request by the Management Company and subject to the requirements established in that article.

4.4.2 Existence of the Fund.

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

The Fund shall be in existence until September 21, 2033 or the following Business Day if that is not a Business Day (the "**Final Maturity Date**"), other than in the event of Early Liquidation before then as set forth in section 4.4.3 of this Registration Document or if any of the events laid down in section 4.4.4 hereof should occur.

4.4.3 Early Liquidation of the Fund.

4.4.3.1 Following notice served on the CNMV, the Management Company shall be entitled to proceed to early liquidation of the Fund ("**Early Liquidation**") and thereby early amortisation of the Bond Issue ("**Early Amortisation**") on a date which need not be a Payment Date and in any of the following events (the "**Early Liquidation Events**"):

- (i) When the amount of the Outstanding Balance of the Receivables yet to be repaid is less than ten (10) percent of the Outstanding Balance of the Initial Receivables upon the Fund being established, and provided that the payment obligations derived from the Bonds in Series A, if outstanding, may be honoured and settled in full in the Liquidation Priority of Payments.

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

- (ii) Where, in any event or circumstance whatsoever unrelated to the Fund's operations, a substantial alteration occurs or the financial balance of the Fund is permanently damaged. This event includes such circumstances as the existence of any change in the law or supplementary implementing regulations, the establishment of withholding obligations or other situations which might permanently affect the financial balance of the Fund.
- (iii) Mandatorily, in the event that the Management Company should be adjudged insolvent and/or have its licence to operate as a securitisation fund management company revoked by the CNMV, and if within a period of four months a new management company has not been designated in accordance with the provisions of section 3.7.1.3 of the Prospectus Building Block.
- (iv) If the Management Company should have the express consent and acceptance of all Bondholders and of the lenders of the Fund, as regards both payment of amounts resulting from, and the procedure for, Early Liquidation.
- (v) When a default occurs indicating a major permanent imbalance in relation to any of the Bond Series or that it is about to occur.
- (vi) Upon the lapse of fifty-four (54) months from the date of the last maturity of the Receivables, even if they still have overdue amounts.

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

- (i) That Bondholders and the Fund's lenders be given not less than fifteen (15) Business Days' notice, as prescribed in section 4.1.3.2 of the Building Block, of the Management Company's resolution to proceed to Early Liquidation of the Fund.
- (ii) That the Management Company previously advise the CNMV and the Rating Agencies of the notice referred to in (i) above.
- (iii) The notice of the Management Company's resolution to proceed to Early Liquidation of the Fund shall contain a description (i) of the event or events triggering Early Liquidation of the Fund, (ii) of the liquidation procedure, and (iii) of the manner in which the Bond payment obligations are to be honoured and settled in the Liquidation Priority of Payments.

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

- (i) Proceed to sell the Receivables remaining in the Fund at a price equivalent to a reasonable market value, initially not less than the sum of the principal still outstanding plus interest accrued and not paid on the relevant Receivables, subject to the provisions of paragraph (iv) below.
- (ii) Proceed to terminate such agreements as are not necessary for the Fund liquidation procedure.

- (iii) Be entitled to arrange for a loan, which shall be fully allocated to early amortisation of the Bonds in the Series then outstanding. Financial expenses due shall be paid and loan principal shall be repaid in accordance with the Liquidation Priority of Payments.
- (iv) Finally, both due to the preceding actions falling short and the existence of Receivables or other remaining assets of the Fund, the Management Company shall proceed to sell them and shall therefore invite a bid from at least three (3) entities who may, in its view, give a reasonable market value price if the Early Liquidation Events should be other than (i) and (iv). The Management Company shall be bound to accept the best bid received for the Receivables and for the assets on offer. In order to set the reasonable market value price, the Management Company may secure such valuation reports as it shall deem necessary.

In (i) and (iv) above, the Originator shall have a pre-emptive right and will therefore have priority over third parties, on such terms as may be established by the Management Company, to voluntarily acquire the Receivables and other of their assets still on the assets of the Fund, and in (iii) above, the Originator shall have priority to grant to the Fund, as the case may be, the loan designed for early amortisation of the Bonds in the Series then outstanding. To that end, the Management Company shall send the Originator a list of the assets and of third-party bids received, if any, and the latter may use that right for all of the Receivables and other remaining assets offered by the Management Company or the loan, 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, if any. The Originator shall notify the Management Company that the exercise of the pre-emptive right was subject to its usual credit revision procedures and that the exercise of the right is not designed to implicitly support securitisation.

- 4.4.3.4 The Management Company shall forthwith apply all proceeds from time to time from the sale of the Fund's assets to paying the various items, in such manner, in such amount and in such order as shall be requisite in the Liquidation Priority of Payments, other than the amounts, if any, drawn under the loan arranged for early amortisation of the Bonds in the outstanding Series, which shall be applied to honouring the payment obligations for the Bonds in those Series.

4.4.4 Termination of the Fund.

The Fund shall terminate in any case, and after the relevant legal procedure is carried out and concluded, upon the occurrence of the following:

- (i) Full repayment of the Receivables pooled therein and liquidation of any other assets and securities making up its assets.
- (ii) Payment in full of all its liabilities.
- (iii) When the Early Liquidation procedure established in section 4.4.3 above is over.
- (iv) At all events, upon final liquidation of the Fund on the Final Maturity Date (on September 21, 2033 or the following Business Day if that is not a Business Day).
- (v) Upon the establishment of the Fund terminating in the event that DBRS or Moody's should not confirm any of the provisional ratings assigned as final ratings by 2pm CET on March 28, 2017. In this event, the Management Company shall terminate the establishment of the Fund, the assignment to the Fund of the Initial Receivables and the Bond issue.

In this case, termination of the establishment of the Fund shall be notified to the CNMV as soon as such is confirmed, and shall be publicised by means of the procedure specified in section 4.1.3.2 of the Building Block. Within not more than one (1) month after the occurrence of the event of termination, the Management Company shall execute a statutory declaration before a notary declaring that the Fund's obligations have been settled and terminated and that the Fund has terminated. However, the Management Company shall defray the Fund set-up and Bond issue expenses payable with the Start-Up Loan, and the Start-Up Loan agreement shall not be terminated but shall rather be cancelled after those amounts are settled, principal repayment being subordinated

to fulfilment of all other obligations undertaken by the Management Company, acting for and on behalf of the Fund.

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

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

Upon a period of three (3) months elapsing from liquidation of the Fund's remaining assets and distribution of the Liquidation Available Funds, the Management Company shall execute a statutory declaration before a notary declaring (i) that the Fund has terminated, and the events prompting its termination, (ii) how Bondholders, lenders and the CNMV were notified, and (iii) how the Liquidation Available Funds were distributed in the Liquidation Priority of Payments; and all other appropriate administrative procedures being observed. The Management Company will submit that statutory declaration to the CNMV.

4.5 Domicile, legal form and legislation applicable to the Issuer.

In accordance with the provisions of article 15.1 of Act 5/2015, the Fund has no own legal personality and the Management Company is entrusted with establishing, managing and being the authorised representative of the Fund.

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

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

The establishment of the Fund is subject to Spanish Law and in particular is carried out pursuant to the legal system provided for by (i) Act 5/2015, (ii) Legislative Royal Decree 4/2015, October 23, approving the consolidation of the Securities Market Act (the "**Securities Market Act**"), (iii) Royal Decree 1310/2005, (iv) Regulation 809/2004, and (v) all other legal and statutory provisions in force and applicable from time to time.

4.5.1 Tax system of the Fund.

In accordance with the provisions of article 15.1 of Act 5/2015, article 5.10 of Act 19/1992, article 7.1.h) of Corporation Tax Act 27/2014, November 27 ("**Act 27/2014**"), Value Added Tax Act 37/1992, December 28, the Corporation Tax Regulations approved by Royal Decree 634/2015, July 30 ("**Corporation Tax Regulations**"), the Consolidation of the Capital Transfer and Documents Under Seal Tax Act approved by Legislative Royal Decree 1/1993, September 24, and all other applicable laws and provisions, the most relevant characteristics of each tax under the current tax system of the Fund are mainly as follows:

- (i) The establishment of the Fund and all transactions subject to the "corporate transactions" category of Capital Transfer and Documents under Seal Tax carried out by the same are exempt from that tax pursuant to article 45.I.B.20.4 of the Consolidation of the Capital Transfer and Documents under Seal Tax Act approved by Legislative Royal Decree 1/1993, September 24.
- (ii) Bond issue, subscription, transfer, repayment and redemption are not subject to or subject to and exempt from, as the case may be, payment of Value Added Tax and Capital Transfer and Documents

Under Seal Tax under article 20.One.18 of the VAT Act and article 45.I.B.15 of the Consolidation of the Capital Transfer and Documents under Seal Tax Act approved by Legislative Royal Decree 1/1993, September 24.

- (iii) The Fund pays Corporation Tax, the taxable income being determined in accordance with the provisions of Title IV of Corporation Tax Act 27/2014, applying the general rate in force from time to time, which currently stands at 25%, and subject to common rules regarding tax credit, set-off of losses and other substantial constituent elements of the tax.

Rule 13 of CNMV Circular 2/2016, lays down the criteria based on which securitisation funds must make the relevant valuation adjustments for impairment in the value of financial assets. Article 13.1 of Act 27/2014 lays down that the rules relating to the circumstances determining deductibility of valuation adjustments due to impairment in the value of debt instruments valued at their depreciated cost held by securitisation funds shall be established by way of regulations. Part I, Chapter III of the Corporation Tax Regulations refers to those circumstances. Additionally, pursuant to article 16.6 a) of Act 27/2014, the Fund shall not be applied the limitation regarding deductibility of financial expenses.

- (iv) Returns on investments obtained by securitisation funds are not subject to the general Corporation Tax withholding system, inasmuch as article 61 k) of the Corporation Tax Regulations provides that “returns on mortgage participation certificates, loans or other receivables constituting securitisation fund income” shall not be liable to withholding.
- (v) The management and custody services provided to the Fund are exempt from Value Added Tax.
- (vi) Assignment of the Receivables to the Fund under an assignment certificate is a transaction subject to and exempt from Value Added Tax and no subject to Capital Transfer and Documents Under Seal Tax.
- (vii) The Fund shall be applied the reporting duties established by Additional Provision One of Credit Institution Arrangement, Supervision and Solvency Act 10/2014, June 26.

The procedure to satisfy those reporting duties is set out in articles 42, 43 and 44 of Royal Decree 1065/2007, July 27, approving General Regulations for tax management and inspection actions and procedures and implementing rules common to procedures applicable to taxes, as currently worded.

4.6 Issuer’s authorised and issued capital.

Not applicable.

5. BUSINESS OVERVIEW

5.1 Brief description of the Issuer’s principal activities.

The Fund’s activity is (i) to acquire a number of receivables owned by the Originator under loans granted to individuals resident in Spain (the “**Obligors**”) for financing consumer activities (such consumer activities to be broadly construed, and including, but not limited to, financing of obligor expenses, purchase of goods, including motor cars or services) (the “**Loans**”), assigned by the Originator to the Fund (the “**Receivables**”), comprising the Receivables acquired upon being established (the “**Initial Receivables**”) and the Receivables subsequently acquired during the Revolving Period (the “**Additional Receivables**”), and (ii) to issue asset-backed bonds (either the “**Asset-Backed Bonds**” or the “**Bonds**”) the underwritten subscription for which is designed to finance the acquisition of the Initial Receivables.

Receivable interest and principal repayment income collected by the Fund shall be allocated quarterly on each Payment Date to paying Bond interest and other expenses and acquiring Additional Receivables during the Revolving Period and, upon the same ending, to repaying principal on the Asset-Backed Bonds issued in accordance with the specific terms of each Series into which the Issue of Asset-Back Bonds is divided, and in the Priority of Payments or, as appropriate, in the Liquidation Priority of Payments.

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

Additionally, the Fund may hold other amounts, real estate, assets, securities or rights received to pay for Receivable principal, interest or expenses, under a decision in any court or out-of-court proceedings instituted for collecting the Receivables.

5.2 Global overview of the parties to the securitisation program.

- EUROPEA DE TITULIZACIÓN is the Management Company that will establish, manage and be the authorised representative of the Fund, has, together with BBVA, structured the financial terms of the Fund and the Bond Issue, and takes responsibility for the contents of the Prospectus.

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

TIN: A-80514466 Business Activity Code No.: 6630

Registered office: Calle Lagasca, 120, 28006 Madrid (Spain)

- BBVA shall be the Lead Manager and Subscriber of the Bond Issue and also takes responsibility for the contents of the Securities Note.

Out of the functions and activities that lead managers may discharge in accordance with article 35.1 of Royal Decree 1310/2005, BBVA has, together with the Management Company, structured the financial terms of the Fund and the Bond Issue and will carry out all other actions and activities provided for in respect of the Lead Manager in the Securities Note.

In addition, BBVA shall be the originator of the Receivables to be acquired by the Fund and shall be the Fund's counterparty under the Account (Treasury Account), Account (Principal Account), Subordinated Loan, Start-Up Loan, Bond Paying Agent and Financial Intermediation Agreements. In addition, BBVA shall be designated Loan Manager by the Management Company under the Management Agreement.

BBVA is a bank incorporated in Spain and entered in the Bank of Spain's Special Register of Banks and Bankers under number 3, its code number being 0182.

TIN: A-48265169 Business Activity Code No.: 6419

Registered office: Plaza de San Nicolás number 4, 48005 Bilbao (Spain).

Principal places of business: Calle Azul, 4, 28050 Madrid (Spain).

Gran Vía, 1, 48001 Bilbao (Spain).

Paseo de Recoletos, 10, 28001 Madrid (Spain).

The long-term critical obligation rating ("**COR**") assigned by DBRS to BBVA is A (high) from April 13, 2016, whereas the long-term rating assigned by DBRS to BBVA is A as of that same date.

The long-term deposit rating assigned by Moody's to BBVA is A3 from June 10, 2016.

The long-term rating assigned by Scope to BBVA is A from February 20, 2015, whereas the short-term rating is S-1 from that same date.

- DBRS Ratings Limited ("**DBRS**") is one of the Rating Agencies rating each Bond Issue Series.

DBRS is a rating agency with place of business at 20 Fenchurch Street 31st Floor, London, EC3M 3BY, United Kingdom.

DBRS was registered and authorised on October 31, 2011 as a credit rating agency in the European Union in accordance with Regulation (EC) no. 1060/2009 of the European Parliament and of the Council of September 16, 2009 on credit rating agencies, as currently worded ("**Regulation 1060/2090**").

- Moody's Investors Service España S.A. ("**Moody's**") is one of the Rating Agencies rating Series A Bonds.

Moody's is a rating agency with place of business at Calle Príncipe de Vergara, 131, 28002 Madrid.

Moody's was registered and authorised on October 31, 2011 as a credit rating agency in the European Union in accordance with Regulation 1060/2009.

- Scope Ratings A.G. (formerly PSR Rating GmbH) ("**Scope**") is one of the Rating Agencies rating each Bond Issue Series.

Scope is a rating agency with place of business at Lennéstraße 5, D-10785 Berlin, Federal Republic of Germany, and has VAT Number: DE 222618588.

Scope was registered and authorised on May 24, 2011 as a credit rating agency in the European Union in accordance with Regulation 1060/2009.

- The law firm J&A Garrigues, S.L.P. ("**Garrigues**"), an independent legal adviser, has provided legal advice for establishing the Fund and the Bond issue and has been involved in reviewing the legal, tax and contractual implications of this Prospectus, the transaction and financial service agreements referred to herein, and the Deed of Constitution and the notarised certificate Assigning the Initial Receivables.

TIN: B-81709081

Registered Office: Calle Hermosilla number 3, 28001 Madrid (Spain).

- Deloitte S.L. ("**Deloitte**") has issued the audit report on certain features and attributes of a sample of all of BBVA's selected loans from which the Initial Receivables will be taken to be assigned to the Fund upon being established.

Deloitte is entered in the Official Register of Auditors (ROAC) of Spain under number S0692.

TIN: B-79104469

Registered Office: Plaza Pablo Ruiz Picasso s/n (Torre Picasso) 28020 Madrid (Spain).

BBVA has an 88.24% interest in the share capital of EUROPEA DE TITULIZACIÓN.

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

6. ADMINISTRATION, MANAGEMENT AND SUPERVISORY BODIES

EUROPEA DE TITULIZACIÓN shall be responsible for managing and being the authorised representative of the Fund on the terms set in Act 5/2015, and other applicable laws, and on the terms of the Deed of Constitution and this Prospectus.

6.1 Incorporation and registration at the Companies Register.

EUROPEA DE TITULIZACIÓN was incorporated in a public deed executed on January 19, 1993 before Madrid notary Mr Roberto Blanquer Uberos, his document number 117, with the prior authorisation of the Economy and Finance Ministry, given on December 17, 1992, and entered in the Companies Register of Madrid at volume 5,461, book 0, folio 49, section 8, sheet M-89355, entry 1, on March 11, 1993; the company was re-registered as a Securitisation Fund Management Company, pursuant to an authorisation granted by a Ministerial Order dated October 4, 1999 and in a deed executed on October 25, 1999 before Madrid Notary Mr Luis Felipe Rivas Recio, his document number 3,289, which was entered under number 33 of the sheet opened for the Management Company in said Companies Register.

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

6.2 Audit.

The annual accounts of EUROPEA DE TITULIZACIÓN for the years ended December 31, 2015 and 2014 have been audited by the firm Deloitte.

In addition, Deloitte has audited BBVA's individual and consolidated annual accounts for the years ended December 31, 2016 and 2015.

6.3 Principal activities.

The main objects of EUROPEA DE TITULIZACIÓN are to establish, manage and be the authorised representative of securitisation funds.

The following table itemises the 79 securitisation funds managed at February 28, 2017, giving their date of establishment and the face amount of the bonds issued by those funds and their outstanding principal balances at that date, and the securitisation funds already liquidated at that date.

Securitisation Fund	Establishment	Initial Bond Issue	Bond Issue Balance 28.02.2017		Bond Issue Balance 31.12.2016		Bond Issue Balance 31.12.2015
		EUR	EUR	Δ%	EUR	Δ%	EUR
TOTAL		118,494,674,000.00	47,479,290,464.77	3.13%	46,040,244,203.13	-2.94%	47,432,613,325.99
BBVA RMBS 17 FT*	21/11/2016	1,800,000,000.00	1,777,016,793.60	-1.28%	1,800,000,000.00		
BBVA CONSUMO 8 FT	18.07.2016	700,000,000.00	700,000,000.00	0.00%	700,000,000.00		
BBVA RMBS 16 FT*	09.05.2016	1,600,000,000.00	1,531,261,792.00	-1.66%	1,557,131,776.00		
BBVA-10 PYME FT	14.12.2015	780,000,000.00	504,153,168.09	-10.34%	562,314,054.12	-27.91%	780,000,000.00
BBVA CONSUMO 7 FT	27.07.2015	1,450,000,000.00	1,450,000,000.00	0.00%	1,450,000,000.00	0.00%	1,450,000,000.00
BBVA RMBS 15 FTA*	11/05/2015	4,000,000,000.00	3,628,633,152.00	-1.59%	3,687,428,136.00	-5.49%	3,901,737,432.00
BBVA RMBS 14 FTA	24/11/2014	700,000,000.00	572,325,898.90	0.00%	572,325,898.90	-7.63%	619,604,230.00
BBVA CONSUMO 6 FTA	15/10/2014	300,000,000.00	174,407,374.50	-41.86%	300,000,000.00	-32.83%	300,000,000.00
BBVA RMBS 13 FTA	14/07/2014	4,100,000,000.00	3,574,000,237.50	-1.62%	3,632,901,616.51	-5.67%	3,851,218,047.50
Rural Hipotecario XVII FTA*	03/07/2014	101,124,000.00	63,756,909.00	-5.87%	67,733,658.00	-23.26%	88,267,464.00
BANKIA PYME I FTA*	20/12/2013	645,000,000.00	0.00		0.00	-100.00%	251,043,645.75
BBVA RMBS 12 FTA	09/12/2013	4,350,000,000.00	3,660,094,828.50	-1.69%	3,723,061,587.45	-6.13%	3,966,223,707.75
Rural Hipotecario XVI FTA	24/07/2013	150,000,000.00	110,223,888.60	-2.26%	112,772,376.90	-10.15%	125,517,261.45
Rural Hipotecario XV FTA	18/07/2013	529,000,000.00	399,567,739.66	-2.87%	411,394,349.32	-8.62%	450,182,787.64
Rural Hipotecario XIV FTA	12/07/2013	225,000,000.00	157,127,467.50	-2.47%	161,104,628.25	-14.86%	189,221,064.75
BBVA SECURITISED FUNDING 1 FTA	11/03/2013	850,000,000.00	0.00		0.00		381,042,640.00
BBVA RMBS 11 FTA	11/06/2012	1,400,000,000.00	1,130,357,939.20	-1.28%	1,144,974,980.80	-5.12%	1,206,738,134.00
BBVA RMBS 10 FTA	20/06/2011	1,600,000,000.00	1,285,794,528.00	-1.43%	1,304,483,084.80	-4.75%	1,369,579,305.60
MBS BANCAJA 8 FTA	23/12/2010	450,000,000.00	285,271,177.50	0.00%	285,271,177.50	-7.07%	306,975,810.15
MBS BANCAJA 7 FTA	23/07/2010	875,000,000.00	549,375,869.00	-1.59%	558,264,633.50	-6.90%	599,638,198.25
BBVA Empresas 4 FTA	19/07/2010	1,700,000,000.00	115,553,250.00	-7.31%	124,673,070.00	-33.84%	188,427,830.00
BBVA RMBS 9 FTA*	19/04/2010	1,295,000,000.00	947,291,593.50	0.00%	947,291,593.50	-5.01%	997,258,780.00
Rural Hipotecario XII FTA	04/11/2009	910,000,000.00	499,982,083.30	0.00%	499,982,083.30	-10.30%	557,383,306.96
GAT ICO-FTVPO 1 FTH**	19/06/2009	369,500,000.00	151,971,030.04				
VAL Bancaja 1 FTA	27/05/2009	300,000,000.00	0.00		0.00		194,357,943.00
Bancaja - BVA VPO 1 FTA	03/04/2009	390,000,000.00	182,469,269.97	-3.76%	189,603,850.56	-13.14%	218,297,137.50
Rural Hipotecario XI FTA	25/02/2009	2,200,000,000.00	955,850,043.83	0.00%	955,850,043.83	-16.19%	1,140,553,573.83
MBS Bancaja 6 FTA	02/02/2009	1,000,000,000.00	440,552,910.40	-2.24%	450,665,054.40	-11.35%	508,387,172.00
Bancaja 13 FTA	09/12/2008	2,895,000,000.00	1,685,481,667.46	-1.46%	1,710,520,304.16	-6.30%	1,825,604,503.04
BBVA-8 FTPYME FTA	21/07/2008	1,100,000,000.00	0.00		0.00	-100.00%	82,604,553.35
Rural Hipotecario X FTA	25/06/2008	1,880,000,000.00	730,264,362.56	-3.03%	753,068,879.36	-17.25%	910,050,210.88
BBVA RMBS 5 FTA	26/05/2008	5,000,000,000.00	2,671,041,225.00	0.00%	2,671,041,225.00	-6.10%	2,844,688,022.50
Bankinter 3 FTPYME FTA	12/11/2007	617,400,000.00	122,344,052.82	-4.77%	128,477,688.72	-6.10%	152,219,461.83
FTPYME Bancaja 6 FTA	26/09/2007	1,027,000,000.00	0.00		0.00	-100.00%	108,012,910.37
BBVA RMBS 3 FTA	23/07/2007	3,000,000,000.00	1,784,540,439.75	-1.61%	1,813,717,868.85	-5.39%	1,917,007,655.55
PYME Valencia 1 FTA	20/07/2007	865,300,000.00	0.00		0.00	-100.00%	108,327,797.80

Securitisation Fund	Establishment	Initial Bond Issue	Bond Issue Balance 28.02.2017		Bond Issue Balance 31.12.2016		Bond Issue Balance 31.12.2015
		EUR	EUR	Δ%	EUR	Δ%	EUR
Bancaja 11 FTA	16/07/2007	2,022,900,000.00	954,624,803.20	-2.02%	974,316,699.80	-7.01%	1,047,754,678.00
BBVA Leasing 1 FTA	25/06/2007	2,500,000,000.00	118,312,161.25	-6.67%	126,761,250.25	-28.53%	177,351,751.18
BBVA-6 FTPYME FTA	11/06/2007	1,500,000,000.00	59,040,320.01	0.00%	59,040,320.01	-26.89%	80,757,173.99
BBVA Finanzia Autos 1 FTA	30/04/2007	800,000,000.00	2,320,483.12	-42.68%	4,048,311.36	-75.57%	16,569,061.12
MBS Bancaja 4 FTA	27/04/2007	1,873,100,000.00	571,886,335.51	-2.92%	589,062,941.97	-11.96%	669,102,521.51
Rural Hipotecario IX FTA	28/03/2007	1,515,000,000.00	527,340,838.04	-3.08%	544,076,878.02	-13.43%	628,511,187.72
BBVA RMBS 2 FTA	26/03/2007	5,000,000,000.00	2,287,401,600.00	0.00%	2,287,401,600.00	-8.50%	2,499,883,920.00
HIPOCAT 11 FTA**	09/03/2007	1,628,000,000.00	531,332,789.44				
BBVA RMBS 1 FTA	19/02/2007	2,500,000,000.00	1,196,714,540.00	0.00%	1,196,714,540.00	-7.74%	1,297,101,260.00
Bancaja 10 FTA	26/01/2007	2,631,000,000.00	1,095,731,279.80	-2.22%	1,120,664,801.20	-8.02%	1,218,328,240.40
Ruralpyme 2 FTPYME FTA	24/11/2006	617,050,000.00	0		0.00	-100.00%	71,417,340.48
Bankinter 13 FTA	20/11/2006	1,570,000,000.00	642,686,061.86	-2.79%	661,119,191.65	-9.20%	728,111,919.02
Valencia Hipotecario 3 FTA	15/11/2006	911,000,000.00	298,042,559.81	0.00%	298,042,559.81	-14.48%	348,502,716.18
BBVA-5 FTPYME FTA	23/10/2006	1,900,000,000.00	31,167,679.80	0.00%	31,167,679.80	-37.19%	49,619,007.30
PYME Bancaja 5 FTA	02/10/2006	1,178,800,000.00	63,346,365.49	-5.10%	66,749,364.10	-21.26%	84,773,751.91
HIPOCAT 10 FTA**	05/07/2006	1,525,500,000.00	464,986,036.78				
Bankinter 2 PYME FTA	26/06/2006	800,000,000.00	88,385,850.00	-5.68%	93,713,429.40	-19.95%	117,071,247.40
Rural Hipotecario VIII FTA	26/05/2006	1,311,700,000.00	353,708,797.24	-3.51%	366,580,990.00	-11.11%	454,598,305.76
MBS Bancaja 3 FTA	03/04/2006	810,000,000.00	211,157,865.64	0.00%	211,157,865.64	-18.14%	237,555,062.80
Bancaja 9 FTA	02/02/2006	2,022,600,000.00	588,540,930.00	0.00%	588,540,930.00	-36.65%	653,602,480.00
Valencia Hipotecario 2 FTH	07/12/2005	950,000,000.00	218,851,791.08	-4.84%	229,985,808.91	-19.95%	280,948,334.90
EdT FTPYME Pastor 3 FTA	05/12/2005	520,000,000.00	7,849,760.38	-15.36%	9,274,557.60	-19.36%	14,640,994.06
Bankinter 11 FTH	28/11/2005	900,000,000.00	300,275,224.81	-3.54%	311,298,228.24	-11.11%	348,076,522.89
HIPOCAT 9 FTA **	25/11/2005	1,016,000,000.00	286,579,512.42				
Rural Hipotecario Global I FTA	18/11/2005	1,078,000,000.00	257,899,792.72	-3.83%	268,175,930.68	-12.75%	307,361,684.97
Bankinter 10 FTA	27/06/2005	1,740,000,000.00	506,859,802.94	0.00%	506,859,802.94	-15.05%	569,059,031.28
MBS Bancaja 2 FTA	27/06/2005	809,200,000.00	138,146,387.88	-4.00%	143,907,449.20	-12.75%	169,402,337.36
BBVA Hipotecario 3 FTA	13/06/2005	1,450,000,000.00	0		0.00	-100.00%	50,194,530.15
HIPOCAT 8 FTA **	06/05/2005	1,500,000,000.00	350,396,675.65				
Rural Hipotecario VII FTA	29/04/2005	1,100,000,000.00	220,434,908.11	0.00%	220,434,908.11	-19.26%	273,035,094.78
Bancaja 8 FTA	22/04/2005	1,680,100,000.00	408,834,886.63	-2.48%	419,227,219.28	-10.15%	466,570,467.12
Bankinter 9 FTA	14/02/2005	1,035,000,000.00	275,746,597.29	-3.42%	285,505,645.38	-10.90%	320,417,261.24
FTPYME Bancaja 3 FTA	11/10/2004	900,000,000.00	12,989,142.42	0.00%	12,989,142.42	-12.74%	20,949,503.00
Bancaja 7 FTA	12/07/2004	1,900,000,000.00	333,387,606.79	-3.47%	345,363,814.39	-23.90%	395,793,497.61
Rural Hipotecario VI FTA	07/07/2004	950,000,000.00	151,985,428.55	-3.82%	158,020,661.29	-19.26%	207,655,789.67
HIPOCAT 7 FTA**	08/06/2004	1,400,000,000.00	273,698,156.69				
MBS Bancaja 1 FTA	17/05/2004	690,000,000.00	44,505,182.88	-6.40%	47,549,215.20	-19.36%	58,966,228.20
Valencia Hipotecario 1 FTA	23/04/2004	472,000,000.00	59,463,303.40	-5.85%	63,156,925.24	-19.68%	78,629,016.21
Bankinter 8 FTA	03/03/2004	1,070,000,000.00	212,691,813.06	0.00%	212,691,813.06	-11.93%	241,514,764.30
Bankinter 7 FTH	18/02/2004	490,000,000.00	94,166,134.68	0.00%	94,166,134.68	-12.46%	107,566,172.64
Bancaja 6 FTA	03/12/2003	2,080,000,000.00	261,762,694.96	-4.00%	272,657,458.84	-13.65%	315,754,135.32
Rural Hipotecario V FTA	28/10/2003	695,000,000.00	101,309,426.16	0.00%	101,309,426.16	-16.06%	120,690,840.12
Bankinter 6 FTA	25/09/2003	1,350,000,000.00	246,121,237.73	-4.18%	256,851,650.48	-13.76%	297,833,872.98
HIPOCAT 6 FTA**	17/09/2003	850,000,000.00	128,713,798.05				
Bancaja 5 FTA	14/04/2003	1,000,000,000.00	113,095,393.20	-4.38%	118,275,465.75	-14.18%	137,822,849.20
Bankinter 5 FTH	16/12/2002	710,000,000.00	95,125,109.07	-4.27%	99,365,913.38	-14.65%	116,415,446.95
Rural Hipotecario IV FTH	14/11/2002	520,000,000.00	50,360,794.97	-5.17%	53,106,088.60	-16.58%	63,663,417.99
Bancaja 4 FTH	05/11/2002	1,000,000,000.00	96,737,231.30	0.00%	96,737,231.30	-15.03%	113,848,019.75
Bankinter 4 FTH	24/09/2002	1,025,000,000.00	129,824,282.63	-4.72%	136,255,365.30	-15.50%	161,243,789.66
Bancaja 3 FTA	29/07/2002	520,900,000.00	61,620,566.17	0.00%	61,620,566.17	-22.25%	79,257,192.79
Bankinter 3 FTH	22/10/2001	1,322,500,000.00	112,419,832.98	-5.32%	118,734,987.79	-16.58%	144,520,318.63

* Additionally includes the amount of the loan financing the acquisition of the securitised receivables.

** Established by Gestión de Activos Titulizados S.G.F.T., S.A. and managed by EUROPEA DE TITULIZACIÓN from 14.01.2017, inclusive.

6.4 Share capital and equity.

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

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

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

(EUR)	31.12.2016*	Δ%	31.12.2015	Δ%	31.12.2014
Equity	36,042,428.34	5.86%	34,047,495.54	7.28%	31,736,426.20
Capital	1,803,037.50	0.00%	1,803,037.50	0.00%	1,803,037.50
Reserves	34,239,390.84	6.19%	32,244,458.96	7.72%	29,933,388.70
Legal	360,607.50	0.00%	360,607.50	0.00%	360,607.50
Voluntary	33,878,783.34	6.26%	31,883,851.46	7.72%	29,572,781.20
Year's profit	2,742,366.93	-17.52%	3,324,886.46	-13.68%	3,851,783.77

* Yet to be audited

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

6.5 Existence or not of shareholdings in other companies.

There are no shareholdings in any other company.

6.6 Administrative, management and supervisory bodies.

Under the articles of association, the General Shareholders' Meeting and the Board of Directors are entrusted with governing and managing the Management Company. Their duties and authorities are as prescribed for those bodies in the Companies Act and in Act 5/2015.

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

Board of Directors.

The Board of Directors has the following membership:

Chairman:	Mr	Luis Manuel Megías Pérez (*) (**)
Vice-Chairman:	Mr	Ignacio Echevarría Soriano (*) (**)
Directors:	Mr	Diego Martín Peña (**)
	Mr	Juan Isusi Garteiz Gogeoasca (*) (**)
	Mr	Carlos Goicoechea Argul (**)
	Mr	Sergio Fernández Sanz (**)
	Mr	Mario Masiá Vicente (*)
	Mr	Antonio Muñoz Calzada, on behalf of Bankinter, S.A.
	Mr	Ignacio Benlloch Fernández-Cuesta, on behalf of Banco Cooperativo Español, S.A.

Mr Arturo Miranda Martín on behalf of Aldermanbury Investments Limited

Non-Director Secretary: Mr Ángel Munilla López

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

(**) Proprietary Directors designated by BBVA.

General Manager.

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

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

Mr Luis Manuel Megías Pérez, Mr Ignacio Echevarría Soriano, Mr Diego Martín Peña, Mr Juan Isusi Garteiz Gogeaescoa, Mr Carlos Goicoechea Argul and Mr Sergio Fernández Sanz are currently members of staff of BBVA, in turn the Originator of the assets to be pooled in the Fund, the Lead Manager, the Subscriber and the Paying Agent of the Bond Issue and the counterparty to the remaining agreements entered into by the Fund, represented by the Management Company. The following is the position held in BBVA by the person responsible for or directly involved in selecting the assets to be pooled in or financially structuring the Fund:

- Mr Diego Martín Peña is currently Securitisations Team Head at BBVA.

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

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

6.9 Litigation in the Management Company.

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

7. MAJOR SHAREHOLDERS

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

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

Name of shareholder company	Holding (%)
Banco Bilbao Vizcaya Argentaria, S.A.	88,24
Aldermanbury Investments Limited	4,00
Banco de Sabadell, S.A.	3,07
Bankinter, S.A.	1,56
Banco Cooperativo Español, S.A.	0,81
Banco Popular Español, S.A.	0,78
CaixaBank, S.A.	0,77
BNP Paribas España, S.A.	0,77
TOTAL	100.00

For the purposes of Commercial Code article 42, EUROPEA DE TITULIZACIÓN is a member of BBVA Group.

EUROPEA DE TITULIZACIÓN has established an Internal Code of Conduct in Securities Market in fulfilment of article 29.1.j) of Act 5/2015 and in accordance with the provisions of Chapter III of Royal Decree 217/2008, February 15, on the legal system of investment services companies and other undertakings providing investment services and partially amending the implementing Regulations of

Undertakings for Collective Investment Act 35/2003, November 4, approved by Royal Decree 1309/2005, November 4, which has been notified to the CNMV.

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

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

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

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

Not applicable.

8.2 bis Historical financial information for issues of securities having a denomination per unit of at least EUR 100,000.

Not applicable.

8.3 Legal and arbitration proceedings.

Not applicable.

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

Not applicable.

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

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

No statement or report is included.

9.2 Information sourced from a third party.

No information sourced from a third party is included.

10. DOCUMENTS ON DISPLAY

10.1 Documents on display.

If necessary, the following documents or copies thereof shall be on display during the period of validity of this Registration Document and/or throughout the life of the Fund:

- a) the Deed of Constitution of the Fund and the notarised certificates assigning Receivables;
- b) the transcripts of the Management Company's and the Originator's corporate resolutions;
- c) this Prospectus;

- d) the audit report on certain features and attributes of a sample of all of BBVA's selected loans from which the Receivables will be taken in order to be assigned to the Fund upon being established and the audit reports, if any, on the Additional Receivables acquired during the years 2017 and 2018, this being the Revolving Period, which remain outstanding as of December 31 in each of those years;
- e) the letter from BBVA taking responsibility, with the Management Company, for the Securities Note (including the Building Block);
- f) the notarial certificate recording payment of the Bond Issue, once the Bond Issue is paid up;
- g) the annual reports and the quarterly reports provided for in article 35 of Act 5/2015;
- h) the Rating Agencies' letters notifying the provisional and final ratings assigned to the Bond Series;
- i) the Management Company's annual accounts and the relevant audit reports; and
- j) the Management Company's articles of association and memorandum of association.

Those documents are physically on display at the registered office of EUROPEA DE TITULIZACIÓN at Madrid, Calle Lagasca, 120.

Moreover, the documents referred to in a), c), g) and h) are also on display at the website of EUROPEA DE TITULIZACIÓN, at www.edt-sg.com.

Additionally, the documents listed in a) to g) are on display at the CNMV's headquarters at Calle Edison, 4, Madrid, and the Prospectus and the Deed of Constitution are available at the CNMV's website at www.cnmv.es.

The Deed of Constitution of the Fund is physically on display at the place of business of Iberclear in Madrid, Plaza de la Lealtad number 1.

SECURITIES NOTE

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

1 PERSONS RESPONSIBLE

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

- 1.1.1 Mr Mario Masiá Vicente, acting for and on behalf of EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, the company sponsoring BBVA CONSUMO 9 FONDO DE TITULIZACIÓN, takes responsibility for the contents of this Securities Note and of the Building Block.

Mr Mario Masiá Vicente, General Manager of the Management Company, is acting pursuant to authorities conferred by the Board of Directors' Executive Committee on February 13, 2017.

- 1.1.2 Ms Reyes Bóver Rodríguez and Ms Fátima Martín Calamardo[], duly authorised for these presents, acting for and on behalf of BANCO BILBAO VIZCAYA ARGENTARIA S.A., Lead Manager of the Bond Issue by BBVA CONSUMO 9 FONDO DE TITULIZACIÓN, take responsibility for the contents of this Securities Note (including the Building Block).

Ms Reyes Bóver Rodríguez is acting as attorney-in-fact for BBVA using the powers conferred on her before Madrid Notary Mr José María Arriola Arana on September 6, 2004, his document number 1706.

Ms Fátima Martín Calamardo is acting as attorney-in-fact for BBVA using the powers conferred on her before Madrid Notary Mr Carlos Rives Gracia on December 22, 2014, his document number 3090.

1.2 Declaration by those responsible for the Securities Note.

- 1.2.1 Mr Mario Masiá Vicente declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Securities Note (including the Building Block) is, to the best of his knowledge, in accordance with the facts and contains no omission likely to affect its import.
- 1.2.2 Ms Reyes Bóver Rodríguez and Ms Fátima Martín Calamardo declare that, having taken all reasonable care to ensure that such is the case, the information contained in this Securities Note (including the Building Block) is, to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import.

2 RISK FACTORS

The risk factors attached to the assets backing the Bond Issue are described in paragraph 1 of the preceding Risk Factors section of this Prospectus.

The other risk factors linked to the securities are described in paragraph 2 of the preceding Risk Factors section of this Prospectus.

3 KEY INFORMATION

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

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

- a) EUROPEA DE TITULIZACIÓN is the Fund Management Company.

- b) BBVA and EUROPEA DE TITULIZACIÓN have structured the financial terms of the Fund and the Bond Issue.
- c) BBVA is the Originator of the Receivables to be pooled in the Fund and shall be the Fund's counterparty under the Subordinated Loan, Start-Up Loan, Account (Treasury Account), Account (Principal Account) and Financial Intermediation Agreements. BBVA is also involved as the Lead Manager and shall be the Subscriber of the Bond Issue and the Bond Issue Paying Agent. Additionally, BBVA shall be designated Loan Manager by the Management Company under the Management Agreement.
- d) GARRIGUES, as independent legal adviser, has provided legal advice for the establishment of the Fund and the Bond Issue and has been involved in reviewing this Prospectus (including its legal, tax and contractual implications), the transaction and financial service agreements referred to herein, the Deed of Constitution and the notarised certificate assigning the Initial Receivables.
- e) Deloitte has prepared the audit report on certain features and attributes of a sample of all of BBVA's selected loans from which the Initial Receivables will be taken to be assigned to the Fund upon being established.
- f) DBRS, Moody's and Scope are the Rating Agencies that have assigned ratings to Series A Bonds and DBRS and Scope are the Rating Agencies that have assigned ratings to Series B Bonds.

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

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

4.1 Total amount of the securities and subscription.

4.1.1 Total amount of the securities.

The total face value amount of the Issue of Asset-Backed Bonds (the "**Bond Issue**") is EUR one billion three hundred and seventy-five million (1,375,000,000.00), consisting of thirteen thousand seven hundred and fifty (13,750) Bonds denominated in Euros and pooled in two Series, distributed as follows:

- i) Series A, with ISIN ES0305252001, having a total face amount of EUR one billion two hundred and fifty-one million two hundred thousand (1,251,200,000.00) comprising twelve thousand five hundred and twelve (12,512) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either "**Series A**" or "**Series A Bonds**").
- ii) Series B, with ISIN ES0305252019, having a total face amount of EUR one hundred and twenty-three million eight hundred thousand (123,800,000.00) comprising one thousand two hundred and thirty-eight (1,238) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either "**Series B**" or "**Series B Bonds**").

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

4.1.2 Bond issue price.

The Bonds are issued at 100 percent of their face value. The issue price of each Bond in Series A and B shall be EUR one hundred thousand (100,000.00) per Bond, clear of taxes and subscription costs for the subscriber through the Fund.

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

4.1.3 Subscription for the Bond Issue.

The Bond Issue shall be subscribed for by BBVA (the “**Subscriber**”) under the Bond Issue management and subscription agreement (the “**Management and Subscription Agreement**”) to be entered into with the Management Company for and on behalf of the Fund.

BBVA shall receive no fee for subscribing for the Bond Issue and shall pay to the Fund on the Closing Date, for same day value, the total price for subscribing for the Bonds at face value. BBVA shall receive no fees for leading the Bond Issue.

The Management and Subscription Agreement shall be fully terminated in the event that DBRS or Moody's should not confirm the provisional ratings assigned to the Bonds as final ratings by 2pm (CET) on March 28, 2017.

4.2 Description of the type and class of the securities.

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

4.3 Legislation under which the securities have been created.

The establishment of the Fund and the Bond Issue are subject to Spanish Law and in particular are carried out in accordance with the legal system provided for by (i) Act 5/2015, (ii) the Securities Market Act and applicable implementing regulations, (iii) Royal Decree 1310/2005, (iv) Regulation 809/2004, (v) Order EHA/3537/2005, November 10, implementing article 27.4 of Securities Market Act 24/1988, July 28 (matching article 37.4 of the Securities Market Act), and (vi) all other legal and statutory provisions in force and applicable from time to time.

The Deed of Constitution, the Bond issue and the agreements relating to transactions for hedging financial risks and provision of services to the Fund shall be subject to Spanish Law and shall be governed by and construed in accordance with Spanish Laws.

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

The Bonds issued by the Fund will be exclusively represented by means of book entries, and will become such Bonds when entered in the relevant register at Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores S.A.U. (“**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 7 of the Securities Market Act.

Iberclear, with place of business at Plaza de la Lealtad, 1, Madrid, shall be the institution designated in the Deed of Constitution to account for the Bonds in order for the Bonds to be cleared and settled in accordance with the operating rules regarding securities admitted to trading on the AIAF and represented by means of book entries, established now or henceforth by Iberclear or AIAF.

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

4.5 Currency of the issue.

The Bonds shall be denominated in Euros.

4.6 Order of priority of the securities and extent of subordination.

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

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

Payment of interest accrued by Series A Bonds is (i) second (2nd) in the application of Available Funds in the Priority of Payments established in section 3.4.6.2.1.2 of the Building Block, and (ii) third (3rd) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

Payment of interest accrued by Series B Bonds is (i) third (3rd) in the application of Available Funds in the Priority of Payments established in said section 3.4.6.2.1.2 of the Building Block, other than in the event provided for therein for the same to be deferred, in which case it shall be fifth (5th), and (ii) fifth (5th) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

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

The Principal Withholding amount designed for acquiring Additional Receivables and, after the Revolving Period ends, for amortising the Bonds as a whole is fourth (4th) in the application of Available Funds in the Priority of Payments established in section 3.4.6.2.1.2 of the Building Block.

Bond principal repayment in each Series shall take place in accordance with the rules for Distribution of Principal Available Funds contained in section 4.9.3.1.5 of this Securities Note and in section 3.4.6.2.2.2 of the Building Block.

Series A Bond principal repayment is fourth (4th) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

Series B Bond principal repayment is sixth (6th) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

4.7 Description of the rights attached to the securities.

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

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

Bondholders and all other creditors of the Fund shall have no recourse whatsoever against the Fund or against the Management Company in the event of non-payment of amounts due by the Fund resulting from the existence of default or Receivable prepayment, a breach by the Originator of its obligations or by the counterparties under 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. Notwithstanding the foregoing, the Management Company shall, as the Fund's representative, have recourse against the Originator and against the Fund's counterparties in the event of a breach by the counterparties of their obligations to the Fund.

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

All matters, disagreements, actions and claims arising out of the Management Company establishing, managing and being the authorised representative of BBVA CONSUMO 9 FONDO DE TITULIZACIÓN

and the Bond Issue by the same shall be heard and ruled upon by the competent Spanish Courts and Tribunals in the city of Madrid.

4.8 Nominal interest rate and provisions relating to interest payable.

4.8.1 Bond nominal interest rate.

The Bonds in each Series shall, from the Closing Date until their final maturity, accrue fixed yearly nominal interest, payable quarterly, which shall be as established hereinafter for each Series.

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

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

4.8.1.1 Interest accrual.

For interest accrual purposes, the duration of each Bond Series shall be divided into successive interest accrual periods (“**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:

- a) the duration of the first Interest Accrual Period shall be equivalent to the exact number of days elapsed between the Closing Date, March 29, 2017, inclusive, and the first Payment Date, June 21, 2017, exclusive; and
- b) the duration of the last Interest Accrual Period shall be equivalent to the exact number of days elapsed between the last Payment Date prior to liquidation of the Fund, inclusive, and the liquidation date, exclusive.

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

4.8.1.2 Nominal Interest Rate.

The Nominal Interest Rate applicable to the Bonds in each Series shall be:

- For **Series A:** 0.70%.
- For **Series B:** 1.00%.

4.8.1.3 Formula for calculating interest.

Interest settlement for each Bond Series, payable on each Payment Date or on the Fund liquidation date for each Interest Accrual Period, shall be calculated for each Series in accordance with the following formula:

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

Where:

I = Interest payable on a given Payment Date or on the settlement date.

P = Outstanding Principal Balance of the Series at the Determination Date preceding that Payment Date or at the settlement date.

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

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

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

Interest on the Bonds in each Series will be paid until their final maturity by Interest Accrual Periods in arrears (a) on March 21, June 21, September 21 and December 21 in each year, or the following Business Day if any of those is not a Business Day (each of those dates, a “**Payment Date**”), and interest for the then-current Interest Accrual Period will accrue until the aforementioned first Business Day, not inclusive, and (b) on the Fund liquidation date, on the terms established in section 4.8.1 of this Securities Note.

The first interest Payment Date for the Bonds in each Series shall be June 21, 2017, and interest will accrue at the applicable Nominal Interest Rate between the Closing Date, March 29, 2017, inclusive, and June 21, 2017, exclusive.

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

- public holiday in the city of Madrid, or
- non-business day in the TARGET 2 calendar (or future replacement calendar).

Both interest resulting for Bondholders in each Series and the amount, if any, of interest accrued and not paid, shall be notified to Bondholders as described in section 4.1.1.a) of the Building Block, at least one (1) Business 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 or on the date on which the Fund is liquidated in the Liquidation Priority of Payments.

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

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

The Fund, through its Management Company, may not defer Bond interest payment beyond September 21, 2033, the Final Maturity Date, or the following Business Day if that is not a Business Day.

The Bond Issue shall be serviced through the Paying Agent, and therefore the Management Company shall, for and on behalf of the Fund, enter into a Paying Agent Agreement with BBVA as set out in section 5.2.1 of this Securities Note.

4.9 Maturity date and amortisation of the securities.

4.9.1 Bond redemption price.

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

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

4.9.2 Characteristics specific to the amortisation of each Bond Series.

4.9.2.1 Amortisation of Series A Bonds.

Series A Bond principal shall be amortised by partial amortisation on each Payment Date after Bond amortisation begins, in an amount equal to the Principal Available Funds applied on each Payment Date to amortising Series A, in accordance with the rules for Distribution of Principal Available Funds given in sections 4.9.3.1.4 and 4.9.3.1.5 below, prorated between the Bonds in Series A proper by reducing the face amount of each Series A Bond.

The first partial amortisation of Series A Bonds shall occur on the Payment Date falling on December 21, 2018 or on a previous Payment Date in the event of early termination of the Receivables Revolving Period.

Notwithstanding partial or total amortisation resulting from partial amortisation as provided for in the preceding paragraph, final amortisation of Series A Bonds shall occur on the Final Maturity Date (September 21, 2033 or the following Business Day if that is not a Business Day), or before the Final Maturity Date, in accordance with the provisions of section 4.9.3.2 of this Securities Note, upon Early Liquidation and Early Amortisation of the Bond Issue, in both cases in the Liquidation Priority of Payments.

4.9.2.2 Amortisation of Series B Bonds.

Series B Bond principal shall be amortised by partial amortisation on each Payment Date after Bond amortisation begins, in an amount equal to the Principal Available Funds applied on each Payment Date to amortising Series B in accordance with the rules for Distribution of Principal Available Funds given in sections 4.9.3.1.4 and 4.9.3.1.5 below, prorated between the Bonds in Series B proper by reducing the face amount of each Series B Bond.

The first partial amortisation of Series B Bonds shall occur once Series A Bonds have been fully amortised.

Notwithstanding partial or total amortisation resulting from partial amortisation as provided for in the preceding paragraph, final amortisation of Series B Bonds shall occur on the Final Maturity Date (September 21, 2033 or the following Business Day if that is not a Business Day), or before the Final Maturity Date, in accordance with the provisions of section 4.9.3.2 of this Securities Note, upon Early Liquidation and Early Amortisation of the Bond Issue, in both cases in the Liquidation Priority of Payments.

4.9.3 Common characteristics applicable to Bond amortisation in each Series.

4.9.3.1 Partial amortisation.

Irrespective of the Final Maturity Date and subject to Early Amortisation of the Bond Issue in the event of Early Liquidation of the Fund, the Fund shall, through its Management Company, proceed to partial amortisation of the Bonds in each Series, after the Revolving Period ends, on each Payment Date on the specific amortisation terms for each Series established in section 4.9.2 of this Securities Note and on the terms described hereinafter in this section common to both Series.

4.9.3.1.1 Determination Dates and Determination Periods.

Determination dates (the “**Determination Dates**”) will be the dates falling on the tenth (10th) Business Day preceding each Payment Date on which the Management Company on behalf of the Fund will make all necessary calculations to distribute or withhold the Available Funds and the Principal Available Funds which the Fund shall dispose of on the relevant Payment Date, in the Priority of Payments. The first Determination Date shall be June 7, 2017.

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

- (i) the duration of the first Determination Period shall be equal to the days elapsed between the date of establishment of the Fund, inclusive, and the first Determination Date, June 7, 2017, inclusive, and

- (ii) the duration of the last Determination Period shall be equal to the days elapsed a) until the Final Maturity Date or the date on which Early Liquidation of the Fund concludes, as provided for in section 4.4.3 of the Registration Document, b) from the Determination Date immediately preceding the Payment Date preceding the date referred to in a), not including the first date b) but including the last date a).

4.9.3.1.2 **Outstanding Principal Balance of the Bonds.**

The outstanding principal balance (the “**Outstanding Principal Balance**”) of a Series shall be the sum of the principal pending repayment (outstanding balance) at a date of all the Bonds making up that Series.

By addition, the Outstanding Principal Balance of the Bond Issue shall be the sum of the Outstanding Principal Balance of both Series A and B making up the Bond Issue.

4.9.3.1.3 **Principal Withholding on each Payment Date.**

On each Payment Date, the Available Funds shall be used in fourth (4th) place in the Priority of Payments for withholding the amount designed for acquiring Additional Receivables and, after the Revolving Period ends, for amortising the Bonds as a whole (“**Principal Withholding**”), in an amount equal to the positive difference, if any, on the Determination Date preceding the relevant Payment Date, between (i) the Outstanding Principal Balance of the Bond Issue, and (ii) the sum of a) the Outstanding Balance of Non-Doubtful Receivables and b) the Principal Account balance.

Depending on the liquidity existing on each Payment Date, the amount of the Available Funds actually applied to Principal Withholding shall be included among the Principal Available Funds and be applied in accordance with the rules for Distribution of Principal Available Funds established hereinafter in section 4.9.3.1.5 below.

4.9.3.1.4 **Principal Available Funds on each Payment Date.**

The principal available funds on each Payment Date (the “**Principal Available Funds**”) shall be the following:

- a) the Principal Withholding amount actually applied in fourth (4th) place of the Available Funds on the relevant Payment Date, and
- b) until the Payment Date next succeeding the end of the Revolving Period, inclusive, the Principal Account balance.

4.9.3.1.5 **Distribution of Principal Available Funds.**

The Principal Available Funds shall be applied on each Payment Date in accordance with the following rules (“**Distribution of Principal Available Funds**”):

1. During the Receivables Revolving Period, the Principal Available Funds shall be applied to payment of the assignment price comprising the face value of the outstanding capital or principal of the Additional Receivables acquired by the Fund on the relevant Payment Date.

The remaining Principal Available Funds not used for acquiring Additional Receivables shall remain credited to the Principal Account.

2. After the Revolving Period ends, the Principal Available Funds shall be sequentially applied firstly to amortising Series A until fully amortised and secondly to amortising Series B Bonds until fully amortised.

4.9.3.2 **Early Amortisation of the Bond Issue.**

Subject to the Fund’s obligation, through its Management Company, to proceed to final amortisation of the Bonds on the Final Maturity Date or partial amortisation of each Series before the Final Maturity Date, the Management Company shall be authorised to proceed, as the case may be, to Early Liquidation of the Fund and hence Early Amortisation of the Bond Issue in the Early Liquidation Events and subject to the

requirements established in section 4.4.3 of the Registration Document and subject to the Liquidation Priority of Payments.

4.9.3.3 **Final Maturity Date.**

The final maturity date (the “**Final Maturity Date**”) and consequently final amortisation of the Bonds is September 21, 2033 or the following Business Day if that 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 4.9.3.1 and 4.9.3.2 of this Securities Note, proceeding to amortise the Bond Issue before the Final Maturity Date. Final amortisation of the Bonds on the Final Maturity Date shall be made subject to the Liquidation Priority of Payments.

4.10 **Indication of yield.**

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

- i) Acquisition by the Fund of Additional Receivables during the Revolving Period in order to replace the decrease in the amounts of the Receivables.
- ii) The repayment schedule and system of each Receivable established in the relevant Loan agreements.
- iii) The Obligors’ capacity to prepay the Receivables in whole or in part and the aggregate prepayment pace throughout the life of the Fund. In this sense, Receivable prepayments by Obligors, subject to continual changes, and estimated in this Prospectus using several performance assumptions of the future effective constant annual early amortisation or prepayment rate (hereinafter also “**CPR**”), are very significant and shall directly affect the pace at which Bonds are amortised, and therefore their average life and duration.
- iv) Changes, if any, in Receivable interest rates resulting in every instalment repayment amount differing.
- v) Obligors’ delinquency in payment of Receivable instalments.

The following assumed values have been used for the above-mentioned factors in calculating the amounts tabled in section 4.10.1 below:

- Loan (Receivables) interest rate: the interest rate in force for each selected loan at March 6, 2017 has been used in calculating the repayment instalments and interest of each of the selected loans;
- Receivable portfolio delinquency: 4.68% -delinquency rate of consumer loans granted by BBVA at December 31, 2016- of the Outstanding Balance of the Receivables starting from 17 months after the Fund is established (monthly increases of 0.40% of the Outstanding Balance of delinquent Receivables up to the aforesaid 4.68%). Assuming that 70% of the portfolio arrears is recovered within 18 months of becoming delinquent, the remaining receivables not recovered would become doubtful. Assuming that 0.40% per month of the Outstanding Balance of the Receivables will become delinquent until the 4.68% delinquency rate is reached, Series B interest payment would be deferred in the Priority of Payments on the Payment Date falling on June 21, 2018, for CPRs of 10%, 11% and 12%, because the cumulative Outstanding Balance of Delinquent Receivables, reckoned at the amount of the Outstanding Balance at the Delinquent Loan classification date, since the Fund was established, exceeds 5.00% of the Maximum Receivable Amount upon the Fund being established and Series A Bonds have not been fully amortised, as established in 3rd place of the Priority of Payments in section 3.4.6.2.2 of the Building Block;
- Receivable portfolio doubtful rate: 1.40% per annum (arrived at on the delinquency rate of consumer loans granted by BBVA at December 31, 2016 set out in the preceding paragraph and the percentage of receivables not recovered) 30% of the Outstanding Balance of Doubtful Receivables being recovered per annum within 36 months of becoming delinquent as set out in the preceding paragraph, the cumulative Receivable portfolio doubtful rates from the establishment of the Fund with respect to the initial Outstanding Balance of the Loans at the establishment of the Fund being: 5.17% for a 10% CPR; 5.08% for an 11% CPR; and 4.94% for a 12% CPR;
- that the Receivable prepayment rate remains constant throughout the life of the Bonds;

- that the Bond Closing Date is March 29, 2017;
- that the Receivables Revolving Period would end early on the Payment Date falling on September 21, 2017 upon the occurrence of event b) provided for in section 2.2.2.2.1 of the Building Block, and until that Payment Date, exclusive, Additional Receivables shall be acquired on each Payment Date and in the aggregate Principal Available Funds on each such dates; and
- that the final maturity of the additional Receivables acquired during the Revolving Period is 5 years;
- that the interest rates applicable to each Bond Series are as established in section 4.8.1.2 of this Securities Note:

	Series A Bonds	Series B Bonds
Nominal interest rate	0.70%	1.00%

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

Assuming that the Management Company shall exercise the Early Liquidation of the Fund and Early Amortisation of the Bond Issue option provided in section 4.4.3.1(i) of the Registration Document when the Outstanding Balance of the Receivables is less than 10% of the initial Outstanding Balance, the average life, return (IRR) for the Bond subscriber, duration and final maturity of the Bonds for different CPRs of the Receivables, based on the performance over the last twelve months of similarly characterised loans previously securitised by the Originator, would be as follows:

% CPR:	10.00%	11.00%	12.00%
Series A			
Average life (years)	2.27	2.23	2.18
IRR	0.712%	0.712%	0.712%
Duration (years)	2.23	2.19	2.15
Final maturity	21 09 2022	21 09 2022	21 06 2022
(in years)	5.48	5.48	5.23
Series B			
Average life (years)	5.48	5.48	5.23
IRR	1.018%	1.018%	1.018%
Duration (years)	5.29	5.29	5.05
Final maturity	21 09 2022	21 09 2022	21 06 2022
(in years)	5.48	5.48	5.23

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

- Whereas Receivable CPRs are assumed to be constant respectively at 10%, 11% and 12% throughout the life of the Bond Issue, as explained above the actual prepayment rate changes continually.
- The Outstanding Principal Balance of each Bond Series on each Payment Date and hence interest payable on each such dates shall depend on the actual Receivable prepayment, delinquency and default rates.
- It is assumed that the Management Company will exercise the Early Liquidation option of the Fund and thereby Early Amortisation of the Bond Issue when the Outstanding Balance of the Receivables is less than 10% of the initial Outstanding Balance upon the Fund being set up, as provided in section 4.4.3(i) of the Registration Document.

**ESTIMATED FLOWS FOR EVERY BOND WITHOUT WITHHOLDING FOR THE HOLDER
(AMOUNTS IN EUR)
CPR = 10.00%**

Payment Date	Series A Bonds			Series B Bonds		
	Principal Repaid	Gross Interest	Total Flow	Principal Repaid	Gross Interest	Total Flow
TOTALS:	100,000.00	1,679.77	101,679.77	100,000.00	8,341.67	108,341.67
29/03/2017						
21/06/2017	0.00	163.33	163.33	0.00	233.33	233.33
23/01/2017	8,524.70	261.11	8,785.82	0.00	391.67	391.67
21/09/2017	8,892.99	178.89	9,071.88	0.00	383.33	383.33
21/12/2017	8,364.67	161.21	8,525.88	0.00	379.17	379.17
21/03/2018	7,851.89	144.80	7,996.69	0.00	375.00	375.00
21/06/2018	7,442.65	133.97	7,576.62	0.00	383.33	383.33
21/09/2018	6,928.22	120.66	7,048.87	0.00	383.33	383.33
21/12/2018	6,541.99	107.09	6,649.08	0.00	379.17	379.17
21/03/2019	6,133.67	94.46	6,228.13	0.00	375.00	375.00
21/06/2019	5,777.76	85.59	5,863.35	0.00	383.33	383.33
23/09/2019	5,334.98	76.89	5,411.86	0.00	391.67	391.67
23/12/2019	4,909.64	64.99	4,974.63	0.00	379.17	379.17
23/03/2020	4,534.96	56.31	4,591.27	0.00	379.17	379.17
22/06/2020	4,236.66	48.28	4,284.94	0.00	379.17	379.17
21/09/2020	3,848.34	40.79	3,889.12	0.00	379.17	379.17
21/12/2020	3,481.25	33.98	3,515.22	0.00	379.17	379.17
22/03/2021	3,140.67	27.82	3,168.49	0.00	379.17	379.17
21/06/2021	2,869.41	22.26	2,891.67	0.00	379.17	379.17
21/09/2021	2,537.72	17.37	2,555.09	0.00	383.33	383.33
21/12/2021	2,006.86	12.69	2,019.55	0.00	379.17	379.17
21/03/2022	1,739.99	9.04	1,749.03	0.00	375.00	375.00
21/06/2022	1,614.15	6.13	1,620.28	0.00	383.33	383.33
21/09/2022	1,811.52	3.24	1,814.76	100,000.00	383.33	100,383.33

**ESTIMATED FLOWS FOR EVERY BOND WITHOUT WITHHOLDING FOR THE HOLDER
(AMOUNTS IN EUR)
CPR = 11.00%**

Payment Date	Series A Bonds			Series B Bonds		
	Principal Repaid	Gross Interest	Total Flow	Principal Repaid	Gross Interest	Total Flow
TOTALS:	100,000.00	1,649.29	101,649.29	100,000.00	8,341.67	108,341.67
29/03/2017						
21/06/2017	0.00	163.33	163.33	0.00	233.33	233.33
21/09/2017	9,171.45	178.89	9,350.34	0.00	383.33	383.33
21/12/2017	8,592.53	160.72	8,753.24	0.00	379.17	379.17
21/03/2018	8,034.38	143.91	8,178.29	0.00	375.00	375.00
21/06/2018	7,590.02	132.74	7,722.76	0.00	383.33	383.33
21/09/2018	7,040.54	119.16	7,159.70	0.00	383.33	383.33
21/12/2018	6,624.89	105.41	6,730.29	0.00	379.17	379.17
21/03/2019	6,188.46	92.66	6,281.11	0.00	375.00	375.00
21/06/2019	5,809.12	83.64	5,892.76	0.00	383.33	383.33
23/09/2019	5,344.84	74.84	5,419.69	0.00	391.67	391.67
23/12/2019	4,900.36	63.00	4,963.36	0.00	379.17	379.17
23/03/2020	4,509.82	54.33	4,564.15	0.00	379.17	379.17
22/06/2020	4,197.02	46.35	4,243.37	0.00	379.17	379.17
21/09/2020	3,799.04	38.92	3,837.96	0.00	379.17	379.17
21/12/2020	3,424.15	32.20	3,456.35	0.00	379.17	379.17
22/03/2021	3,077.86	26.14	3,104.00	0.00	379.17	379.17
21/06/2021	2,802.17	20.69	2,822.87	0.00	379.17	379.17
21/09/2021	2,468.73	15.91	2,484.64	0.00	383.33	383.33
21/12/2021	1,944.58	11.37	1,955.94	0.00	379.17	379.17
21/03/2022	1,680.87	7.84	1,688.71	0.00	375.00	375.00
21/06/2022	1,553.35	5.01	1,558.36	0.00	383.33	383.33
21/09/2022	1,245.81	2.23	1,248.04	100,000.00	383.33	100,383.33

**ESTIMATED FLOWS FOR EVERY BOND WITHOUT WITHHOLDING FOR THE HOLDER
(AMOUNTS IN EUR)
CPR = 12.00%**

Payment Date	Series A Bonds			Series B Bonds		
	Principal Repaid	Gross Interest	Total Flow	Principal Repaid	Gross Interest	Total Flow
TOTALS:	100,000.00	1,618.13	101,618.13	100,000.00	7,958.33	107,958.33
29/03/2017						
21/06/2017	0.00	163.33	163.33	0.00	233.33	233.33
21/09/2017	9,452.29	178.89	9,631.18	0.00	383.33	383.33
21/12/2017	8,820.88	160.22	8,981.10	0.00	379.17	379.17
21/03/2018	8,215.96	143.02	8,358.98	0.00	375.00	375.00
21/06/2018	7,735.39	131.50	7,866.89	0.00	383.33	383.33
21/09/2018	7,150.11	117.67	7,267.77	0.00	383.33	383.33
21/12/2018	6,704.62	103.73	6,808.36	0.00	379.17	379.17
21/03/2019	6,239.90	90.86	6,330.76	0.00	375.00	375.00
21/06/2019	5,836.99	81.72	5,918.71	0.00	383.33	383.33
23/09/2019	5,351.33	72.83	5,424.16	0.00	391.67	391.67
23/12/2019	4,887.99	61.03	4,949.02	0.00	379.17	379.17
23/03/2020	4,481.93	52.38	4,534.31	0.00	379.17	379.17
22/06/2020	4,155.04	44.45	4,199.50	0.00	379.17	379.17
21/09/2020	3,747.86	37.10	3,784.96	0.00	379.17	379.17
21/12/2020	3,365.67	30.47	3,396.14	0.00	379.17	379.17
22/03/2021	3,014.17	24.51	3,038.68	0.00	379.17	379.17
21/06/2021	2,734.46	19.18	2,753.64	0.00	379.17	379.17
21/09/2021	2,399.71	14.50	2,414.21	0.00	383.33	383.33
21/12/2021	1,882.80	10.10	1,892.90	0.00	379.17	379.17
21/03/2022	1,622.49	6.69	1,629.18	0.00	375.00	375.00
21/06/2022	2,200.40	3.94	2,204.34	100,000.00	383.33	100,383.33

4.11 Representation of security holders.

The Deed of Constitution does not make provision for a creditors' meeting to be convened on the terms set down in article 37 of Act 5/2015.

On the terms provided for in article 26.1 of Act 5/2015, it shall be the Management Company's duty to act using its best endeavours and transparently in enforcing Bondholders' and financiers' interests. In addition, in accordance with article 26.2 of Act 5/2015, the Management Company shall be liable to Bondholders and other creditors of the Fund for all losses caused to them by a breach of its duties.

4.12 Resolutions, authorisations and approvals for issuing the securities.

a) Corporate resolutions.

Resolution to set up the Fund and issue the Bonds:

The Executive Committee of EUROPEA DE TITULIZACIÓN's Board of Directors resolved on February 13, 2017 that:

- i) BBVA CONSUMO 9 FONDO DE TITULIZACIÓN be set up in accordance with the legal system for which provision is made in Act 5/2015, and all other legal and statutory provisions in force and applicable from time to time.
- ii) Receivables assigned by BBVA under consumer loans reported on the assets of BBVA granted to individuals resident in Spain for financing consumer activities (such consumer activities to be broadly construed, and including, but not limited to, financing of obligor expenses, purchase of goods, including motor cars or services), either the initial receivables at inception or, thereafter, the additional receivables during the revolving period.
- iii) The Bonds be issued by the Fund.

Resolution to assign the Receivables:

BBVA's Standing Executive Committee resolved at a meeting held on January 30, 2017, to authorise the assignment, once or several times, of receivables from loans and/or credits without mortgage security, granted by BBVA to finance consumption by individual, altogether amounting to not more than one billion four hundred million euros (€1,400,000,000) and falling due within not more than 12 years, to one or several open-end securitisation funds, sponsored by BBVA, the possibility being provided for a revolving period to be established lasting not more than 24 months from the establishment of the fund, during which BBVA may assign additional receivables amounting to not more than the same amounts of the receivables from loans and/or credits assigned and repaid during that period.

b) Registration by the CNMV.

There is a condition precedent for the Fund to be established, inter alia, that this Prospectus be approved by and entered at the CNMV, in accordance with the provisions of article 22.1 d) of Act 5/2015.

This Prospectus has been entered in the CNMV's Official Registers.

c) Execution of the Fund public deed of constitution.

Upon the CNMV registering this Prospectus, the Management Company shall proceed, with BBVA, as Originator of the Receivables, to execute on March 27, 2017 a public deed whereby BBVA CONSUMO 9 FONDO DE TITULIZACIÓN will be established and the Fund will issue the Asset-Backed Bonds, and the relevant notarised certificate whereby BBVA will assign the Initial Receivables to the Fund.

The Management Company represents that the contents of the Deed of Constitution and the notarised certificates assigning the Initial Receivables shall match, in essence, the drafts of two documents it has submitted to the CNMV and the terms of the Deed of Constitution or the notarised certificate assigning the Initial Receivables shall at no event contradict, change, alter or invalidate the contents of this Prospectus.

The Management Company shall submit a copy of the Deed of Constitution and the notarised certificate whereby BBVA will assign the Initial Receivables to the Fund, to the CNMV to be entered in the Official Registers.

4.13 Issue date of the securities.

The Bonds shall be issued in pursuance of the Deed of Constitution on March 27, 2017.

The Bond Issue shall be fully subscribed for by BBVA.

BBVA shall pay to the Fund on March 29, 2017 (the “**Closing Date**”), for same day value, the issue price comprising the face value of the Bonds subscribed for.

4.14 Restrictions on the free transferability of the securities.

There are no restrictions on the free transferability of the Bonds. They may be freely transferred by any means admissible at Law and in accordance with the rules of the AIAF Mercado de Renta Fija (“**AIAF**”) where their admission to trading shall be applied for by the Management Company. A transfer in the accounts (book entry) will convey the ownership of each Bond. The effects of entering the conveyance to the transferee in the accounting record shall be the same as handing over the certificates and the transfer shall thenceforth be enforceable on third parties.

5 ADMISSION TO TRADING AND DEALING ARRANGEMENTS.

5.1 Market where the securities will be traded.

The Management Company shall, upon the Bonds having been paid up, apply for this Bond Issue to be admitted to trading on AIAF, which is a qualified official secondary securities market pursuant to article 43.2 d) of the Securities Market Act. The Management Company undertakes to do all such things as may be necessary in order that definitive admission to trading is achieved not later than one month after the Closing Date.

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

In the event that, by the end of the one- (1.) month period referred to in the first paragraph of this section, the Bonds should not be admitted to trading on the AIAF, the Management Company shall forthwith proceed to notify Bondholders thereof, moreover advising of the reasons resulting in such breach, using the extraordinary notice procedure provided for in section 4.1.2 of the Building Block. This shall be without prejudice to the Management Company being held to be contractually liable, as the case may be, if the delay is due to events attributable to the same.

5.2 Paying agents and depository agents.

5.2.1 Bond Issue Paying Agent.

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

The Management Company shall, for and on behalf of the Fund, enter with BBVA into a paying agent agreement to service the Bond Issue, the most significant terms of which are given in section 3.4.7.1 of the Building Block.

6 EXPENSE OF THE OFFERING AND OF ADMISSION TO TRADING.

The expected expenses deriving from setting up the Fund and issue and admission to trading of the Bond Issue amount to EUR six hundred and fifty thousand (650,000.00). These expenses include, inter alia, the initial Management Company fee, notary's fees, rating and legal advice fees, CNMV fees, AIAF and Iberclear fees, the initial fee payable to European DataWarehouse ("EDW") and Prospectus translation expenses.

EDW is a company created with the support of the European Central Bank, funded and governed by market participants. EDW operates as a utility to respond to the need for disclosure to investors in asset-back securities issues

7 ADDITIONAL INFORMATION.

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

GARRIGUES, as independent legal adviser, has provided legal advice for establishing the Fund and issuing the Bonds and has been involved in reviewing the legal, tax and contractual aspects of this Prospectus, the transaction and financial service agreements referred to herein, the Deed of Constitution and the notarised certificate assigning the Initial Receivables.

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

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

Not applicable.

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

Deloitte has audited the most significant features of a sample of the selected loans on the terms set forth in section 2.2 of the Building Block. In addition, it audited the Management Company's annual accounts for the years ended December 31, 2015 and 2014 and BBVA's annual accounts for the years ended December 31, 2016 and 2015.

7.4 Information sourced from a third party.

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

In the Deed of Constitution of the Fund and in each notarised certificate assigning Initial and Additional Receivables to the Fund, BBVA shall reaffirm to the Management Company the fulfilment of those characteristics on the date on which the Fund is established in relation to the Initial Receivables and on each assignment date in relation to the Additional Receivables assigned on each date.

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

7.5 Credit ratings assigned to the securities by rating agencies.

DBRS, Moody's and Scope have, on the registration date of this Prospectus, assigned the following provisional ratings to each Bond Series, and expect to assign the same final ratings by 2pm (CET) on March 28, 2017.

Bond Series	DBRS Ratings	Moody's Ratings	Scope Ratings
Series A	A (sf)	A3 (sf)	AA-SF
Series B	BB (sf)	-	B-SF

If DBRS or Moody's should not confirm any of the assigned provisional ratings as final by 2pm (CET) on March 28, 2017, this circumstance would forthwith be notified to the CNMV and be publicised in the manner for which provision is made in section 4.1.2 of the Building Block. Furthermore, this circumstance would result in the establishment of the Fund, the Bond Issue and the assignment of the Initial Receivables terminating, as provided for in section 4.4.4 (v) of the Registration Document.

Rating considerations.

The meaning of the ratings assigned to the Bonds by DBRS, Moody's and Scope can be viewed at those Rating Agencies' websites: respectively www.dbrs.com, www.moody's.com and www.scooperatings.com.

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 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 4.1 of the Building Block.

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

ASSET-BACKED SECURITIES NOTE BUILDING BLOCK

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

1. SECURITIES

1.1 Minimum denomination of the issue.

The Fund shall be set up with the Initial Receivables which BBVA shall assign to the Fund upon being established and their total principal or capital shall be equal to or slightly under EUR one billion three hundred and seventy-five million (1,375,000,000.00), the face value amount of the Bond Issue.

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

Not applicable.

2. UNDERLYING ASSETS

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

Based on the selected loan information supplied by the Originator and the requirements laid down for replacement with other loans, the Management Company confirms that, having regard to their contractual characteristics, the flows of principal, interest and any other amounts generated by the securitised Receivables allow the payments due and payable on the Bonds issued to be satisfied.

Nevertheless, in order to cover for potential defaults on payment by the Obligors of the securitised Receivables, a number of credit enhancement transactions have been arranged allowing the amounts payable on the Bonds in each Series to be covered to a different extent and mitigating the liquidity risk due to the different liquidation periods of the Receivables and of the Bonds in each Series. In exceptional circumstances, the enhancement transactions could actually fall short. The credit enhancement transactions are described in section 3.4.2 of this Building Block.

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

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

2.2 Assets backing the issue.

The Receivables to be pooled in the Fund, represented by the Management Company, shall exclusively consist of Receivables owned by and shown on the assets of BBVA under loans granted to individuals resident in Spain for financing consumer activities (such consumer activities to be broadly construed, and including, but not limited to, financing of obligor expenses, purchase of goods, including motor cars or services), comprising the Initial Receivables assigned to the Fund upon being established and the Additional Receivables later assigned during the Revolving Period.

The requirements to be met by the Receivables to be assigned to the Fund, the characteristics of the Initial Receivables and the system for subsequent assignments of Additional Receivables during the Revolving Period, are described hereinafter in this section in accordance with the provisions of the Deed of Constitution.

Maximum Receivable Amount.

The maximum amount of the Outstanding Balance of the Receivables pooled in the Fund shall be EUR one billion three hundred and seventy-five million (1,375,000,000.00) (the “**Maximum Receivable Amount**”), equivalent to the face value of the Bond Issue.

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

The securitised assets are governed by Spanish Law and Consumer Credit Act 7/1995, March 23, Consumer Credit Contracts Act 16/2011, June 24 (“**Act 16/2011**”), and Act 28/1998, shall apply, as the case may be. The latter does not apply to contracts in force on the effective date of Act 16/2011, except as provided for in its Transitional Provision.

The main novelties of Act 16/2011 lie in the definition of consumer credit, information duties, related contracts, the right to withdrawal, and arbitration as a means for resolving disputes. These statutory novelties are the result of the transposition to Spanish Law of Directive 2008/48/EC of the European Parliament and of the Council of April 23, 2008 on credit agreements for consumers and repealing Council Directive 87/102/EEC of the Council.

Some of the Loans have been originated in an agreement certified by a commissioner for oaths, whereas the others, namely those not exceeding a given amount (EUR 20,000 if the loan finances the purchase of a motor car and EUR 10,000 for all other loans), may be originated in a private document.

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

Simultaneously upon executing the Deed of Constitution and by executing a notarised receivables assignment certificate, the Management Company, for and on behalf of the Fund, and the Originator shall perfect the agreement to assign to the Fund an as yet indeterminate number of Initial Receivables whose total principal or capital shall be equal to the Maximum Receivable Amount (EUR 1,375,000,000.00) or a slightly lower amount closest thereto, given how difficult it is to exactly adjust to that amount because each of the Loans will be assigned at each of their total outstanding capital or principal upon being assigned. The difference between the Maximum Receivable Amount and the amount of the Initial Receivables shall be credited to the Principal Account.

The Deed of Constitution and the notarised assignment certificate shall itemise each of the Initial Receivables assigned to the Fund, giving the main features allowing them to be identified.

The selected loan portfolio from which the Initial Receivables shall be taken comprises 169,230 loans, their outstanding principal at March 6, 2017 being EUR 1,424,401,774.44 and their overdue principal being EUR 431,144.78.

Out of the selected portfolio loans, 97.58%, in terms of outstanding principal, are loans granted to individuals with Spanish citizenship, whereas the remaining 2.42% have been granted to foreign individuals resident in Spain.

The contract terms of 98.20%, in terms of outstanding principal, of the fixed-rate selected loans (87.93% of the selected portfolio loans, in terms of outstanding principal), include a potential reduction of the interest rate applicable to the loan provided that the obligor is in good standing in payments under the loan or other transactions entered into with BBVA and has purchased the products and/or services listed below:

- Payroll. Direct deposit of pay, pension, unemployment benefit or direct debit of self-employed worker contribution: rebate of up to not more than 3.00% of the interest rate.
- Loan repayment insurance purchased from BBVA Seguros, S.A.: rebate of up to not more than 1.00% of the interest rate.

The contract terms of 98.15%, in terms of outstanding principal, of the floating-rate selected loans (12.07% of the selected portfolio loans, in terms of outstanding principal), include a potential reduction of the interest rate applicable to the loan by reducing the margin over the 1-year Euribor benchmark index provided that the obligor is in good standing in payments under the loan or other transactions entered into

with BBVA and has purchased the products/services listed below:

- Payroll. Direct deposit of pay, pension, unemployment benefit or direct debit of self-employed worker contribution: rebate of up to not more than 3.00% of the margin rate.

If the maximum interest rate rebates referred to in the preceding paragraphs should apply, the average rate weighted by the selected portfolio principal at March 6, 2017 would be 6.659% instead of 6.969% as set out in subparagraph 2.2.2.1 f) below

Audit of the selected assets securitised through the Fund upon being established.

Deloitte has audited the 169,230 selected loans from which the Initial Receivables shall be taken.

That audit was made using sampling techniques consisting of analysing a number of transactions 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 attributes regarding the sample transactions and specifically regarding: loan origination, loan purpose, identification of the obligor, loan origination date, loan maturity date, initial loan amount, current loan balance, interest rate, interest rate spread, interest rate applied, collateral, repayment system, arrears in payment, and transfer of the loans. Selected loans in respect of which errors are detected in verifying the sample shall not be assigned to the Fund by the Originator.

The audit results are set out in a report prepared by Deloitte, this being one of the documents on display referred to in section 10 of the Registration Document.

2.2.2.1 Initial Receivables: General characteristics of the obligors and the economic environment, as well as global statistical data referred to the securitised assets.

a) Information as to number of the selected loan obligors and type of employment of obligors.

The selected loan obligors are individuals. The following table gives the concentration of the ten obligors weighing most in the portfolio of selected loans at March 6, 2017.

Selected loan portfolio at 06.03.2017				
Classification by Obligor				
	Loans		Outstanding principal	
	No.	%	(EUR)	%
Obligor 1	1	0.0006	97,334.34	0.0068
Obligor 2	2	0.0012	94,854.97	0.0067
Obligor 3	1	0.0006	93,805.82	0.0066
Obligor 4	1	0.0006	90,846.68	0.0064
Obligor 5	2	0.0012	88,943.59	0.0062
Obligor 6	1	0.0006	87,198.92	0.0061
Obligor 7	1	0.0006	85,497.64	0.0060
Obligor 8	2	0.0012	84,133.69	0.0059
Obligor 9	2	0.0012	83,833.48	0.0059
Obligor 10	2	0.0012	83,107.78	0.0058
Rest: 157,534 obligors	169,215	99.9911	1,423,512,217.53	99.9375
Total 157,544 obligors	169,230	100.00	1,424,401,774.44	100.00

The outstanding principal of each obligor is the result of the sum of the outstanding principal of each selected loan granted to a same obligor. The concentration of the ten obligors weighing most in the portfolio of selected loans is 0.0625%, in terms of outstanding principal.

The following table gives the distribution of the selected loans according to the obligor's type of employment.

Selected loan portfolio at 06.03.2017				
Classification by type of employment of the obligor				
	Loans		Outstanding principal	
	No.	%	(EUR)	%
Salaried employment under an indefinite contract	82,203	48.57	695,299,365.10	48.81
Salaried employment under contracts other than an indefinite contract	22,882	13.52	178,238,599.93	12.51
Self-employed	10,830	6.40	101,166,749.51	7.10
Civil Servant	19,546	11.55	229,012,218.25	16.08
Unemployed	4,453	2.63	29,076,620.18	2.04
Student	1,528	0.90	9,608,782.06	0.67
Pensioner	23,657	13.98	154,228,385.33	10.83
Landlord	594	0.35	4,012,005.61	0.28
Other	3,537	2.09	23,759,048.47	1.67
Total	169,230	100.00	1,424,401,774.44	100.00

b) Information regarding type of loan collateral.

The following table gives the distribution of the selected loans at March 6, 2017 by type of loan collateral.

Selected loan portfolio at 06.03.2017				
Classification by type of collateral				
Collateral	Loans		Outstanding principal	
	No.	%	(EUR)	%
No special collateral	166,561	98.42	1,399,864,170.34	98.28
Bond or guarantee	1,571	0.93	16,884,795.22	1.19
Actual cash collateral (current account or term deposit)	1,098	0.65	7,652,808.88	0.54
Total	169,230	100.00	1,424,401,774.44	100.00

c) Information regarding selected loan purpose.

The following table gives the distribution of the purpose of the selected loan portfolio at March 6, 2017.

Selected loan portfolio at 06.03.2017				
Classification by purpose				
	Loans		Outstanding principal	
	No.	%	(EUR)	%
Acquisition of goods (excluding vehicles)	1,146	0.68	7,941,001.70	0.56
Acquisition of services	2,431	1.44	12,416,622.94	0.87
Acquisition of a vehicle	32,343	19.11	307,921,619.94	21.62
Financing obligor's expenses	133,310	78.77	1,096,122,529.86	76.95
Total	169,230	100.00	1,424,401,774.44	100.00

d) Information regarding selected loan origination date.

The following table gives the selected loan distribution based on origination date by six-monthly intervals, and the average, minimum and maximum age at March 6, 2017.

Selected loan portfolio at 06.03.2017				
Classification by loan origination date				
Origination Year	Loans		Outstanding principal	
	No.	%	(EUR)	%
2007	326	0.19	736,341.88	0.05
2008	554	0.33	2,147,097.63	0.15
2009	121	0.07	484,213.83	0.03

Selected loan portfolio at 06.03.2017 Classification by loan origination date				
Origination Year	Loans		Outstanding principal	
	No.	%	(EUR)	%
2010	149	0.09	823,963.43	0.06
2011	53	0.03	361,558.09	0.03
2012	78	0.05	435,871.84	0.03
2013	543	0.32	2,336,983.81	0.16
2014	3,739	2.21	20,156,218.63	1.42
2015	53,723	31.75	364,286,654.78	25.57
2016	109,944	64.97	1,032,632,870.52	72.50
Total	169,230	100.00	1,424,401,774.44	100.00
	0.95	Years	Weighted average age	
	9.84	Years	Maximum age	
	0.24	Years	Minimum age	

e) Information regarding selected loan principal.

The following table gives the outstanding loan principal distribution at March 6, 2017 by EUR 5,000 intervals, and the average, minimum and maximum amount.

Selected loan portfolio at 06.03.2017 Classification by outstanding principal				
Principal interval (EUR)	Loans		Outstanding principal	
	No.	%	(EUR)	%
0.00 - 4,999.99	72,728	42.98	201,780,656.26	14.17
5,000.00 - 9,999.99	48,440	28.62	347,469,364.13	24.39
10,000.00 - 14,999.99	22,382	13.23	274,332,201.76	19.26
15,000.00 - 19,999.99	11,580	6.84	201,384,631.44	14.14
20,000.00 - 24,999.99	5,968	3.53	133,052,177.96	9.34
25,000.00 - 29,999.99	4,647	2.75	128,195,257.17	9.00
30,000.00 - 34,999.99	1,429	0.84	45,944,553.76	3.23
35,000.00 - 39,999.99	786	0.46	29,281,356.55	2.06
40,000.00 - 44,999.99	443	0.26	18,761,856.32	1.32
45,000.00 - 49,999.99	388	0.23	18,369,193.39	1.29
50,000.00 - 54,999.99	173	0.10	9,050,902.40	0.64
55,000.00 - 59,999.99	99	0.06	5,671,372.66	0.40
60,000.00 - 64,999.99	92	0.05	5,758,126.34	0.40
65,000.00 - 69,999.99	45	0.03	3,048,425.25	0.21
70,000.00 - 74,999.99	20	0.01	1,448,987.47	0.10
75,000.00 - 79,999.99	3	0.00	233,129.36	0.02
80,000.00 - 84,999.99	2	0.00	164,898.82	0.01
85,000.00 - 89,999.99	2	0.00	172,696.56	0.01
90,000.00 - 94,999.99	2	0.00	184,652.50	0.01
95,000.00 - 99,999.99	1	0.00	97,334.34	0.01
Total	169,230	100.00	1,424,401,774.44	100.00
Average principal:			8,416.96	
Minimum principal:			500.24	
Maximum principal:			97,334.34	

f) Information regarding applicable nominal interest rates: selected loan maximum, minimum and average rates.

The selected loans are fixed- and floating-rate loans. The selected loan distribution at March 6, 2017 is tabled below according to the aforementioned class of interest rate.

Selected loan portfolio at 06.03.2017 Classification by interest rate class				
	Loans		Outstanding principal	
	No.	%	(EUR)	%
FIXED-rate loans	156,487	92.47	1,252,541,459.58	87.93
FLOATING-rate loans	12,743	7.53	171,860,314.86	12.07
Total	169,230	100.00	1,424,401,774.44	100.00

The following table gives selected loan distribution by 1.00% nominal interest rate intervals applicable at March 6, 2017 and their average, minimum and maximum values.

Selected loan portfolio at 06.03.2017 Classification by applicable nominal interest rate					
% Interest Rate Interval	Loans		Outstanding principal		% Interest Rate*
	No.	%	(EUR)	%	
3.0000 - 3.9999	12,463	7.36	167,277,729.53	11.74	3.95
4.0000 - 4.9999	1,559	0.92	18,929,054.80	1.33	4.37
5.0000 - 5.9999	30,144	17.81	373,363,224.26	26.21	5.27
6.0000 - 6.9999	30,418	17.97	277,836,923.02	19.51	6.70
7.0000 - 7.9999	22,142	13.08	199,726,070.29	14.02	7.20
8.0000 - 8.9999	21,351	12.62	129,781,334.62	9.11	8.38
9.0000 - 9.9999	15,462	9.14	87,476,069.35	6.14	9.10
10.0000 - 10.9999	10,873	6.42	55,720,022.94	3.91	10.20
11.0000 - 11.9999	6,353	3.75	30,165,032.78	2.12	11.14
12.0000 - 12.9999	6,690	3.95	31,274,295.60	2.20	12.18
13.0000 - 13.9999	4,662	2.75	21,431,164.23	1.50	13.12
14.0000 - 14.9999	3,392	2.00	15,262,197.53	1.07	14.12
15.0000 - 15.9999	2,519	1.49	11,211,781.74	0.79	15.10
16.0000 - 16.9999	1,202	0.71	4,946,873.75	0.35	16.17
Total	169,230	100.00	1,424,401,774.44	100.00	
Weighted average:					6.97
Simple average:					7.85
Minimum:					3.50
Maximum:					16.75

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

The following table gives the distribution of the margin applicable to the 1-year Euribor benchmark index for determining the nominal interest rate by 0.50% intervals of the floating-rate selected loans. Selected floating rate loans may have had an initial fixed interest rate period which is in any event over. No details are given of intervals with no content.

Selected loan portfolio at 06.03.2017 Classification by margin						
Margin interval	Loans		Outstanding principal		% Interest Rate*	Weighted average margin*
	No.	%				
For FIXED-rate loans	156,487	92.47	1,252,541,459.58	87.93	7.371	-
For floating-rate loans (on 1-year Euribor index)	12,743	7.53	171,860,314.86	12.07	4.036	5.594
≥3.50 - <4.00	24	0.01	674,798.72	0.05	3.655	3.704
≥4.00 - <4.50	6,156	3.64	79,216,146.95	5.56	3.950	4.000
≥4.50 - <5.00	3	0.00	22,998.22	0.00	4.358	4.500

Selected loan portfolio at 06.03.2017 Classification by margin						
Margin interval	Loans		Outstanding principal		% Interest Rate*	Weighted average margin*
	No.	%				
≥5.00 - <5.50	2	0.00	38,617.79	0.00	5.042	5.052
≥5.50 - <6.00	7	0.00	82,765.18	0.01	5.726	5.500
≥6.00 - <6.50	225	0.13	1,571,241.20	0.11	5.962	6.000
≥6.50 - <7.00	1	0.00	4,523.75	0.00	6.420	6.500
≥7.00 - <7.50	6,325	3.74	90,249,223.05	6.34	4.079	7.000
Total	169,230	100.00	1,424,401,774.44	100.00		
*Interest rate and margin are averages weighted by the outstanding principal of the interval						

As detailed in the table regarding classification of the loans by interest rate class, 12,743 loans of the selected loans (7.53% of the total selected portfolio loans) accounting for an outstanding principal of EUR 171,860,314.86 (12.07% of the total selected portfolio), are floating-rate loans.

BBVA has advised the Management Company that in the event that the benchmark index should be negative, in order to determine the interest rate applicable to the floating-rate loan (i) the provisions of the relevant agreement would govern; and (ii) in the event that the loan agreement should not refer specifically to any such event and the benchmark index should be negative, the interest rate applicable to the loan would be the result of adding the negative benchmark index to the margin, notwithstanding which the applicable interest rate could at no event be less than zero (0).

Out of the 12,743 floating-rate loans, 3,327 loans, with an outstanding principal at March 6, 2017 of EUR 41,107,591.23 (23.92% in terms of outstanding principal of the floating-rate loans), have a nominal interest rate cap. The nominal interest rate caps applicable to the floating-rate loans selected at March 6, 2017 range between 20.00% and 25.00%. The following table gives the distribution of those selected loans by 1.00% intervals of the nominal interest rate cap. No details are given of intervals with no content.

Selected loan portfolio at 06.03.2017 Classification by applicable interest rate caps					
% interest rate cap interval	Loans		Outstanding principal		% Interest Rate* Cap
	No.	%	(EUR)	%	
No nominal interest rate cap	9,416	73.89	130,751,723.63	76.08	-
19.01 - 20.00	3,269	25.65	40,002,521.40	23.28	20.00
24.01 - 25.00	58	0.46	1,106,069.83	0.64	25.00
Total	12,743	100.00	171,860,314.86	100.00	
*Applicable average interest rate cap in the interval weighted by the outstanding principal.					

None of the selected floating-rate loans have a nominal interest floor set limiting the downward variability of the applicable nominal interest rate.

g) Information regarding selected loan instalment payment frequency.

The following table gives the selected loan distribution based on payment frequency of the loan instalment (comprising interest and principal).

Loan portfolio at 06.03.2017 Classification by instalment payment frequency				
Instalment payment frequency	Loans		Outstanding principal	
	No.	%	(EUR)	%
Monthly	169,230	100.00	1,424,401,774.44	100.00
Total	169,230	100.00	1,424,401,774.44	100.00

None of the selected loans has an interest or principal exclusion period at March 6, 2017.

h) Information regarding selected loan repayment system.

The following table gives the selected loan distribution based on loan repayment system.

Loan portfolio at 06.03.2017 Classification by repayment system				
	Loans		Outstanding principal	
	No.	%	(EUR)	%
EMI *	169,230	100.00	1,424,401,774.44	100.00
Total	169,230	100.00	1,424,401,774.44	100.00

* Equated Monthly Instalment (EMI): fixed instalment repayment system, established based on the applicable interest rate and the time to final maturity of the loan.

i) Information regarding selected loan final maturity date.

The following table gives the selected loan distribution based on final maturity date by annual intervals, and the weighted total average residual life and the first and last final maturity dates.

Selected loan portfolio at 06.03.2017 Classification by final repayment date					
Final Repayment Year	Loans		Outstanding principal		Residual Life wa*
	No.	%	(EUR)	%	Years Date
2017	10,974	6.48	16,386,155.15	1.15	0.60 12/10/2017
2018	25,184	14.88	73,990,224.41	5.19	1.42 07/08/2018
2019	26,922	15.91	127,959,290.78	8.98	2.41 01/08/2019
2020	26,957	15.93	186,289,986.82	13.08	3.41 03/08/2020
2021	27,880	16.47	248,862,052.10	17.47	4.39 27/07/2021
2022	10,507	6.21	127,251,647.33	8.93	5.39 26/07/2022
2023	11,746	6.94	149,157,924.48	10.47	6.44 12/08/2023
2024	24,997	14.77	389,843,562.53	27.37	7.40 28/07/2024
2025	1,599	0.94	36,404,500.93	2.56	8.46 20/08/2025
2026	2,464	1.46	68,256,429.91	4.79	9.38 21/07/2026
Total	169,230	100.00	1,424,401,774.44	100.00	
Weighted average:					5.36 14/07/2022
Simple average:					3.97 22/02/2021
Minimum:					9.77 10/12/2026
Maximum:					0.23 30/05/2017

* Residual life at the final maturity date (years and date) stands for averages weighted by the outstanding principal of loans with final maturity in the relevant year.

j) Information regarding geographical distribution by Autonomous Communities and Cities.

The following table gives the loan distribution by Autonomous Communities and Cities according to the location of the obligors' address.

Selected loan portfolio at 06.03.2017 Classification by Autonomous Communities and Cities				
	Loans		Outstanding principal	
	No.	%	(EUR)	%
Andalusia	30,557	18.06	268,982,812.55	18.88
Catalonia	30,532	18.04	235,328,300.03	16.52
Madrid	20,408	12.06	175,832,101.92	12.34
Valencian Community	18,606	10.99	153,021,554.60	10.74
Canary Islands	15,672	9.26	128,061,367.55	8.99
Galicia	9,692	5.73	81,024,837.03	5.69
Castile León	7,217	4.26	60,224,151.47	4.23

Selected loan portfolio at 06.03.2017				
Classification by Autonomous Communities and Cities				
	Loans		Outstanding principal	
	No.	%	(EUR)	%
Basque Country	5,062	2.99	44,747,085.59	3.14
Castile La Mancha	5,200	3.07	44,083,401.82	3.09
Asturies	4,491	2.65	38,003,228.23	2.67
Extremadura	4,072	2.41	36,719,114.60	2.58
Murcia	4,011	2.37	36,670,837.98	2.57
Balearic Isles	3,981	2.35	34,430,974.03	2.42
Aragón	3,477	2.05	29,264,574.67	2.05
Cantabria	1,878	1.11	15,822,954.86	1.11
Melilla	1,224	0.72	14,025,848.26	0.98
Navarre	1,302	0.77	10,848,415.91	0.76
Ceuta	999	0.59	10,649,289.99	0.75
La Rioja	849	0.50	6,660,923.35	0.47
Total	169,230	100.00	1,424,401,774.44	100.00

Madrid and Barcelona are the provinces with the highest concentration, in terms of outstanding principal, each at 12.34%, of the total selected portfolio. The four Autonomous Communities having the largest concentration of the address of obligors of the loans selected to be assigned to the Fund upon being established are, as a percentage of the outstanding principal, as follows: Andalusia (18.88%), Catalonia (16.52%), Madrid (12.34%) and Valencian Community (10.74%), altogether representing 58.49%.

k) Information regarding delays, if any, in collecting selected loan interest or principal instalments and loan principal amount, if any, that is currently more than 30 days overdue.

The following table gives the number of loans, the outstanding principal and the overdue principal on selected loans with any overdue payment at March 6, 2017.

Arrears in payment of instalments due at 06.03.2017					
Day Interval	Loans No.	Outstanding Principal	Outstanding principal not collected	Principal not due and overdue % on total outstanding principal	
In good standing	165,839	1,402,126,973.82	0.00		
1 to 15 days	3,346	22,059,581.87	423,932.39	22,483,514.26	1.58
16 to 30 days	45	215,218.75	7,212.39	222,431.14	0.02
Total	169,230	1,424,401,774.44	431,144.78	22,705,945.40	1.60

As declared by the Originator in section 2.2.8.2.(14) of the Building Block, none of the Loans that will finally be assigned to the Fund upon being established shall have any payments that are more than thirty (30) days overdue on their assignment date.

2.2.2.2 Additional Receivables.

After being established, the Fund, represented by the Management Company, shall on each Payment Date during the Revolving Period make subsequent acquisitions of Additional Receivables to replace the decrease in the Outstanding Balance of the Receivables up to the Maximum Receivable Amount.

2.2.2.2.1 Revolving Period.

The Management Company shall, for and on behalf of the Fund, make quarterly acquisitions of Additional Receivables, designed for replacing the decrease in the Outstanding Balance of the Receivables up to the Maximum Receivable Amount, on each Payment Date within the time-period comprised between the first Payment Date, June 21, 2017, and the Payment Date falling on September 21, 2018, both inclusive (the "Revolving Period").

However, there will be an early, definitive termination of the Revolving Period on the Payment Date in the Revolving Period, inclusive, on which any of the following circumstances occurs, as the case may be (no Additional Receivables will be purchased on that Payment Date):

- a) That, on the preceding Determination Date, the cumulative Outstanding Balance of Doubtful Receivables, reckoned at the amount of the Outstanding Balance at the Doubtful Receivable classification date, since the date on which the Fund was established is in excess of the reference value (the "Reference Value") applied on the Outstanding Balance of the Receivables upon the Fund being established. The Reference Value, determined on the Determination Date preceding the relevant Payment Date, shall be the result of multiplying 0.375% by the number of Determination Dates elapsed since the date on which the Fund was established, including the Determination Date preceding the relevant Payment Date.
- b) That, on the preceding Determination Date, the Outstanding Balance of Delinquent Receivables is in excess of 2.20% of the Outstanding Balance of Non-Doubtful Receivables.
- c) That on the two (2) Payment Dates immediately preceding the Outstanding Balance of Non-Doubtful Receivables shall have been less than 90.00% of the Outstanding Principal Balance of the Bond Issue.
- d) That interest accrued on Series A and B Bonds is not paid in whole or in part due to a shortfall of Available Funds on the relevant Payment Date.
- e) That the Cash Reserve cannot be provisioned up to the Required Cash Reserve amount on the relevant Payment Date.
- f) That BBVA should have been declared insolvent, in liquidation or in a position which might result in its credit institution authorisation being revoked or in a termination process in terms Act 11/2015.
- g) That BBVA shall have been replaced as Loan Manager under the Management Agreement.
- h) That the Spanish tax laws shall have been modified to such an extent that the assignment of Additional Receivables is exceedingly burdensome for the Originator.
- i) That, on the preceding Payment Date, the Outstanding Balance of Non-Doubtful Receivables is less than eighty percent (80.00%) of the Outstanding Principal Balance of the Bond Issue.
- j) That the audited annual accounts of BBVA closed at December 31, 2017 shall be howsoever qualified regarding its credit rating.

2.2.2.2.2 Acquisition Amount.

The maximum amount (the "**Acquisition Amount**") that the Management Company may allocate, for and on behalf of the Fund, out of the Principal Available Funds on each Payment Date in the Revolving Period, to the acquisition of Additional Receivables shall amount to the difference between:

- (i) the Maximum Receivable Amount, and
- (ii) the Outstanding Balance of the Receivables at the Determination Date preceding the relevant Payment Date.

The remaining Principal Available Funds not used for acquiring Additional Receivables shall remain credited to the Principal Account.

2.2.2.2.3 Eligibility Requirements.

In order to be assigned to and included in the Fund, the Additional Receivables shall on the respective assignment date satisfy all the eligibility requirements herein laid down (the "**Eligibility Requirements**").

1. Individual Requirements

The following are the Eligibility Requirements each Additional Receivable shall individually satisfy to be assigned to the Fund (the “**Individual Requirements**”):

1. That the Obligor is an individual resident in Spain other than an employee, officer or director of the Originator.
2. That the Loan is denominated in Euros.
3. That the Loan has not matured before and is not to finally mature on the date of assignment to the Fund and that there are at least two (2) months between the date of assignment to the Fund and the date of final maturity of the Loan.
4. That the Loan principal has already been fully drawn down.
5. That the outstanding principal balance of the Loan is between EUR five hundred (500) and EUR one hundred thousand (100,000), both inclusive.
6. That the Loan is established at a fixed interest rate or 1-year Euribor referenced floating rate.
7. That where the Loans are fixed-rate Loans, the rate is not less than 3.50%, deducting the maximum applicable rebate, if any.
8. That where the Loans are floating-rate Loans, the margin above 1-year Euribor applicable for determining their nominal interest rate is not less than 3.50%, deducting the maximum applicable rebate, if any.
9. That at least one (1) instalment has fallen due on the Loan and is not overdue.
10. That the Loan has no payments more than thirty (30) days overdue.
11. That the final maturity date of the Loan does not extend beyond September 30, 2028.
12. That Loan interest and repayment instalment frequency is monthly.
13. That the Loan principal repayment system is the EMI method repayment system.
14. That the Loan is not in an interest or repayment exclusion period and cannot establish the same in the future.
15. That the Loan does not include clauses allowing regular interest payment and principal repayment to be deferred which are or may be in force from the assignment date.

2. Global Requirements.

In addition to satisfying the Individual Requirements, the following are the Eligibility Requirements which the Receivables, including the Additional Receivables to be acquired by the Fund on each assignment date, must satisfy as a whole (the “**Global Requirements**”):

1. That the prevailing average interest rate of the Receivables weighted by the Outstanding Balance of each Receivable is not less than 5.50%.
2. That the Outstanding Balance of floating-rate Receivables does not exceed 15.00% of the Outstanding Balance of the Receivables.
3. That the average time remaining until final maturity date of the Receivables weighted by the Outstanding Balance of each Receivable is not in excess of seven (7) years.
4. That the Outstanding Balance of Receivables for Obligors domiciled in a same Autonomous Community is not in excess of twenty-two point five percent (22.50%) of the total Outstanding Balance of the Receivables.
5. That the Outstanding Balance of the Receivables for Obligors domiciled in the three (3) Autonomous Communities with the highest representation (Outstanding Balance) is not in excess of sixty percent (60.00%) of the total Outstanding Balance of the Receivables.
6. That the average time elapsed from the origination date of the Receivables until the assignment date weighted by the Outstanding Balance of each Receivable is not less than six (6) months.

7. That (i) the Outstanding Balance of the Receivables for a same Obligor does not exceed 0.008% of the total Outstanding Balance of the Receivables, and (ii) the sum of the Outstanding Balance of the Receivables of the group of ten obligors with the highest amounts does not exceed 0.07% of the total Outstanding Balance of the Receivables.
8. That the Outstanding Balance of the Receivables for obligors who are foreign individuals resident in Spain does not exceed 4.00% of the total Outstanding Balance of the Receivables.
9. That the Outstanding Balance of the Receivables for Obligor who are civil servants, pensioners or salaried workers on an indefinite contract of employment, upon the loan being granted, is not less than sixty per cent (60.00%) of the total Outstanding Balance of the Receivables.

And exclusively in regard to the Additional Receivables:

10. That the average time elapsed between the origination date of the Additional Receivables and the assignment date weighted by the Outstanding Balance of each Additional Receivable, is not less than three (3) months.
11. That the average life of the Additional Receivables from the assignment date weighted by the Outstanding Balance of each Additional Receivable, is not in excess of 4 years, assuming a CPR of 0%.

2.2.2.2.4 Offer Dates.

"Offer Request Dates" shall be the dates falling on the sixth (6th) Business Day preceding each Payment Date in the Revolving Period on which Additional Receivables should be acquired.

"Offer Dates" shall be the dates falling on the fourth (4th) Business Day preceding each Payment Date in the Revolving Period on which Additional Receivables should be acquired.

2.2.2.2.5 Procedure for acquiring Additional Receivables.

1. By no later than each Offer Request Date, the Management Company shall send the Originator a written notice demanding the assignment of Additional Receivables to the Fund, specifying the Acquisition Amount and the Payment Date on which the assignment to the Fund and payment for the assignment shall be made.
2. By 9am (CET) on the Offer Date, the Originator shall send the Management Company a written notice offering to assign Additional Receivables, along with a data file detailing the selected loans and their characteristics included in the assignment offer and which shall satisfy the Individual Requirements and the other characteristics given in section 2.2.8.2 of this Building Block.
3. By the second (2nd) Business Day preceding the Payment Date, the Management Company shall send the Originator a written notice accepting the assignment of Additional Receivables, along with a data file with the details of the Additional Receivables accepted and their characteristics notified by the Originator.

In determining which Additional Receivables to include in the assignment acceptance, the Management Company shall:

- (i) Check that the Loans listed in the assignment offer satisfy the Individual Requirements numbered from 2 to 13 and the Global Requirements in conformity with the characteristics notified by the Originator, without this entailing checking compliance with the other characteristics of the Loans given in section 2.2.8.2 of this Building Block, which shall be reaffirmed by the Originator upon the purchase of Additional Receivables.
- (ii) Determine the Additional Receivables that are acceptable and eligible for assignment to the Fund for a total amount equal or as near as possible to the Acquisition Amount.

2.2.2.2.6 **Annual audit of the Additional Receivables.**

The Management Company shall on the Fund's behalf annually commission an audit, using sampling techniques, of Additional Receivables acquired during the years 2017 and 2018, this being the Revolving Period, which remain outstanding as of December 31 in each of those years.

The audit of the Additional Receivables in the sample shall refer to the same attributes as the audit made of the loans selected for assignment to the Fund upon being established.

That audit shall be undertaken by an audit firm registered in the Official Register of Auditors (ROAC) and sent to the CNMV in addition to the audit report on the Fund's annual accounts, included in the annual report referred to in article 35 of Act 5/2015.

2.2.2.3 **Outstanding Balance of the Receivables.**

The outstanding balance (the "**Outstanding Balance**") of a Receivable shall be the sum of the capital or principal not yet due and the capital or principal due and not paid to the Fund on the specific Loan at a date.

The Outstanding Balance of the Receivables at a date shall be the sum of the Outstanding Balance of each and every one of the Receivables at that date, excluding the Failed Receivables.

Delinquent Receivables (the "**Delinquent Receivables**") shall be deemed to be Receivables that are delinquent at a date with a period of arrears in excess of three (3) months in payment of overdue amounts, excluding Doubtful Receivables. Non-delinquent Receivables (the "**Non-Delinquent Receivables**") shall be deemed to be Receivables that are not deemed to be either Delinquent Receivables or Doubtful Receivables at a date.

Doubtful Receivables (the "**Doubtful Receivables**") shall be deemed to be Receivables that are delinquent at a date with a period of arrears equal to or greater than eighteen (18) months in payment of overdue amounts or classified as such by the Management Company because there are reasonable doubts as to their full repayment based on indications or information obtained from the Loan Manager. Non-doubtful Receivables (the "**Non-Doubtful Receivables**") shall be deemed to be Receivables that are not deemed to be Doubtful Receivables at a date.

Failed Receivables (the "**Failed Receivables**") shall be deemed to be Receivables, whether or not overdue, the recovery of which is considered unlikely by the Management Company after an individualised analysis based on indications or information obtained from the Loan Manager and Doubtful Receivables considered as such for a period in excess of thirty (30) months. Failed Receivables shall have previously been classified as Doubtful Receivables and shall be written off the Fund's assets.

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

Loans selected to be securitised through the Fund can be classified, having regard to their collaterals, into:

- (i) Loans without special security.
- (ii) Loans secured with personal third-party bonds (sureties and/or guarantors).
- (iii) Loans secured with actual cash collateral (current accounts or term deposits).

The Loan Receivables shall be directly assigned to the Fund, upon being sold by the Originator and acquired by the Fund, on the terms provided for in section 3.3 of this Building Block.

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

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

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

The final maturity date of the loans selected to be assigned to the Fund upon being established lies between May 30, 2017 and December 10, 2026. The final maturity date of the Loans assigned to the Fund upon acquisitions being subsequently made during the Revolving Period may not extend beyond September 30, 2028.

2.2.5 Amount of the assets.

The Maximum Amount of the Outstanding Balance of the Receivables pooled in the Fund shall be EUR one billion three hundred and seventy-five million (1,375,000,000.00), equivalent to the face value of the Bond Issue.

2.2.6 Loan to value ratio or level of collateralisation.

The selected loans have no real estate mortgage security and the information as to the loan to value ratio does not therefore apply.

There is no overcollateralisation in the Fund since the Maximum Receivable Amount shall be EUR one billion three hundred and seventy-five million (1,375,000,000), the face value amount of the Bond Issue.

2.2.7 Method of creation of the assets.

The loans selected to be assigned to the Fund have been granted by BBVA following its usual credit risk analysis and assessment procedures for granting loans and credits without mortgage security to individuals for financing retail transactions or purchase of goods, including motor cars. A summary of the procedures currently in place at BBVA is described below:

1. Introduction.

BBVA has a multi-channel distribution model, with the following marketing channels, inter alia:

- *Network of branches*

BBVA has an extensive network of branches covering the entire territory of Spain. This is a consolidated and widely experienced marketing channel, with a proactive management model targeting customers and non-customers.

The BBVA network of branches is the basic point in selling consumer credit, and is the main channel for receiving transactions and is therefore the basic reference for customers, and in turn the branches are the ultimate recipient of all personal credit transactions arriving through the other distribution channels.

- *Online personal loan*

For processing and pre-authorising over the internet credits applied for by customers and non-customers over the telephone, which are always originated at the network of branches.

2. Approval System.

Transactions are assessed by means of two systems:

- *Proactive Scoring.*

Based on internal information of BBVA, risk limits are assigned, among other products, for consumer loans. This is used as an instrument supporting management and sale of lending products offering financing.

This tool scores each customer, within the consumer unit in which the customer is integrated, based on the customer's performance and relationships with BBVA, scoring the risk and assigning risk limits to the products: consumer, credit cards and current account overdrafts. If at the time of the application the customer has a sufficient available limit, the scoring opinion is positive. Otherwise, reactive scoring is used for the assessment.

- **Reactive Scoring.**

This system analyses each party involved having regard to their social and demographic and employment characteristics, and the economic situation of the family unit (income and expenditure).

The system provides a joint valuation for all parties involved and for the transaction and issues an opinion that may be:

Positive: favourable profile of the applicants/transaction and sufficient payment capacity.

Doubtful: Weak points in the borrowers and/or the transaction.

Negative: derives from unfavourable aspects in the applicants and/or the transaction mainly due to a lack of payment capacity or more unstable social, employment or economic risk profiles.

The family unit's payment capacity is arrived at by dividing the cash balance by the loan payment.

The cash balance is the difference between monthly income and expenditure.

The income is arrived at by weighting the proved net fixed and variable income according to the type of occupation. Expenditure is established based on the expenses declared by the applicant and the system estimate considering the level of income, the family unit size, the province of residence, etc.

The system relates the scoring opinion to internal and external filters and policy rules and issues a final automatic opinion which may be:

Positive: positive scoring, no internal and external filters and satisfies risk acceptance requirements.

Doubtful: positive scoring with mild default filters or doubtful scoring and/or mild default filters.

Negative: positive or doubtful scoring with worrying filters or negative scoring.

The account manager's/analyst's capacity to authorise these transactions shall be determined by the empowerment figures conferred (in regard to both customer and product).

3. Origination of consumer loan transactions.

Transactions shall be originated in contractual documents created ad hoc which are automatically printed out from the IT application. Transactions shall always be originated at the branch to which customers are naturally linked, based on:

Applicants' usual family residence (or workplace).

Previous relationships with that Branch.

The following paragraphs summarise key sections of risk decision principles, procedures and operation in consumer loan transactions.

Empowerment for risks.

Empowerment is personally conferred based on the officer's experience and qualification and need to be so empowered for discharging his or her duties, having regard to the characteristics of the unit in which he or she belongs. Since it is conferred on the individual as opposed to the position, the empowerment figure can vary when various individuals hold the same positions.

The empowerment for accepting risks originates in BBVA Group's political bodies and is cascaded down the hierarchic line. The empowerment figure shall be determined based on the officer's capability and the characteristics of the assigned market and segment.

Empowerment is conferred and used personally and accountability for its use shall also be personal. This personal liability is not lost or diluted even where decisions are made on the risks committee, which decisions shall never be collegiate decisions. Liability for the decision extends not only to the

outcome but also to the appropriateness of the route chosen to study the decision and the documents provided.

Transactions which are not covered by the empowerment because of their amount, form or term or relating to customers for whom there is no empowerment shall be submitted to the next immediate empowerment level or whoever the same shall have established.

Along with the empowerment for accepting customer risks which may be generically given, there may be specific empowerments for given products or risk forms, the characteristics of which as to amount, term and method of analysis shall be defined on a case by case basis.

Certificate – Record of Transactions / Committees

This document shall list in chronological order all transactions proposed, whether they are authorised, or refused using the empowerment or submitted to be analysed and for a decision to be made by higher levels.

Studying / Authorising the Transaction:

Although the administrative procedure for these credit transactions is now digitised, the risk must be studied independently of the support procedure for analysis and the decision obtained with the scoring procedure.

It must be taken into account whether the amount, term, purpose or use, the class of customer applying, etc., comply with acceptable standards and are within the patterns established by BBVA for granting those credits.

Upon receiving a loan application, the system is provided with the necessary details on-line. The system will analyse personal and economic particulars (scoring) and check whether the applicant is already a BBVA customer or is included in any list of defaulters, issuing an automatic opinion that may be positive, negative or doubtful.

Transactions with a negative opinion are not delegated to branches.

Branches may decide on transactions receiving positive-doubtful opinions with amounts fitting in the figures for which the respective branches are empowered.

File minimum

A file shall at least have the following documents:

Group Platform application / proposal form (the applicants' signature must be affixed to the Group Platform application or proposal form.

Identity Documents: Spanish ID, etc. (checked against the originals).

Proof of income (payslip, personal income tax return, etc.).

Title deeds (where appropriate).

Pro forma invoice/Quote.

Proof of entries in filters.

4. Recovery Procedure

4.1 General

The recovery philosophy at BBVA for unpaid loans consists of defining a working system allowing irregular situations to be swiftly and efficiently corrected. This is based on a highly personalised management in which the recovery agent plays a key role and in which the latter liaises permanently with the debtor.

4.2 Irregular investment debt

Before becoming delinquent and from the first day of default, a check is made using daily lists of failed payments (irregular investment). The client is contacted and progress is regularly monitored. In addition, letters claiming debts are sent out at different times.

4.3 Debt in Arrears

If the above steps are unsuccessful and the debt finally falls in arrears, proactive steps are simultaneously taken with the debtors in order for the arrears to be made good through the outsourcing unit.

Lastly, if the debt remains outstanding and this is deemed to be useful, all documents are immediately prepared to institute legal procedures: settlement and closure of accounts, notarised payment request and notice of legal actions (operations unit) and drawing up of the complaint with the lawyer (judicial unit).

The legal procedure to be used shall be whichever is most appropriate in view of the circumstances and the Civil Procedure Act.

The procedural stages for enforcement are the following:

- Submission of the complaint.
- Issue or admission of enforcement.
- Court summons to the debtor for payment (attachment of assets).
- Auction: application, scheduling of date for auction to be held and notice to debtor, following publication of edicts as provided for by Law.

The duration of these stages varies and overly depends on each procedure, the average being around 18 months.

4.3.1 Units involved and tools available to them

Recovery actions at BBVA are undertaken through different IT applications and centres.

There are three types of recovery units or centres:

- Operations centre: centrally carries out all tasks involved in the pre-judicial stage (preparing the judicial case file), managing friendly recovery with debtors (where appropriate), and administering and booking all collections and payments in arrears.
- Outsourcing centre: controls and monitors all matters not outsourced to external companies.
- Recovery Centres (CER): focussed on friendly collection from customers with most recent and largest debts.

These centres may act independently, each within their sphere, working with each other combining actions by one centre and the other.

The recovery procedure relies on the following tools:

- Arrears/bad debts application: manages the accounts of all matters that are deemed doubtful assets in accordance with Bank of Spain circular 4/2016.
- Recovery management agenda: this tool is designed to boost recovery management, monitoring and control of matters rated doubtful assets/bad debts. It allows, inter alia, the exact management status of a particular matter to be known, the steps taken to be updated, management portfolios to be set up, alerts systems to be activated, accounting movements to be looked up, etc.

To do so, it takes accounting information from the arrears/bad debts application and in turn transmits information to other tools.

- IMAS: workflow managing and ordering the pre-judicial procedure.
- Outsourcing applications: Set of applications automatically assigning and removing matters to and from external collection agencies.

- **Information centre:** collects information assigned by the recovery management agenda relating to delinquent accounts and legal proceedings in order to combine the same and to allow different searches to be made. It manages both daily and monthly information, providing statistical summaries and inventories of accounts. It also stands out because of its specific alerts menu for delinquent accounts or legal proceedings with arrears.

2.2.8 Indication of representations and warranties given to the Issuer relating to the assets.

The Management Company reproduces below the representations and warranties BBVA, as holder of the Loans until assigned to the Fund and as Originator, shall give to the Management Company, on the Fund's behalf, in the Deed of Constitution and in the notarised certificate assigning Initial Receivables in relation to the Originator proper and to the Initial Receivables, and will reaffirm in each notarised assignment certificate in relation to the Originator proper and the Additional Receivables assigned under such notarised certificates, upon those assignments being made.

1. The Originator in relation to itself.

- (1) That it is a credit institution duly incorporated in Spain in accordance with the laws in force for the time being, entered in the Companies Register of Biscay and in the Bank of Spain's Register of Credit Institutions.
- (2) That neither at the date hereof nor at any time since it was incorporated has it been decreed to be insolvent nor has it been in any circumstance generating a liability which might result in the credit institution authorisation being revoked or in a termination process in terms of Act 11/2015.
- (3) That it has obtained all necessary authorisations, including those required of their corporate bodies and third parties, if any, affected by the assignment of the Receivables to the Fund, to be present validly at the execution of the Deed of Constitution and the Initial Receivables assignment certificate and at the execution of the subsequent notarised Additional Receivables assignment certificates, the relevant agreements relating to the establishment of the Fund and to fulfil the undertakings made.
- (4) That it has audited annual accounts for the last two financial years ended December 31, 2016 and 2015 which have been filed with the CNMV and with the Companies Register. The audit reports on the annual accounts for both years are unqualified.

2. The Originator in relation to the Loans and to the Loan Receivables assigned to the Fund.

- (1) That the grant of the Loans and all aspects relating thereto are ordinary actions in the course of its business and are and will be at arm's length.
- (2) That the Loans exist and are valid and enforceable in accordance with the applicable laws.
- (3) That it is the unrestricted legal and beneficial owner of all the Loans, free and clear of any and all liens and claims.
- (4) That the details of the Loans included in the schedules to the Deed of Constitution and the Initial Receivables assignment certificate and in subsequent notarised certificates assigning Additional Receivables truly and accurately reflect the status of those Loans at the assignment date.
- (5) That the Obligor or Obligors shall be liable for performing the Loans with all their current or future assets, some of the Loans also being secured by means of personal security (bond or guarantee) or actual cash collateral (current account or term deposit) and which will under no circumstances consist of mortgage security on real estate properties.
- (6) That the Loans are duly supported and are originated in an agreement certified by a commissioner for oaths, or in a private agreement.
- (7) That the agreements or the private documents recording the Loans contain no clauses preventing their assignment or requiring any authorisation or communication for the Loan to be assigned.
- (8) That the Obligors under the Loans are all individuals resident in Spain and are not employees, managers or officers of the Originator.

- (9) That the Loans have been granted to individuals resident in Spain for financing consumer activities (such consumer activities to be broadly construed, and including, but not limited to, financing of obligor expenses, purchase of goods, including motor cars or services).
- (10) That the Loans have been directly granted to the Obligors.
- (11) That on the date of assignment to the Fund, it has not learned that any Obligor has been declared insolvent.
- (12) That the Loans are all denominated and payable exclusively in Euros and their capital or principal has been fully drawn down.
- (13) That all the Loan payment obligations are satisfied by directly debiting an account at the Originator itself.
- (14) That on the date of assignment to the Fund, none of the Loans have any payments more than thirty (30) days overdue.
- (15) That it has strictly adhered to the lending policies in force from time to time and applicable to it in granting the Loans, which are in essence no different from those described in section 2.2.7 of this Building Block.
- (16) That the agreements and the private documents originating the Loans have all been duly filed in the Originator's archives suitable therefor, and are at the Management Company's disposal, for and on behalf of the Fund, and the Loans are all clearly identified both in data files and by means of their agreements or private documents.
- (17) That the outstanding principal balance of each Loan is equivalent to the principal figure for which the Receivable is assigned to the Fund.
- (18) That the final maturity date of the Receivables shall at no event extend beyond September 30, 2028.
- (19) That after being granted, the Loans have been serviced and are still being serviced by the Originator in accordance with its set customary procedures.
- (20) That it has no knowledge of the existence of any litigation whatsoever in relation to the Loans which may detract from their validity or enforceability or may result in the application of Civil Code article 1535.
- (21) That the Loans are all fixed-rate or 1-year Euribor referenced floating rate Loans.
- (22) That on the assignment date of the Receivables, at least one (1) instalment has fallen due on each Loan and is not overdue.
- (23) That to the best of its knowledge nobody has a preferred right over the Fund as holder of the Loan Receivables.
- (24) That the Originator has received no notice whatsoever of full or partial repayment of the Loans from the Obligors.
- (25) That none of the Loans has matured before and does not mature on the date of assignment to the Fund.
- (26) That the outstanding principal balance of each Loan is between EUR five hundred (500) and EUR one hundred thousand (100,000), both inclusive.
- (27) That each Loan interest and repayment instalment frequency is monthly.
- (28) That each Loan principal repayment system is the EMI method.
- (29) That none of the Loans includes clauses allowing regular interest payment or principal repayment to be deferred which are or may be in force at from the Loan assignment date.

- (30) That to the best of its knowledge no Obligor has any receivable owing from the Originator whereby the Obligor may be entitled to a set-off adversely affecting the rights vested in the Fund upon the Loans being assigned.
- (31) That the Loans are not finance lease transactions.
- (32) That the assignment of the Loan Receivables to the Fund is an ordinary action in the course of business of BBVA and is carried out at arm's length.
- (33) That none of the Loans consist of transactions for refinancing previous transactions in arrears or transactions restructured due to arrears in the same transaction.
- (34) That upon being assigned, the Receivables all satisfy the set Eligibility Requirements.

2.2.9 Substitution of the securitised assets.

Set rules for substituting the Receivables or otherwise repayment to the Fund.

1. In the event of early redemption of the Receivables due to prepayment of the relevant Loan capital, there will be no substitution of the Receivables affected thereby, notwithstanding the acquisition by the Fund of Additional Receivables during the Revolving Period.
2. In the event that it should be observed throughout the life of the Receivables that any of them failed on the assignment date to meet the characteristics contained in sections 2.2.8.2 or 2.2.2.2.3 of this Building Block, the Originator agrees, subject to the Management Company's consent, to proceed forthwith to remedy and, if that is not possible, substitute or redeem the affected Receivable not substituted, by automatically terminating the assignment of the affected Receivables, subject to the following rules:
 - a) The party becoming aware of the existence of a non-conforming Receivable, whether the Originator or the Management Company, shall notify the other party thereof. The Originator shall have not more than fifteen (15) Business Days from said notice to proceed to remedy that circumstance if it may be remedied or to proceed to a substitution thereof.
 - b) Substitution shall be made for the outstanding principal plus interest accrued and not paid and any amount owing to the Fund until that date on the relevant substituted Receivable.

In order to proceed to substitution, the Originator shall notify the Management Company of the characteristics of the Loans proposed to be assigned satisfying the characteristics given in section 2.2.8.2 of this Building Block and the (Individual and Global) Eligibility Requirements, and similarly characterised as to purpose, term, interest rate and outstanding principal balance. Once the Management Company has checked that the (Individual and Global) Eligibility Requirements are satisfied and expressly stated to the Originator that the Loans to be assigned are eligible, the Originator shall proceed to terminate the assignment of the affected Receivable and assign a new or new replacement Receivables.

Both substitution of Initial Receivables and substitution of Additional Receivables shall be made in an agreement certified by a commissioner for oaths, subject to the same formal requirements established for the assignment of Additional Receivables, and both shall be communicated to the CNMV and the Rating Agencies.

- c) In the event that any Receivable should not be substituted on the terms set in rule b) of this section, the Originator shall proceed to automatically terminate the assignment of the affected Receivable not replaced. That termination shall take place by a cash repayment to the Fund of the outstanding principal, interest accrued and not settled, and any other amount theretofore owing to the Fund on the relevant Receivable, which shall be paid into the Treasury Account.
- d) In the event of termination of Receivables due to both substitution and repayment, the Originator shall be vested in all the rights attaching to those Receivables accruing from the termination date or accrued and not due or overdue on that same date.

3. In particular, the amendment by the Originator as Loan Manager during the life of the Receivables of their terms without regard to the limits established in the special laws applicable and, in particular, to the terms agreed between the Fund, represented by the Management Company, and the Originator in this Prospectus, in the Deed of Constitution and in the Management Agreement, which would therefore be an absolutely exceptional amendment, would constitute a unilateral breach by the Originator of its duties as Loan Manager which should not be borne by the Fund or by the Management Company.

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

The expenses originated by the actions to remedy the Originator's breach shall be borne by the Originator and cannot be charged to the Fund or the Management Company. The Management Company shall notify the CNMV of each and every replacement of Receivables resulting from a breach by the Originator.

2.2.10 Relevant insurance policies relating to the assets.

Not applicable.

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

Not applicable.

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

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

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

2.3 Actively managed assets backing the issue.

Not applicable.

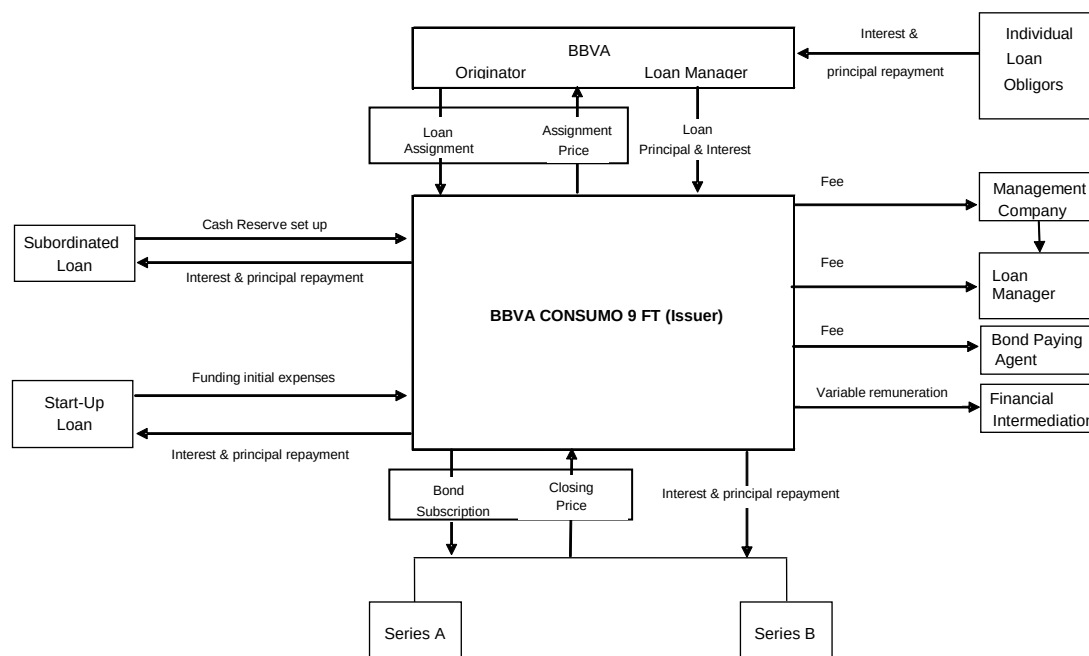
2.4 Where the Issuer proposes to issue further securities backed by the same assets, statement to that effect and description of how the holders of that class will be informed.

Not applicable.

3. STRUCTURE AND CASH FLOW

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

Transaction structure diagram.



Initial balance sheet of the Fund.

The Fund's balance sheet at the end of the Closing Date will be as follows:

ASSETS		LIABILITIES	
Receivables	1,375,000,000.00	Obligations and securities	1,375,000,000.00
Receivables	1,375,000,000.00	Series A Bonds	1,251,200,000.00
		Series B Bonds	123,800,000.00
Treasury Account (Cash		Start-Up Loans	5,650,000.00
Reserve and interest timing	66,875,000.00	Subordinated Loan	61,875,000.00
difference 1 st Payment Date)			
Funds for paying the Fund's	650,000.00		
initial expenses*			
Principal Account	to be determined		
		Short-term creditors	to be determined
		Receivables interest accrued	to be determined
TOTAL	1,442,525,000.00	TOTAL	1,442,525,000.00

(Amounts in EUR)

* The assumption is that the Fund set-up and Bond issue and admission expenses are not met on the Closing Date, as detailed in section 6 of the Securities Note.

The Management Company represents that the summary descriptions of the agreements contained in the relevant sections give the most substantial and relevant information on each of the agreements, accurately present their contents, and that no information has been omitted which might affect the contents of the Prospectus.

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

- (i) EUROPEA DE TITULIZACIÓN is the Management Company that will establish, manage and be the authorised representative of the Fund, has, together with BBVA, financially structured the Fund and the Bond Issue, and takes responsibility for the contents of this Prospectus.
- (ii) BBVA is the Originator of the Receivables to be acquired by the Fund and the Subscriber and Lead Manager of the Bond Issue, and has, together with the Management Company, structured the financial terms of the Fund and the Bond Issue, and also takes responsibility for the contents of the Securities Note.

In addition, BBVA shall be the Fund's counterparty under the Subordinated Loan, Start-Up Loan, Financial Intermediation, Account (Treasury Account), Account (Principal Account) and Bond Paying Agent Agreements and shall be designated Loan Manager by the Management Company under the Management Agreement.

- (iii) GARRIGUES, as independent legal adviser, has provided legal advice for the establishment of the Fund and the Bond Issue and has been involved in reviewing the legal, tax and contractual implications of this Prospectus, the transaction and financial service agreements referred to herein, the Deed of Constitution and the notarised certificate assigning the Initial Receivables.
- (iv) Deloitte has prepared the audit report on certain features and attributes of a sample of all of BBVA's selected loans from which the Initial Receivables will be taken to be assigned to the Fund upon being established.
- (v) DBRS, Moody's and Scope are the Rating Agencies that have assigned ratings to Series A Bonds and DBRS and Scope are the Rating Agencies that have assigned ratings to Series B Bonds

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

3.3 Description of the method and date of the sale, transfer, novation or assignment of the assets or of any rights and/or obligations in the assets to the Issuer.

3.3.1 Perfecting the assignment of the Receivables.

3.3.1.1 Assignment of the Initial Receivables.

The Originator shall, upon the Fund being established and concurrently upon the Deed of Constitution being executed, assign the Initial Receivables to the Fund in a receivables assignment agreement, perfected in a certificate executed before a notary.

3.3.1.2 Assignment of the Additional Receivables.

The Management Company, for and on behalf of the Fund, and the Originator shall, in the Deed of Constitution, lay down their obligation to assign to the Fund in a notarised certificate on each Payment Date in the Revolving Period the Additional Receivables selected by the Management Company, totalling not in excess of the Acquisition Amount, from among those offered by the Originator satisfying the Eligibility Requirements.

All expenses and taxes deriving from completion of subsequent assignments of Additional Receivables shall be borne by the Fund.

On each new acquisition of Additional Receivables, the Management Company shall deliver to the CNMV, on the following Business Day, the notarised assignment certificate with details of each Additional Receivable assigned to the Fund with the main features allowing them to be identified. The Originator shall ratify, in each notarised assignment certificate, in relation to the Originator proper and the Additional Receivables assigned under that notarised certificate, upon the assignment being made, the representations and warranties set out in section 2.2.8 of this Building Block.

Additionally, each notarised certificate shall include a statement by the Management Company, also signed by the Originator, that the Additional Receivables satisfy all the set (Individual and Global) Eligibility Requirements to be assigned to the Fund.

- 3.3.1.3 The Originator's assignment of the Receivables to the Fund shall not be notified to the Obligors. However, in the event of insolvency, liquidation, substitution of the Loan Manager, or a termination process in terms of Act 11/2015, or because the Management Company deems it reasonably justified, the Management Company may demand that the Loan Manager notify Obligors of the transfer to the Fund of the outstanding Receivables, and that payments derived therefrom will only be effective as a discharge if made into the Treasury Account opened in the name of the Fund. However, both in the event of the Loan Manager failing to notify Obligors within five (5) Business Days of receiving the request and in the event of the Loan Manager becoming insolvent, the Management Company itself shall directly or, as the case may be, through a new Loan Manager it shall have designated, notify Obligors.

3.3.2 Receivable assignment terms.

1. The Receivables will be fully and unconditionally assigned for the entire term remaining until maturity of each Loan.
2. The Originator shall be liable to the Fund for the existence and lawfulness of the Receivables to the same extent laid down in articles 348 of the Commercial Code and 1529 of the Civil Code.
3. The Originator shall not bear the risk of default on the Receivables and shall therefore have no liability whatsoever for Obligors' default of principal, interest or any other Loan amount owing to them by the Obligors. The Originator will also have no liability whatsoever to directly or indirectly guarantee that the transaction will be properly performed, and will give no guarantees or security, nor indeed agree to replace or repurchase the Receivables, other than as provided in section 2.2.9 of this Building Block.
4. The Receivables under each Loan shall be assigned for all outstanding capital yet to be repaid at the assignment date and for all ordinary and late-payment interest on each Loan, and for all rights derived from any right collateral to the Loans and the rights derived from the death and total and permanent disability insurance contracts, if any, attached to the Loans.

Specifically, for illustration, without limitation, assignment of the Receivables shall provide the Fund with the following rights in relation to each Loan:

- (i) To receive all Loan capital or principal repayment amounts due.
- (ii) To receive all Loan capital ordinary interest amounts due.
- (iii) To receive all Loan late-payment interest amounts due.
- (iv) To receive any other amounts, assets or rights received as payment for Loan principal, interest or expenses.
- (v) To receive all possible Loan rights or compensations accruing for the Originator under the Loans, including those derived from any ancillary right attached to the Loans and under loan-related insurance policies, as well as all payments, if any, made by third-party guarantors, but not including prepayment or early cancellation fees if any such should be established for each Loan, which shall remain for the benefit of the Originator.

The above-mentioned rights will all accrue for the Fund from the respective date of assignment of the Receivables. Interest shall moreover include interest accrued and not due since the last interest settlement date on each Loan, on or before the assignment date, and overdue interest, if any, at that same date.

Loan returns constituting Fund income shall not be subject to a Corporation Tax withholding as established in article 61.k) of Royal Decree 634/2014, July 10, approving the Corporation Tax Regulations.

5. The Fund's rights resulting from the Receivables are linked to the Obligors' payments and are therefore directly affected by Loan evolution, delays, prepayments or any other Loan-related incident.
6. The Fund shall bear any and all expenses or costs defrayed by the Originator as Loan Manager in connection with the recovery actions in the event of a breach of obligations by the Obligors, including bringing the relevant action against the same.
7. In the event of a renegotiation of the 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.

3.3.3 Loan Receivable sale or assignment price.

The sale or assignment price of the Receivables shall be at par with the face value of the Loan capital. The aggregate amount payable by the Fund to the Originator for the assignment of the Receivables shall be an amount equivalent to the sum of (i) the face value of the capital or principal outstanding on each Loan, and (ii) ordinary interest accrued and not due and overdue interest, if any, on each Loan at the assignment date (the "**accrued interest**").

The Management Company shall pay the total Receivable assignment price on behalf of the Fund to the Originator as follows:

1. The part consisting of the face value of the capital of all Loans, subparagraph (i) of paragraph one of this section, shall be paid by the Fund on the following dates:
 - a) Payment of the face value of the Initial Receivables shall be fully made on the Bond Closing Date, for same day value, upon the subscription for the Bond Issue being paid up, by means of an instruction given by the Management Company to BBVA to proceed to debit the Treasury Account opened on behalf of the Fund. BBVA shall receive no interest on the deferred payment until the Closing Date.
 - b) Payment of the face value of the Additional Receivables shall be fully made on the relevant Payment Date on which the assignment occurs, for same day value, by debiting the Treasury Account opened on behalf of the Fund.
2. The part consisting of interest accrued on each Receivable, subparagraph (ii) of paragraph one of this section, shall be paid by the Fund on each Collection Date, as described in section 3.4.1 below, falling on the first interest settlement date of each Receivable, and will not be subject to the Fund Priority of Payments.

If the establishment of the Fund and hence the assignment of the Initial Receivables should terminate, in accordance with the provisions of section 4.4.4.(v) of the Registration Document, (i) so will the Fund's obligation to pay for the assignment terminate, and (ii) the Management Company shall be obliged to restore to BBVA any rights whatsoever accrued for the Fund upon the Initial Receivables being assigned.

3.3.4 Compliance with Regulation 575/2013.

In compliance with the provisions of article 405 of Regulation (EU) No. 575/2013 of the European Parliament and of the Council, of June 26, 2013, on prudential requirements for credit institutions and investment firms and amending Regulation (EU) no. 648/2012 ("**Regulation 575/2013**"), the Originator has notified the Management Company that it shall on an ongoing basis retain a material net economic interest in the Fund on the terms required by Regulation 575/2013. In this regard, the Originator has notified the Management Company that "on an ongoing basis" shall be construed in the sense that the net economic interest retained shall not be subject to any credit risk mitigation or any short positions or any other hedge and shall not be sold.

In addition, in compliance with the provisions of article 409 of Regulation 575/2013, and article 22 of Commission Delegated Regulation (EU) no. 625/2014, of March 13, 2014, supplementing Regulation (EU) 575/2013 by way of regulatory technical standards specifying the requirements for investor, sponsor, original lenders and originator institutions relating to exposures to transferred credit risk ("**Delegated**

Regulation 625/2014”), the Originator provides and confirms (to the Management Company and potential investors) certain details as to that retention. In particular:

- That BBVA is the retainer and acts as originator (as those terms are defined in Delegated Regulation 625/2014) in the securitisation.
- That BBVA shall make sure that potential investors may readily access all relevant data as to credit quality and performance of the different underlying exposures, cash flows and such information as may be necessary to conduct comprehensive and well informed stress tests on the cash flows. Potential investors may in this regard obtain that information at EDW.
- That, pursuant to article 405d), BBVA, as originator of the securitisation, shall agree in the Deed of Constitution to retain on an ongoing basis Series B Bonds and the Subordinated Loan principal (first loss tranche), in order for the retention to initially equal 13.5% of the nominal value of the securitised exposures and at all times a ratio of not less than five percent (5%) of the nominal value of the securitised exposures.
- That BBVA shall agree in the Deed of Constitution to notify the Management Company of fulfilment of the retention commitment taken on in order for the latter in turn to post that information at its website www.edt-sg.com. In connection with such notice, the Originator shall explicitly declare that it has not taken any action (credit risk cover, sale, short positions, etc.) undermining the application of the retention requirement.

The above information will be confirmed by BBVA on a quarterly basis and in any of the following circumstances:

- a) where a breach of the retention commitment referred to in article 405.1 of Regulation 575/2013 occurs;
 - b) where the performance of the securitisation position or the risk characteristics of the securitisation or of the underlying exposures materially change;
 - c) following a breach of the obligations included in the documentation relating to the securitisation.
- That BBVA shall agree in the Deed of Constitution to include at its website a reference to the location where all the updated details concerning retention of a net economic interest may be found.

3.4 Explanation of the flow of funds.

3.4.1 How the cash flow from the assets will meet the Issuer’s obligations to holders of the securities.

Securitised Receivable amounts received by the Loan Manager and owing to the Fund will be paid by the same into the Treasury Account on the second day after the date on which they are received by the Loan Manager or the following business day if that is not a business day, for same day value (the “**Collection Dates**”). In this connection, business days shall be taken to be all those that are business days in the banking sector in the city of Madrid.

Quarterly on each Payment Date Bondholders will be paid interest accrued and, upon the Revolving Period terminating, principal will be repaid on the Bonds in each Series on the terms set for each of them and in the Priority of Payments given in section 3.4.6.2 of this Building Block or, when the Fund is liquidated, in the Liquidation Priority of Payments given in section 3.4.6.3 of this Building Block, as appropriate.

3.4.2 Information on any credit enhancement.

3.4.2.1 Description of the credit enhancement.

The Cash Reserve described in section 3.4.2.2 below is a credit enhancement because it mitigates the credit risk derived from Receivable delinquency and default, the risk arising out of the different timing in settling Receivables (monthly) and Bonds (quarterly), and the interest rate risk occurring because part of the Receivables are subject to the 1-year Euribor benchmark index floating interest rate whereas the interest rate established for the Bonds is fixed.

Subordination and deferment in interest payment and principal repayment between the Bonds in each Series, derived from their place in the application of the Available Funds as well as the rules for Distribution of Principal Available Funds in the Priority of Payments, or in the application of the Liquidation Available Funds in the Liquidation Priority of Payments, are a means for distinctly hedging the different Series.

Additionally, the Treasury Account and the Principal Account, described in sections 3.4.4.1 and 3.4.4.2 below, provide the Fund with credit enhancements.

3.4.2.2 Cash Reserve.

The Management Company shall set up on the Closing Date an Initial Cash Reserve by drawing fully the Subordinated Loan principal and shall subsequently, on each Payment Date, keep the Required Cash Reserve amount provisioned in the Fund Priority of Payments.

The characteristics of the Cash Reserve shall be as follows:

Cash Reserve amount.

1. The Cash Reserve shall be set up on the Closing Date in an amount equal to EUR sixty-one million eight hundred and seventy-five thousand (61,875,000.00) ("**Initial Cash Reserve**").
2. Subsequently to being set up, on each Payment Date, the Cash Reserve shall be provisioned until it reaches the Required Cash Reserve amount established hereinafter out of the Available Funds in the Fund Priority of Payments.

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

- (i) EUR sixty-one million eight hundred and seventy-five thousand (61,875,000.00).
- (ii) The higher of:
 - a) 9.00% of the Outstanding Principal Balance of the Bond Issue.
 - b) EUR thirty million nine hundred and thirty-seven thousand five hundred (30,937,500.00).
3. Notwithstanding the above, the Required Cash Reserve shall not be reduced on the relevant Payment Date and shall remain at the Required Cash Reserve amount on the preceding Payment Date whenever any of the following circumstances concur on the Payment Date:
 - i) That on the Determination Date preceding the relevant Payment Date the amount of the Outstanding Balance of Delinquent Receivables is higher than 1.00% of the Outstanding Balance of Non-Doubtful Receivables.
 - ii) That, on the preceding Payment Date, the Cash Reserve was not provisioned up to the Required Cash Reserve amount at that Payment Date, or it cannot be provisioned on the relevant Payment Date.
 - iii) That two (2) years have not elapsed since the date of establishment of the Fund.

Yield.

The Cash Reserve amount shall remain credited to the Treasury Account, and will not be remunerated on the terms of the Account (Treasury Account) Agreement.

Application.

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

3.4.3 Details of any subordinated finance.

3.4.3.1 Subordinated Loan.

The Management Company shall on the date of establishment of the Fund, for and on behalf of the Fund, enter with the Originator into an agreement whereby the Originator shall grant to the Fund a commercial subordinated loan (the **"Subordinated Loan"**) amounting to EUR sixty-one million eight hundred and seventy-five thousand (61,875,000.00) (the **"Subordinated Loan Agreement"**). The Subordinated Loan amount shall be delivered on the Closing Date and be applied to setting up the Initial Cash Reserve on the terms for which provision is made in section 3.4.2.2 of this Building Block, although granting of the Loan by no means guarantees performance of the securitised Receivables.

Subordinated Loan principal shall be repaid on each Payment Date in an amount equal to the positive difference existing between (i) the outstanding Subordinated Loan principal on the Determination Date preceding the relevant Payment Date and (ii) the Required Cash Reserve amount at the relevant Payment Date, and in the application priority established for that event in the application of Available Funds in the Priority of Payments.

The Subordinated Loan shall at all events be finally due on the Final Maturity Date or, as the case may be, on the date on which the Management Company proceeds to Early Liquidation subject to the Liquidation Priority of Payments.

Outstanding Subordinated Loan principal shall earn 0.50% fixed annual nominal interest. Interest shall be settled and be payable on the expiry date of each Interest Accrual Period on each Payment Date, and shall be calculated based on: (i) the exact number of days in each Interest Accrual Period and (ii) a three-hundred-and-sixty- (360-) day year. The first interest settlement date shall be June 21, 2017. Interest shall be paid provided that the Fund has sufficient liquidity on the relevant Payment Date in the Priority of Payments and, upon liquidation of the Fund, in the Liquidation Priority of Payments.

Interest accrued and not paid on a Payment Date shall not be accumulated to Subordinated Loan principal and shall not earn late-payment interest.

All Subordinated Loan amounts due and not paid by the Fund because of a shortfall of Available Funds shall be paid on the following Payment Dates on which the Available Funds allow payment in the Priority of Payments. Payment of amounts not paid on preceding Payment Dates shall take precedence over Subordinated Loan amounts falling due on that Payment Date, honouring firstly overdue interest and secondly principal repayment, in the Priority of Payments and, upon liquidation of the Fund, in the Liquidation Priority of Payments.

The Subordinated Loan Agreement shall be fully terminated in the event that DBRS or Moody's should not confirm the provisional ratings assigned to the Bonds as final ratings by 2pm (CET) on March 28, 2017.

3.4.3.2 Start-Up Loan.

The Management Company shall on the date of establishment of the Fund, for and on behalf of the Fund, enter with the Originator into an agreement whereby the Originator shall grant to the Fund a commercial loan (the **"Start-Up Loan"**) amounting to EUR five million six hundred and fifty thousand (5,650,000.00) (the **"Start-Up Loan Agreement"**). The Start-Up Loan amount shall be delivered on the Closing Date and be allocated to financing the Fund set-up and Bond issue and admission expenses, and cover the existing timing difference between Loan interest collection and Bond interest payment on the first Payment Date.

Outstanding Start-Up Loan principal shall earn 0.50% fixed annual nominal interest. Interest shall be settled and be payable on the expiry date of each Interest Accrual Period on each Payment Date, and shall be calculated based on: (i) the exact number of days in each Interest Accrual Period and (ii) a three-hundred-and-sixty- (360-) day year. The first interest settlement date shall be June 21, 2017. Interest shall

be paid provided that the Fund has sufficient liquidity on the relevant Payment Date in the Priority of Payments and, upon liquidation of the Fund, in the Liquidation Priority of Payments.

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

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

- (i) The portion of Start-Up Loan principal actually used to finance the Fund set-up and Bond issue and admission expenses and the portion designed to cover the existing timing difference between Receivable interest collection and Bond interest payment on the first Payment Date shall be repaid in twelve (12) consecutive quarterly instalments in an equal amount, on each Payment Date, the first of which shall be the first Payment Date, June 21, 2017, and the following until the Payment Date falling on March 21, 2020, inclusive.
- (ii) The portion of Start-Up Loan principal not used shall be repaid on the first Payment Date, June 21, 2017.

All Start-Up Loan amounts due and not paid by the Fund because of a shortfall of Available Funds shall be paid on the following Payment Dates on which the Available Funds allow payment in the Fund Priority of Payments. Payment of amounts not paid on preceding Payment Dates shall take precedence over Start-Up Loan amounts falling due on that Payment Date, honouring firstly overdue interest and secondly principal repayment, in the Priority of Payments or, upon liquidation of the Fund, in the Liquidation Priority of Payments.

The Start-Up Loan Agreement shall not be terminated in the event of the Fund being terminated, in accordance with the provisions of section 4.4.4.(v) of the Prospectus Registration Document. In that event, the Start-Up Loan shall be used to pay the Fund set-up and Bond issue expenses and all other obligations undertaken by the Management Company, for and on behalf of the Fund, originated upon the Fund being established and which are due and payable, and principal repayment shall be deferred and subordinated to satisfaction of those obligations, out of the Fund's remaining resources.

3.4.3.3 Subordination of Series B Bonds.

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

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

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

3.4.4.1 Treasury Account.

The Management Company, for and on behalf of the Fund, and BBVA shall, on the date of establishment of the Fund, enter into an account agreement (the "**Account (Treasury Account) Agreement**") whereby the Fund, through its Management Company, will pay given amounts into a financial account opened at BBVA. The 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 BBVA, in the name of the Fund by the Management Company, which amounts shall mostly consist of the following items:

- (i) cash amount received upon subscription for the Bond Issue being paid up;
- (ii) Receivable principal repaid and ordinary and late payment interest collected;
- (iii) any other Receivable amounts owing to the Fund;
- (iv) Subordinated Loan principal drawn down and the Cash Reserve amount from time to time;
- (v) Start-Up Loan principal drawn down;

- (vi) the amounts, if any, of interim withholdings on the return on investments to be effected on each relevant Payment Date on the Bond interest paid by the Fund, until due for payment to the Tax Administration.

BBVA will not remunerate the amounts deposited in the Treasury Account.

In the event that the rating of BBVA or of the substitute institution in which the Treasury Account is opened (either of them the “**Treasury Account Provider**”) should, at any time during the life of the Bond Issue, be downgraded:

- below a long-term deposit rating of Baa3 by Moody’s or in the event that its long-term deposit rating by Moody’s should be removed; or
 - below BBB (high), in accordance with DBRS’ minimum rating (the “**DBRS Minimum Rating**”), which shall be the higher of:
 - (i) if the institution has a long-term critical obligation rating (COR) by DBRS, one notch below that COR; and
 - (ii) the public rating (Issuer Rating) assigned by DBRS or, where there is no such rating, the private ratings or the internal assessments made by DBRS (the “**DBRS Rating**”);
- or
- below BBB, according to the long-term public rating assigned by Scope or, where there is no such rating, the private ratings or the internal assessments made by Scope (the “**Scope Rating**”);

the Management Company shall, within not more than thirty (30) calendar days from the day of the occurrence of any of these events, after notifying the Rating Agencies, do one of the following in order to allow a suitable level of guarantee to be maintained with respect to the commitments derived from the Account (Treasury Account) Agreement in order for the ratings given to the Bonds by the Rating Agencies not to be adversely affected:

- a) Obtain from an institution with a long-term deposit rating at least as high as Baa3 by Moody’s, and/or with a DBRS Minimum Rating of BBB (high), and/or with a Scope Rating at least as high as BBB, an unconditional, irrevocable and first demand guarantee securing for the Fund, merely upon the Management Company so requesting, prompt payment by the Treasury Account Provider of its obligation to repay the amounts credited to the Treasury Account, for such time as the Treasury Account Provider remains downgraded below Baa3 by Moody’s and/or BBB (high) by DBRS and/or BBB by Scope.
- b) Transfer the Treasury Account to an institution with long-term deposits rated at least as high as Baa3 by Moody’s, with a DBRS Minimum Rating of BBB (high), and with a Scope Rating at least as high as BBB, arranging new financial terms, which may differ from those arranged with the Treasury Account Provider under the Account (Treasury Account) Agreement.

In this regard, the Treasury Account Provider shall irrevocably agree to notify the Management Company of any change or removal of the Bond rating given by the Rating Agencies, forthwith upon that occurrence throughout the life of the Bond issue.

In the event of b) above occurring and BBVA thereafter having: (i) a long-term deposit rating at least as high as Baa3 by Moody’s, and (ii) a DBRS Minimum Rating at least as high as BBB (high); and (iii) a Scope Rating at least as high as BBB, the Management Company shall subsequently transfer the balances back to BBVA under the Account (Treasury Account) Agreement.

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

BBVA shall agree, forthwith upon the Treasury Account Provider’s credit rating being downgraded, to use commercially reasonable efforts in order that the Management Company may do either of a) or b) above.

3.4.4.2 Principal Account.

The Management Company, for and on behalf of the Fund, and BBVA shall, on the date of establishment of the Fund, enter into an account agreement (the “**Account (Principal Account) Agreement**”) whereby the Fund, through its Management Company, will pay given amounts into a financial account opened at BBVA. The Account (Principal Account) Agreement shall specifically determine that the amounts of the Principal Available Funds not applied to acquiring Additional Receivables during the Revolving Period will be paid into a financial account in Euros (the “**Principal Account**”) opened at BBVA in the name of the Fund by the Management Company. Exceptionally, the amounts of the difference between the face values of the Bond Issue principal and of the initial Receivables acquired shall also be credited on the Closing Date.

BBVA will not remunerate the amounts deposited in the Principal Account.

In the event that the rating of BBVA or of the substitute institution in which the Principal Account is opened (either of them the “**Principal Account Provider**”) should, at any time during the life of the Bond Issue, be downgraded:

- below a long-term deposit rating of Baa3 by Moody's or in the event that its long-term deposit rating by Moody's should be removed; or
- below a DBRS Minimum Rating of BBB (high); or
- below a Scope Rating of BBB;

the Management Company shall, within not more than thirty (30) calendar days from the day of the occurrence of any of these events, after notifying the Rating Agencies, do one of the following in order to allow a suitable level of guarantee to be maintained with respect to the commitments derived from the Account (Principal Account) Agreement in order for the ratings given to the Bonds by the Rating Agencies not to be adversely affected:

- a) Obtain from an institution with a long-term deposit rating at least as high as Baa3 by Moody's, and/or with a DBRS Minimum Rating of BBB (high), and/or with a Scope Rating at least as high as BBB, an unconditional, irrevocable and first demand guarantee securing for the Fund, merely upon the Management Company so requesting, prompt payment by the Principal Account Provider of its obligation to repay the amounts credited to the Principal Account, for such time as the Principal Account Provider remains downgraded below Baa3 by Moody's and/or BBB (high) by DBRS and/or BBB by Scope
- b) Transfer the Principal Account to an institution with long-term deposits rated at least as high as Baa3 by Moody's, with a DBRS Minimum Rating of BBB (high), and with a Scope Rating at least as high as BBB, arranging new financial terms, which may differ from those arranged with the Principal Account Provider under the Account (Principal Account) Agreement.

In this regard, the Principal Account Provider shall irrevocably agree to notify the Management Company of any change or removal of the Bond rating given by the Rating Agencies, forthwith upon that occurrence throughout the life of the Bond Issue.

In the event of b) above occurring and BBVA thereafter having: (i) a long-term deposit rating at least as high as Baa3 by Moody's, and (ii) a DBRS Minimum Rating at least as high as BBB (high); and (iii) a Scope Rating at least as high as BBB, the Management Company shall subsequently transfer the balances back to BBVA under the Account (Principal Account) Agreement.

All costs, expenses and taxes incurred in connection with putting in place and arranging the above options shall be borne by BBVA or, as the case may be, the substituted Principal Account Provider.

BBVA shall agree, forthwith upon the Principal Account Provider's credit rating being downgraded, to use commercially reasonable efforts in order that the Management Company may do either of a) or b) above.

The Account (Principal Account) Agreement shall be fully terminated in the event that DBRS or Moody's should not confirm the provisional ratings assigned to the Bonds as final ratings by 2pm (CET) on March

28, 2017. In addition, the Principal Account shall be cancelled on the Payment Date following the Payment Date on which the Revolving Period ends, once it has been settled by the Management Company.

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

Asset payment collection management by the Fund is detailed in section 3.7.2.1.2 of the Building Block.

3.4.6 Order of priority of payments made by the Issuer.

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

The source of the amounts available to the Fund on the Bond Issue Closing Date and their application until the first Payment Date, exclusive, shall be as follows:

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

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

2. Application: the Fund will apply the funds described above to the following payments:

- a) Payment of the price for acquiring the Initial Receivables at their face value.
- b) Payment of the Fund set-up and Bond issue and admission expenses.
- c) Setting up the Initial Cash Reserve.

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

On each Payment Date, other than the Final Maturity Date or upon Early Liquidation of the Fund, the Management Company shall proceed successively to apply the Available Funds and the Principal Available Funds in the order of priority of payments given hereinafter for each of them (the “**Priority of Payments**”).

3.4.6.2.1 Available Funds: source and application.

1. Source.

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

- a) Receivable principal repayment income during the Determination Period preceding the relevant Payment Date.
- b) Receivable ordinary and late-payment interest received during the Determination Period preceding the relevant Payment Date.
- c) The Cash Reserve amount on the Determination Date preceding the relevant Payment Date.
- d) Any other amounts received by the Fund during the Determination Period preceding the relevant Payment Date, including those resulting from the sale or utilisation of assets or rights awarded to the same.
- e) Additionally, on the first Payment Date, the portion of Start-Up Loan principal drawn not used until that date.

Income under a), b) and d) above received by the Fund and credited to the Treasury Account between the Determination Date, exclusive, preceding the relevant Payment Date, and until the latter, shall not

be included in the Available Funds on the relevant Payment Date, and that amount shall remain credited to the Treasury Account, to be included in the Available Funds on the following Payment Date.

The Fund's income under the Receivables shall be identified as such by the Management Company based on information received by the Loan Manager and on the applicable items.

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 order of priority, irrespective of the time of accrual, other than the application established in the 1st place, which may be made at any time as and when due:

1. Payment of the Fund's properly supported taxes and ordinary⁽¹⁾ and extraordinary⁽²⁾ 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 arising under the Paying Agent Agreement. Only expenses prepaid or disbursed on the Fund's behalf by and Receivable amounts reimbursable to it, provided they are all properly supported and the Management Agreement fee if BBVA should be replaced as Loan Manager will be paid to the Loan Manager and in relation to the Management Agreement in this priority.

2. Payment of interest due on Series A Bonds.

3. Payment of interest due on Series B Bonds unless this payment is deferred to 5th place in the order of priority.

This payment shall be deferred to 5th place when, on the Determination Date preceding the relevant Payment Date the cumulative Outstanding Balance of Delinquent Receivables, classified as such since the Fund was established and reckoned at the amount of the Outstanding Balance as at the classification date, is in excess of 5.00% of the Maximum Amount of the Receivables and provided that Series A Bonds have not been and are not to be fully amortised on the relevant Payment Date.

4. Bond Principal Amortisation Due in an amount equivalent to the positive difference existing at the Determination Date preceding the relevant Payment Date between:

- (i) the Outstanding Principal Balance of the Bond Issue, and
- (ii) the sum of a) the Outstanding Balance of Non-Doubtful Receivables and b) the Principal Account balance.

Depending on the liquidity existing on each Payment Date, the amount actually applied to Principal Withholding shall be included among the Principal Available Funds to be applied in accordance with the rules for Distribution of Principal Available Funds established hereinafter in section 3.4.6.2.2.

5. Payment of interest due on Series B Bonds when this payment is deferred from 3rd place in the order of priority as established therein.
6. Withholding of an amount sufficient for the Required Cash Reserve amount to be maintained.
7. Payment of Subordinated Loan interest due.
8. Repayment of Subordinated Loan principal to the extent amortised.
9. Payment of Start-Up Loan interest due.
10. Repayment of Start-Up Loan principal to the extent amortised.
11. Payment to the Loan Manager of the fee established under the Management Agreement.

In the event that BBVA should be replaced as Loan Manager by a third party, payment of the management fee due to the third party, the new manager, shall be moved up to 1st place above, along with the other payments included therein.

12. Payment of the Financial Intermediation Margin.

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

(1) The following shall be considered ordinary expenses of the Fund:

- a) Any expenses deriving from mandatory administrative verifications, registrations and authorisations, other than payment of the Fund set-up and Bond issue and admission expenses and the ongoing fee payable to EDW.
- b) Fund management fee due to the Management Company.
- c) Rating Agency fees for monitoring and maintaining the rating of the Bonds.
- d) Expenses relating to keeping the Bond accounting record representing the Bonds by means of book entries, admission to trading in organised secondary markets and maintaining all of the foregoing.
- e) Expenses of auditing the annual accounts and the Additional Receivables.
- f) Bond amortisation expenses.
- g) Expenses deriving from announcements and notices relating to the Fund and/or the Bonds.
- h) Fees due to notarisation of the certificates assigning Additional Receivables.

The Fund's ordinary expenses in its first year, including those derived from the Paying Agent Agreement, are estimated at EUR three hundred and ten thousand (310,000.00). Because a significant part of those expenses are directly related to the Outstanding Principal Balance of the Bond Issue and that balance shall fall throughout the life of the Fund, the Fund's ordinary expenses will also fall as time goes by.

(2) The following shall be considered extraordinary expenses of the Fund:

- a) Expenses, if any, derived from preparing and perfecting an amendment to the Deed of Constitution and the agreements, and from entering into additional agreements.
- b) Expenses required to enforce the Receivables and deriving from any recovery actions required.
- c) Expenses required to manage, administer, maintain, value, market and dispose of or operate real properties, assets, securities or rights awarded to or given to the Fund in a deed-in-lieu-of-foreclosure transaction on the Receivables.
- d) Extraordinary expenses of audits and legal advice.
- e) The remaining amount, if any, of the initial Fund set-up and Bond issue and admission expenses in excess of the Start-Up Loan principal.
- f) In general, any other extraordinary expenses required borne by the Fund or by the Management Company for and on behalf of the Fund.

3.4.6.2.2 Principal Available Funds: source and application.

1. Source.

On each Payment Date, the Principal Available Funds shall be the following:

- a) The Principal Withholding amount actually applied in fourth (4th) place of the Available Funds on the relevant Payment Date, and
- b) Until the Payment Date next succeeding the end of the Revolving Period, inclusive, the Principal Account balance on the preceding Determination Date.

2. Distribution of Principal Available Funds.

The Principal Available Funds shall be applied on each Payment Date in accordance with the following rules:

1. During the Receivables Revolving Period, payment of the assignment price comprising the face value of the outstanding capital or principal of the Additional Receivables acquired by the Fund on the relevant Payment Date.

The remaining Principal Available Funds not used for acquiring Additional Receivables shall remain credited to the Principal Account.

2. After the Revolving Period ends, the Principal Available Funds shall be sequentially applied firstly to amortising Series A Bonds until fully amortised, and, secondly, to amortising Series B Bonds.

3.4.6.3 Fund Liquidation Priority of Payments.

The Management Company shall proceed to liquidate the Fund upon the Fund being liquidated on the Final Maturity Date or upon Early Liquidation in accordance with the provisions of sections 4.4.3 and 4.4.4 of the Registration Document, by applying the following available funds (the "**Liquidation Available Funds**"): (i) the Available Funds, (ii) the amounts obtained by the Fund from time to time upon disposing of the Receivables and the remaining assets and, as the case may be, (iii) the amount drawn under the loan arranged and exclusively used for final amortisation of the Bonds then outstanding, in accordance with the provisions of section 4.4.3.3.(iii) of the Registration Document, in the following order of priority of payments (the "**Liquidation Priority of Payments**"):

1. Reserve to meet the final tax, administrative or advertising termination and liquidation expenses, including an estimate of the Management Company's management fee until termination.
2. Payment of the Fund's properly supported taxes and ordinary and extraordinary expenses, whether or not they were disbursed by the Management Company, including the management fee due to the latter, and all other expenses and service fees, including those derived from the Paying Agent Agreement. Only expenses prepaid or disbursed on the Fund's behalf by and Receivable amounts reimbursable to the Loan Manager, provided they are all properly supported, and the fee under the Management Agreement in the event that BBVA should be replaced as Loan Manager, shall be made to the Loan Manager under the Management Agreement in this priority.
3. Payment of interest due on Series A Bonds.
4. Repayment of Series A Bond principal.
5. Payment of interest due on Series B Bonds.
6. Repayment of Series B Bond principal.
7. In the event of the loan being arranged for early amortisation of the Bonds then outstanding as provided for in section 4.4.3.3.(iii) of the Registration Document, payment of financial expenses accrued and repayment of principal on the loan arranged.
8. Payment of Subordinated Loan interest due.
9. Repayment of Subordinated Loan principal.
10. Payment of Start-Up Loan interest due.
11. Repayment of Start-Up Loan principal.
12. Payment to the Loan Manager of the fee established under the Management Agreement.

In the event that BBVA should be replaced as Loan Manager by a third party, payment of the management fee due to the third party, the new manager, shall be moved up to 1st place above, along with the other payments included therein.

13. Payment of the Financial Intermediation Margin.

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

3.4.6.4 Financial Intermediation Margin.

The Management Company shall, for and on behalf of the Fund, enter with the Originator into a financial intermediation agreement (the “**Financial Intermediation Agreement**”), on the date of establishment of the Fund, designed to remunerate the Originator for the financial intermediation process carried out, enabling the financial transformation defining the Fund’s activity, the assignment to the Fund of the Receivables and the ratings assigned to the Bonds.

The Originator shall be entitled to receive from the Fund a variable subordinated remuneration (the “**Financial Intermediation Margin**”) which shall be determined and shall accrue upon expiry of every quarterly accrual period, and which shall comprise, except for the first period, the three calendar months next preceding each Payment Date, in an amount equal to the positive difference, if any, between the income and expenditure in each period, including losses, if any, brought forward from previous years, accrued by the Fund with reference to its accounts and before the close of the last day of the calendar month next preceding every Payment Date. The Financial Intermediation Margin accrued at the close of the months of February, May, August and November, these being the last calendar month in each interest accrual period, shall be settled on the next succeeding Payment Date, provided that the Fund has sufficient liquidity in the Fund Priority of Payments.

Exceptionally: (i) the first Financial Intermediation Margin accrual period shall be comprised between the date on which the Fund is established, inclusive, and May 31, 2017, inclusive, this being the last day in the calendar month preceding the first Payment Date, and (ii) the last Financial Intermediation Margin accrual period shall comprise a) until the Final Maturity Date or the date on which Early Liquidation of the Fund concludes, as provided for in section 4.4.3 of the Registration Document, on which the Receivables and the assets remaining in the Fund shall have been liquidated and the Liquidation Available Funds shall have been distributed in the Liquidation Priority of Payments of the Fund, b) from the last day in the calendar month preceding the Payment Date before the date referred to in a), including the first date a) but not including the second date b). The first Financial Intermediation Margin settlement date shall be the first Payment Date, June 21, 2017.

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

Notwithstanding the above, the Financial Intermediation Margin will only be settled as established in section 5 of Rule 19 of Circular 2/2016.

The Financial Intermediation Agreement shall be fully terminated in the event that DBRS or Moody's should not confirm any of the provisional ratings assigned to the Bonds as final ratings by 2pm (CET) on March 28, 2017.

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

3.4.7.1 Bond Issue Paying Agent.

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

The main obligation to be taken on by BBVA (the **"Paying Agent"**) under this Paying Agent Agreement is summarily to pay, on each Bond Payment Date, Bond interest and, as the case may be, to repay Bond principal through Iberclear, after deducting, as the case may be, the total amount of the interim tax withholding for return on investments to be made by the Management Company, on the Fund's behalf, in accordance with applicable tax laws.

In the event that the Paying Agent's rating should, at any time during the life of the Bond Issue, be downgraded:

- below a long-term deposit rating of Baa3 by Moody's or in the event that its long-term deposit rating by Moody's should be removed; or
- below a DBRS Minimum Rating of BBB (high); or
- below a Scope Rating of BBB,

the Management Company shall, within not more than thirty (30) calendar days from the time of the occurrence of any of these events, after notifying the Rating Agencies, do one of the following in order to allow a suitable level of guarantee to be maintained with respect to the commitments derived from duties provided for in the Bond Paying Agent Agreement in order for the ratings given to the Bonds by the Rating Agencies not to be adversely affected:

- (i) obtain from an institution with a long-term deposit rating at least as high as Baa3 by Moody's, and/or with a DBRS Minimum Rating of BBB (high), and/or with a Scope Rating at least as high as BBB, a first demand guarantee securing to the Fund, merely upon the Management Company so requesting, the commitments made by the Paying Agent, for such time as the Paying Agent's remains downgraded below Baa3 by Moody's and/or BBB (high) by DBRS and/or BBB by Scope; or
- (ii) revoke the Paying Agent's designation and thereupon designate another institution with a long-term deposit credit rating at least as high as Baa3 by Moody's, and with a DBRS Minimum Rating of BBB (high), and/or with a Scope Rating at least as high as BBB, to take its place before terminating the Paying Agent Agreement. Should BBVA 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 BBVA under the Paying Agent Agreement.

In this regard, the Paying Agent shall irrevocably agree to notify the Management Company of any change or removal of the rating given by the Rating Agencies, forthwith upon that occurrence throughout the life of the Bond Issue.

All costs, expenses and taxes incurred in connection with doing and arranging the above shall be borne by BBVA or, as the case may be, the substituted Paying Agent.

The Paying Agent shall agree, forthwith upon its credit rating being downgraded, to use commercially reasonable efforts in order that the Management Company may do either of (i) or (ii) above.

In consideration of the services to be provided by the Paying Agent, the Fund shall pay it on each Payment Date during the term of the agreement, a fee of EUR twelve thousand (12,000.00), inclusive of taxes as the case may be. This fee shall be paid provided that the Fund has sufficient liquidity and in the Priority of Payments or, as the case may be, the Liquidation Priority of Payments.

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

in the Priority of Payments or, as the case may be, upon liquidation of the Fund in the Liquidation Priority of Payments.

The Paying Agent Agreement shall be fully terminated in the event that DBRS or Moody's should not confirm the provisional ratings assigned to the Bonds as final ratings by 2pm (CET) on March 28, 2017.

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

The securitised Receivable originator and assignor is BBVA.

Registered office: Plaza de San Nicolás number 4, 48005 Bilbao (Spain).

Principal places of business: Calle Azul, 4, 28050 Madrid (Spain).

Gran Vía, 1, 48001 Bilbao (Spain).

Paseo de Recoletos, 10, 28001 Madrid (Spain).

Significant economic activities of BBVA.

BBVA Group, is mainly in the banking business though it has interests in the field of insurance, unit trust and pension fund management, stock broking, real estate development, global custody, asset management and broking in major cash, capital and currency markets.

The following is the relevant consolidated information for BBVA Group at December 31, 2016 and December 31, 2015, and how the information at both dates compares. The financial information in relation to the relevant consolidated details at December 31, 2016 and at December 31, 2015 has been audited. That information was prepared in accordance with International Financial Reporting Standards applicable to it under Regulation EC 1606/2002 and Bank of Spain Circular 4/2004, as currently worded.

BBVA	31.12.2016 (A)	Δ% (A-B)/B	31.12.2015 (C)
BALANCE SHEET (MEUR)			
Total assets	731,856	-2.4	749,855
Customer credit (gross)	430,474	-0.6	432,855
Customer deposits	401,465	-0.5	403,362
Other customer resources	132,092	0.2	131,822
Total customer resources*	533,557	-0.3	535,184
Net assets	55,428	0.3	55,282
PROFIT & LOSS ACCOUNT (MEUR)			
Interest margin	17,059	3.9	16,426
Gross margin	24,653	4.1	23,680
Net margin	11,862	4.4	11,363
Pre-tax profit	6,392	8.7	5,879
Profit attributed to the Group	3,475	31.5	2,642
THE SHARE AND STOCK MARKET RATIOS			
Price (EUR)	6.41	-4.8	6.74
Market capitalisation (MEUR)	42,118	-1.8	42,905
Earnings per share (EUR)	0.50	33.3	0.37
Book value per share (EUR)	7.22	-3.4	7.47
PBVR (times)	0.9	0.0	0.9
RELEVANT RATIOS (%)			
ROE	6.7		5.2
ROA	0.64		0.46
RORWA	1.19		0.87
Efficiency ratio	51.9		52.0
Delinquency rate	4.9		5.4
Consumer loan delinquency rate	4.68		5.3
Coverage rate	70		74

BBVA	31.12.2016 (A)	$\Delta\%$ (A-B)/B	31.12.2015 (C)
CAPITAL RATIOS (%)			
CET 1	12.2		12.1
Tier 1	12.9		12.1
Ratio total	15.1		15.0
ADDITIONAL INFORMATION			
Number of shares (million)	6,567		6,367
Number of shareholders	935,284		934,244
Number of employees	134,792		137,968
Number of branches	8,660		9,145
Number of cash dispensers	31,120		30,616

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

Not applicable.

3.7 Administrator, calculation agent or equivalent.

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

EUROPEA DE TITULIZACIÓN shall be responsible for managing and being the authorised representative of the Fund, on the terms set in Act 5/2015, and on the terms of the Deed of Constitution and of this Prospectus.

The Management Company shall discharge for the Fund the functions attributed to it in Act 5/2015.

The Deed of Constitution does not make provision for a creditors' meeting to be convened on the terms set down in article 37 of Act 5/2015.

On the terms provided for in article 26.1 a) of Act 5/2015, it shall be the Management Company's duty to act using its best endeavours and transparently in enforcing Bondholders' and financiers' interests. In addition, in accordance with article 26.2 of Act 5/2015, the Management Company shall be liable to Bondholders and other creditors of the Fund for all losses caused to them by a breach of its duties.

3.7.1.2 Administration and representation of the Fund.

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

- (i) Keeping the Fund's accounts duly separate from the Management Company's own, rendering accounts and satisfying tax and any other statutory obligations of the Fund.
- (ii) Making such decisions as may be appropriate in connection with liquidation of the Fund, including the decision to proceed to Early Liquidation of the Fund and Early Amortisation of the Bond Issue, in accordance with the provisions of this Prospectus and the Deed of Constitution. Moreover, making all appropriate decisions in the event of the establishment of the Fund terminating.
- (iii) Complying with its formal, documentary and reporting duties to the CNMV, the Rating Agencies and any other supervisory body.
- (iv) Appointing and, as the case may be, replacing and dismissing the auditor who is to review and audit the Fund's annual accounts and the Additional Receivables.
- (v) Providing Bondholders, the CNMV and the Rating Agencies with all such information and notices as may be prescribed by the laws in force for the time being and specifically as established in the Deed of Constitution and in this Prospectus.

- (vi) Complying with the calculation duties and taking the actions laid down in the Deed of Constitution and this Prospectus and in the various Fund transaction agreements or in such others as the Management Company may enter into in due course for and on behalf of the Fund.
- (vii) As the case may be, extending or amending the agreements entered into on behalf of the Fund, substituting, as the case may be, each of the Fund service providers on the terms provided for in each agreement, and indeed, if necessary, amending the same and entering into additional agreements, including a loan agreement in the event of Early Liquidation of the Fund, provided that circumstances preventing the foregoing in accordance with the laws and regulations in force from time to time do not occur, and amending the Deed of Constitution on the terms laid down in article 24 of Act 5/2015. In any event, those actions shall require that the Management Company notify and first secure the authorisation, if necessary, of the CNMV or competent administrative body and notify the Rating Agencies, and provided that such actions are not detrimental to the ratings assigned to the Bonds by the Rating Agencies. In addition, those actions shall not require the Deed of Constitution to be amended if they do not result in a change of the Priority of Payments or the Liquidation Priority of Payments. The Deed of Constitution or the agreements may also be corrected upon a request by the CNMV.
- (viii) On each Offer Request Date, determining whether on the next succeeding Payment Date there is to be an acquisition of Additional Receivables and, if appropriate, calculating the Acquisition Amount that may be allocated to the new acquisition on the next succeeding Payment Date.
- (ix) Sending to BBVA, if appropriate, a written communication requesting an offer of Additional Receivables, specifying the Acquisition Amount and the Payment Date on which the assignment to the Fund and payment of the assignment shall be made and completed.
- (x) Checking that the loans included in the offer for assigning Additional Receivables made by BBVA satisfy the (Individual and Global) Eligibility Requirements established for acquiring Additional Receivables having regard to their characteristics notified by BBVA, and notifying BBVA of the list of Additional Receivables accepted for assignment to the Fund on the relevant Payment Date.
- (xi) On each Payment Date on which Additional Receivables are to be assigned to the Fund, perfecting the notarised assignment certificate with BBVA and subsequently sending the same to the CNMV.
- (xii) Servicing and managing the Receivables pooled in the Fund, exercising the rights attaching to their ownership and, in general, carrying out all such acts of administration and disposition as may be required for properly managing and being the authorised representative of the Fund. As established in sections 3.7.1.4 and 3.7.2 of this Building Block, the Management Company entrusts BBVA, as Loan Manager, with this duty on the terms described in the aforementioned section 3.7.2, subject to the Management Company's liability as provided for in article 26.1.b) of Act 5/2015.
- (xiii) Checking that the amount of income actually received by the Fund matches the amounts that must be received by the Fund, on the terms of the assignment of the Receivables and on the terms of the relevant Loan agreements communicated by the Originator to the Management Company, and that the Receivable amounts are provided by the Loan Manager to the Fund with the frequency and on the terms provided for under the Management Agreement.
- (xiv) Calculating and settling the interest amounts accrued by each Bond Series payable on each Payment Date.
- (xv) Calculating and determining on each Determination Date the principal to be amortised and repaid on each Bond Series on the relevant Payment Date.
- (xvi) Calculating and settling the interest and fee amounts receivable and payable by the Fund under the Fund's borrowing and lending transactions, and the fees payable for the various financial services arranged for.

- (xvii) Taking the actions for which provision is made in relation to the ratings or the financial position of the Fund's counterparties in the financial and service provision agreements referred to in section 3.2 of this Building Block.
- (xviii) Calculating the Available Funds, the Principal Available Funds, the Liquidation Available Funds and the payment or withholding obligations to be complied with, and applying the same in accordance with the Distribution of Principal Available Funds, the Priority of Payments or the Liquidation Priority of Payments, as the case may be.
- (xix) Instructing transfers of funds between the various borrowing and lending accounts, and issuing all relevant payment instructions, including those allocated to servicing the Bonds.

3.7.1.3 Resignation and substitution of the Management Company.

The Management Company shall be substituted in managing and representing the Fund, in accordance with articles 32 (resignation) and 33 (forced substitution) of Act 5/2015 set forth hereinafter and with rules which may be established by way of subsequent implementing regulations.

Resignation.

- (i) The Management Company may resign its management and authorised representative duties with respect to all or part of the funds managed whenever it deems this fit, applying to be substituted, which shall be authorised by the CNMV, in accordance with the procedure and on the terms which may be established by way of subsequent implementing regulations.
- (ii) The Management Company may in no event resign its duties until and unless all requirements and formalities have been complied with in order for the substitute entity to take over its duties.
- (iii) The substitution expenses originated shall be borne by the resigning management company and may in no event be passed on to the Fund.

Forced substitution.

- (i) In the event that the Management Company should be adjudged insolvent and/or have its licence to operate as a securitisation fund management company revoked by the CNMV, it shall find a substitute management company, in accordance with the provisions of the previous 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 will be Early Liquidation of the Fund and Early Amortisation of the Bond Issue, in accordance with the provisions of this Prospectus and 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 this Prospectus. Furthermore, the Management Company shall hand to the substitute management company such accounting records and data files as it may have to hand in connection with the Fund.

3.7.1.4 Subcontracting.

The Management Company shall be entitled to subcontract or subdelegate to solvent and reputable third parties the provision of any of the services it has to provide as the manager and authorised representative of the Fund, as established in this Prospectus, provided that the subcontractor or delegated party waives the right to take any action holding the Fund liable. In any event, subcontracting or delegating any service (i) may not result in an additional cost or expense for the Fund, (ii) shall have to be legally possible, (iii) shall not result in the ratings accorded to the Bonds by the Rating Agencies being downgraded, and (iv) shall be notified to, and, where statutorily required, will first be authorised by, the CNMV. Notwithstanding any subcontracting or subdelegation, the Management Company shall not be exonerated or released,

under that subcontract or subdelegation, from any of the liabilities undertaken in this Prospectus which may be legally attributed or ascribed to it.

3.7.1.5 Management Company's remuneration.

In consideration of the functions to be discharged by the Management Company, the Fund will pay it a Fund management fee consisting of:

- (i) An initial fee which shall accrue upon the Fund being established and be payable on the Closing Date.
- (ii) A periodic fee on the Outstanding Principal Balance of the Bond Issue and, as the case may be, on the value of the real properties awarded or given in lieu of foreclosure to the Fund, which shall accrue daily from the establishment of the Fund until it terminates and shall be settled and paid by Interest Accrual Periods in arrears on each Payment Date subject to the Priority of Payments or, as the case may be, upon Liquidation and until termination thereof, subject to the Liquidation Priority of Payments. The periodic fee amount on each Payment Date may not be lower than the minimum amount determined. The minimum amount shall be cumulatively reset from the year 2018, inclusive, and be effective from January 1 of each year.
- (iii) Fee for preparing the file for EDW and for each submission.

If on a Payment Date the Fund should not, in the Priority of Payments, have sufficient liquidity to settle the management fee, the amount due shall accrue interest equal to the Series A Bond Nominal Interest Rate or, when fully amortised, the Series B Bond Nominal Interest Rate. The unpaid amount and interest due shall build up for payment on the fee payable on the following Payment Date, unless that absence of liquidity should continue, in which case the amounts due shall build up until fully paid, in the Priority of Payments or, as the case may be, in the Liquidation Priority of Payments.

3.7.2 Servicing, management and custody of the securitised assets.

Pursuant to article 26.1 b) of Act 5/2015, the Management Company shall be responsible for servicing and managing the Receivables pooled in the Fund. In addition, pursuant to article 30.4 of Act 5/2015, the Management Company shall not be excused or released from that responsibility by any subcontracting or subdelegation with BBVA of its Loan custody, servicing and management duties.

In that connection, BBVA, Originator of the Receivables to be acquired by the Fund, shall under the management agreement be in charge of custody, servicing and management of the Loans. Relations between BBVA, the Fund, represented by the Management Company, and the actual Management Company, in relation to custody, servicing and management of the Loans underlying the Receivables it shall have assigned to the Fund, shall be governed by the Loan management agreement (the "**Management Agreement**").

BBVA (the "**Loan Manager**" in that Agreement) shall accept the appointment received from the Management Company and thereby agree as follows:

- (i) To service and manage and be the custodian of the Loans underlying the Receivables subject to the system terms and ordinary servicing and management procedures established in the Management Agreement.
- (ii) To continue servicing the Loans underlying the Receivables, devoting the same time and efforts as it would devote and use to service its own loans and in any event on the terms for which provision is made in the Management Agreement.
- (iii) That the procedures it applies and will apply to service and manage the Loans are and will continue to be in accordance with the laws and statutory regulations in force applicable thereto.
- (iv) To full faithfully observe the instructions issued by the Management Company.

- (v) To pay the Fund or the Management Company damages resulting from a breach of the obligations undertaken, although the Loan Manager shall not be liable for things done on the Management Company's specific instructions.

In any event, the Loan Manager waives the privileges and authorities conferred on it by law as the manager of collections for the Fund, as Loan manager and custodian of the relevant agreements, and in particular those for which provision is made in articles 1730 and 1780 of the Civil Code and 276 of the Commercial Code. In addition, as provided for in section 3.7.1.4 above of the Building Block, the Loan Manager waives the bringing of any action holding the Fund liable.

The most relevant terms of the Management Agreement are given in the following paragraphs of this section.

3.7.2.1 Ordinary Loan servicing and custody system and procedures.

1. Custody of agreements, private contracts, documents and files.

The Loan Manager shall keep all Loan deeds, private contracts, documents and data files under safe custody and shall not give up their possession, custody or control other than with the Management Company's prior written consent to that effect, unless it is required to provide a document to institute proceedings to claim or enforce a Loan, or that is requested by any competent authority, duly informing the Management Company.

The Loan Manager shall at all times allow the Management Company or the Fund's auditors duly authorised thereby reasonable access to said deeds, private contracts, documents and records. In addition, whenever required to do so by the Management Company, the Loan Manager shall provide within two (2) Business Days of that request and clear of expenses, a copy or photocopy of any such deeds, private contracts and documents.

2. Collection management.

The Loan Manager shall continue managing collection of all Loan amounts payable by the Obligors, including both principal or interest and any other item. The Loan Manager shall use all reasonable efforts for payments to be made by the Obligors to be collected in accordance with the contractual terms and conditions of the Loans.

Loan amounts received by each Loan Manager owing to the Fund shall be paid by the Loan Manager into the Fund's Treasury Account on the relevant Collection Dates, as this term is defined in section 3.4.1 of this Building Block.

The Loan Manager shall pay to the Fund the Loan payment amounts previously received from the Obligors.

3. Information.

The Loan Manager shall regularly communicate to the Management Company the information concerning the individual characteristics of each Loan, fulfilment by Obligors of their Loan obligations, delinquency status, changes in the characteristics and terms of the Loans, actions in the event of late payment, legal actions and auction of assets, all subject to the procedures and with the frequency established in the Management Agreement.

Furthermore, the Loan Manager shall prepare and hand to the Management Company such additional information concerning the Loans or the rights attaching thereto as the Management Company may request.

4. Authorities and actions in relation to Loan renegotiation procedures.

The Loan Manager may not voluntarily extend or forgive the Loans in whole or in part, or in general do anything that may diminish the enforceability at law or economic value of the Loans, without prejudice to proceeding to heed requests by Obligors using the same efforts and procedure as if the loans should not have been assigned.

The Management Company may previously issue instructions to or authorise the Loan Manager to agree with the Obligor such terms and conditions as it shall see fit for a novation changing the relevant Loans.

The Management Company may nevertheless initially authorise the Loan Manager to entertain and accept Loan interest rate and term extension renegotiations, without requiring the Management Company's prior consent, subject to the following general enabling requirements:

a) Renegotiating the interest rate.

1. The Loan Manager may under no circumstances 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 Loan. In any event, whether or not it was generically authorised, any Loan interest rate renegotiation shall be taken on and settled bearing the Fund's interests in mind.
2. Subject to the provisions of the following paragraph, the Loan Manager shall in renegotiating the Loan interest rate clause ensure that the new terms are at arm's length and are no different from those applied by the Loan Manager proper in renegotiating or granting its fixed- or floating-rate loans. In this connection, mark-to-market interest rate shall be deemed to be the fixed or floating interest rate offered by the Loan Manager on the Spanish market for loans without mortgage security granted to individuals for financing consumer transactions or the purchase of goods or services or the purchase of motor cars, the amounts and terms being substantially similar to the renegotiated Loan.
3. The interest rate of a Loan shall under no circumstances be renegotiated down in the event that the average interest rate of all the Loans yet to be repaid weighted by the outstanding principal of each of those Loans is below 5.50%. Renegotiation from time to time of the floating interest rate applicable to a Loan may be at no event take place where the change is (i) to a floating interest rate with a benchmark index for the same to be determined other than one-year Euribor, or (ii) to a fixed interest rate, nor may a change be made from a fixed interest rate to a floating interest rate.

b) Extending the period of maturity.

1. The Loan Manager may in no case entertain on its own account, i.e. without being so requested by the Obligor, a change in the final maturity date of the Loan which may result in an extension of the term thereof. The Loan Manager shall, without encouraging an extension of the term, act in relation to such extension bearing the Fund's interests in mind at all times, and subject to the following rules and limitations:
2. The aggregate of the capital or principal assigned to the Fund of the Loans with respect to which the maturity date is extended may not exceed 10.00% of the face amount of the Bond Issue.
3. The term of a specific Loan may be extended provided that the following requirements are met:
 - a) That Loan capital or principal repayment instalment frequency and the same repayment system are at all events maintained.
 - b) That the new final maturity or final repayment date does not extend beyond September 30, 2028.

The Management Company may at any time during the term of the Management Agreement cancel, suspend or change the requirements of the authorisation previously set for the Loan Manager to renegotiate the interest rate or extend the term.

If there should be any renegotiation of the interest rate of a Loan or its due dates, the Loan Manager 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 Receivables to be

updated. Both the loan agreements and the private agreements pertaining to a novation of the terms of the Receivables will be kept by the Loan Manager, in accordance with the provisions of paragraph 1 of this section.

5. Action against the Obligors in the event of default on the Loans.

Actions in the event of late payment.

The Loan Manager shall use the same efforts and the same procedure for claiming overdue amounts on the Loans applied to the rest of its portfolio loans.

In the event of default by the Obligor of the payment obligations, the Loan Manager shall do the things described in the Management Agreement, taking for that purpose such actions as it would ordinarily take if they were its own 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 things to be done, without prejudice to its right to be reimbursed by the Fund. Those things shall include all such court and out-of-court actions as the Loan Manager may deem necessary to claim and collect the amounts due by the Obligors.

In this regard, the Fund may hold other amounts, real estate, assets, securities or rights received to pay for Receivable principal, interest or expenses, under a decision in any court or out-of-court proceedings instituted for collecting the Receivables. In accordance with article 16.3 of Act 5/2015, ownership and security interests, if any, in and to real properties belonging to the Fund may be entered in the Land Registry. Similarly, the ownership and other security interests in and to any other assets, if any, belonging to the Fund may be entered in the relevant registers.

Legal or other actions.

The Loan Manager shall, under the Management Agreement or using the power referred to in the following paragraph, take all relevant actions against Obligors failing to meet their Loan payment obligations. Such an action shall be brought using the appropriate court enforcement procedures, which may be enforcement or, as the case may be, by means of the appropriate declaratory proceedings.

For the above purposes and in relation to Loans originated by means of an agreement certified by a commissioner for oaths, and for the purposes of the provisions of articles 581.2 and 686.2 of the Civil Procedure Act and if this should be necessary, the Management Company shall grant in the Deed of Constitution as full and extensive a power of attorney as may be required at Law to the Loan Manager in order that it may, acting through any of its attorneys-in-fact duly empowered for such purpose, as instructed by the Management Company, for and on behalf of the latter, or in its own name albeit on behalf of the Management Company, as the authorised representative of the Fund, demand any Loan Obligor in or out of court to pay the debt and take legal action against the same, in addition to other authorities required to discharge their duties as Loan Manager. These authorities may be extended or amended in other deeds where appropriate.

The Loan Manager shall as a general rule commence the relevant legal proceedings if, for a period of seven (7) months, a Loan Obligor in default of payment obligations should fail to resume payments or the Loan Manager, and the latter with the Management Company's consent, should fail to obtain a payment undertaking satisfactory to the Fund's interests. In order for actions for payment to be swifter, the Management Company may generally confer powers on the Loan Manager, on such terms and subject to such limits as shall be deemed fit.

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

6. Set-off.

In the exceptional event that, despite the representation given in section 2.2.8 of this Building Block, any Loan Obligor should have a receivable that is liquid, due and payable due from the Loan Manager, and, because the assignment is made without the Obligor being aware, any Loan should be fully or

partially set-off against that receivable, the Loan Manager shall proceed to pay to the Fund the amount set off plus accrued interest which would have been payable to the Fund until the date on which payment is made, calculated on the terms applicable to the relevant Loan.

7. Subcontracting.

The Loan Manager may subcontract any of the services it may agree to provide as the Management Company's attorney under the Management Agreement and after being authorised thereby. 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 ratings assigned to the Bonds by the Rating Agencies being downgraded. Notwithstanding any subcontracting or subdelegation by the Loan Manager: (i) the Management Company shall not be excused or released under that subcontract or subdelegation from any of the liabilities taken on under article 26.1 b) of Act 5/2015, and (ii) the Management Company shall not be excused or released under that subcontract or subdelegation from its obligation to indemnify the Fund or its Management Company for any damage, loss or expense incurred by the latter as a result of the Loan Manager's breach of its Loan custody, servicing, management and information obligations, laid down in the Management Agreement.

8. Obligor's death or total and permanent disability insurance.

Some Loans originated by BBVA may have death and total and permanent disability insurance contracts attached thereto purchased by the Obligor under a document other than the Loan proper and the premiums for which shall be regularly paid by the Obligor.

BBVA shall not take or fail to take any action resulting in cancellation of any death or total and permanent disability insurance policy of the Obligors or reducing the amount payable in any claim thereunder. BBVA shall use all reasonable efforts and in any event use the rights conferred under the insurance policies in order to keep those policies in full force and effect in relation to each Obligor.

Whenever BBVA receives notice of non-payment of policy premiums by any Obligor, it shall demand the Obligor to pay the same and indeed take out death or total and permanent disability insurance on the Obligor's behalf, if it is authorised to do so under the Loan Agreement, advancing payment of the premiums, without prejudice to being reimbursed by the Obligor for amounts so paid.

BBVA shall, as the case may be, coordinate actions for collecting compensations derived from the death or total and permanent disability insurance policies on the terms and conditions of the actual policies, paying the amounts received to the Fund.

9. Award of properties.

The Fund's assets may include any amounts, real or chattel properties, securities or interests received to pay Receivable Loan principal, interest or expenses, both in the amount decided in a court decision resulting from court proceedings initiated upon the failure to pay the Receivables, and originating in the sale or operation of the properties or securities awarded or given in lieu of foreclosure or, as a result of any of the aforementioned proceedings, under administration for payment in an award procedure.

If real or chattel properties should be awarded, given in lieu of foreclosure or recovered for the benefit of the Fund, the Management Company shall, through the Loan Manager, proceed to take possession of any such properties, as the case may be enter them in registers, and market and sell the same within the shortest possible space of time, at arm's length, and the Loan Manager shall take an active role in order to expedite their disposal. Based on the foregoing, the Loan Manager's duties shall include managing, administering, marketing and selling the properties owned by the Fund as if they belong to the Loan Manager, safeguarding at all times the Fund's interests, and the Loan Manager shall in so doing apply the same management policies and allocate the same physical, human and organisational resources it applies to administer and hold its own similarly characterised properties, although the Loan Manager shall at no time warrant the outcome of the sales of any such properties.

3.7.2.2 Term and substitution.

The services shall be provided by the Loan Manager until all the Loans serviced thereby are repaid and sale of the assets belonging to the Fund received under the Loans concludes, notwithstanding any potential early revocation in terms of the Management Agreement.

In the event of breach by the Loan Manager of the obligations imposed on the Loan Manager under the Management Agreement, or in the event of downgrade or loss of the Loan Manager's credit rating or its financial circumstances changing to an extent that may be detrimental to or place the financial structure of the Fund or Bondholders' rights and interests at risk, the Management Company shall proceed, in addition to demanding the Loan Manager to fulfil the obligations laid down in the Management Agreement, where this is legally possible, inter alia and after notifying the Rating Agencies, to do one of the following in order for the ratings assigned to the Bonds by the Rating Agencies not to be adversely affected: (i) demand the Loan Manager to subcontract or subdelegate to another institution the performance of all or part of the obligations and undertakings made in the Management Agreement; (ii) have another institution with a sufficient credit rating and quality secure all or part of the Loan Manager's obligations; (iii) post cash or securities collateral to the Fund in an amount sufficient to secure all or part of the Loan Manager's obligations, and (iv) terminate the Management Agreement, in which case the Management Company shall previously designate a new Loan Manager having a sufficient credit quality and accepting the obligations contained in the Management Agreement or, as the case may be, in a new servicing agreement. In the event of insolvency of the Loan Manager, only (iv) above shall be valid. Any additional expense or cost derived from the aforesaid actions shall be covered by the Loan Manager and at no event by the Fund or the Management Company.

If in any of the events described in the preceding paragraph the Management Agreement has to be terminated and a back-up loan manager has to be nominated, the Management Company (in this regard, the "**Back-Up Loan Manager Facilitator**") shall use its best efforts to nominate a back-up loan manager (the "**Back-up Loan Manager**") within not more than sixty (60) days from the date on which the decision to find a back-up manager for the Loans is notified.

In regard to the appointment of a back-up Loan Manager, the Parties shall agree as follows:

a) Loan Manager Commitments.

The Loan Manager shall agree as follows with the Management Company:

- To provide the Management Company with all documentary and computerised Loan information enabling the Back-up Loan Manager to manage and service the Mortgage Loans, with such content and structure and on such media as the Management Company shall determine.
- To make available upon the Management Company's request a record of the personal data of Obligors necessary to issue collection orders to Obligors or to have served on Obligors the notice referred to below (hereinafter "**Personal Data Record**" or "**PDR**"), the communication and use of which data shall be limited and in any event subject to compliance with the Data Protection Act or law replacing, amending or implementing the same.
- Upon the Management Company's request, to deposit the PDR before a Notary in order that it may be searched or used in due course by the Management Company in case of need in connection with the Loan servicing functions.
- In the event of the Loan Manager actually being substituted, to assist the Management Company and the Back-up Loan Manager using all reasonable efforts in the substitution process and, as the case may be, notify Obligors.
- To do such things and execute such contracts as shall require the Loan Manager's involvement in order for functions to be effectively transferred to the new Substitute Loan Manager.
- The Loan Manager shall bear all and any own and other third-party legal, advisory or other service costs and expenses incurred by the Management Company in discharging its duties as Back-Up Loan Manager Facilitator.

b) The Management Company's commitments as Back-Up Loan Manager Facilitator.

The Management Company agrees to use its best efforts in order to find a Back-up Loan Manager. The Management Company agrees to keep a record of all actions taken to find the Back-up Loan Manager, and the corresponding date, which shall include, but not be limited to, the following documents: analysis of potential back-up loan managers, communications and discussions with the same, justification of decisions as to potential back-up loan managers, legal opinions, communications with the Loan Manager, the CNMV, the Rating Agencies and, as the case may be, the Loan Manager's receiver.

Furthermore, in the event of insolvency, liquidation or substitution of the Loan Manager or if the Loan Manager is involved in a termination process as provided for in Act 11/2015 or because the Management Company deems this reasonably justified, the Management Company may demand the Loan Manager to notify Obligors of the transfer to the Fund of the Loan receivables then outstanding, and that payments thereunder will only be effective as a discharge if made into the Treasury Account opened in the name of the Fund. However, both in the event of the Loan Manager failing to notify Obligors within five (5) Business Days of receiving the request and in the event of insolvency or liquidation of the Loan Manager, the Management Company itself shall notify Obligors directly or, as the case may be, through a new Loan Manager it shall have designated.

Similarly, and in the same events, the Management Company may request the Loan Manager to do such things and satisfy such formalities as may be necessary, including third-party notices and entries in the relevant accounting records, in order to guarantee maximum efficiency of the assignment of the Loan receivables.

Upon early termination of the Management Agreement, the outgoing Loan Manager shall provide the new Loan Manager, on demand by the Management Company and as determined thereby, with the necessary documents and data files it may have in order for the new Loan Manager to carry on the relevant activities.

The Management Agreement shall be fully terminated in the event that DBRS or Moody's should not confirm the provisional ratings assigned to the Bonds as final ratings by 2pm (CET) on March 28, 2017.

3.7.2.3 Liability of the Loan Manager and indemnity.

Pursuant to article 26.1.b) of Act 5/2015, the Management Company shall be responsible for servicing and managing the Receivables pooled in the Fund. The Management Company shall therefore not be released or exonerated from any such liability by subcontracting or entrusting that duty to the Loan Manager, on the terms described in this article 3.7.2 and in article 3.7.1.4 of the Building Block.

The Loan Manager shall agree to indemnify the Fund or its Management Company for any damage, loss or expense resulting for the same on account of any breach by the Loan Manager of its Loan custody, servicing and reporting duties, established under the Management Agreement or in the event of breach as provided for in paragraph 3 of section 2.2.9 of this Building Block. In addition, the Loan Manager waives the bringing of any action holding the Fund liable.

The Management Company may take action against the Loan Manager where the breach of the obligation to pay any and all principal repayment and interest and other Loan amounts paid by the Obligors owing to the Fund does not result from default by the Obligors and is attributable to the Loan Manager.

Upon the Loans terminating, the Fund shall, through its Management Company, retain a right of action against the Loan Manager until fulfilment of its obligations.

Neither Bondholders nor any other creditor of the Fund shall have any direct right of action whatsoever against the Loan Manager; that action shall lie with the Management Company on the terms described in this section. Notwithstanding the foregoing, under article 26.1 b) and 2 of Act 5/2015, the Management Company shall be liable to Bondholders and other creditors of the Fund for all and any losses caused to them by a breach of its obligation to service and manage the Receivables pooled in the Fund.

3.7.2.4 Loan Manager's remuneration.

In consideration of the services provided for in the Management Agreement, the Loan Manager shall be entitled to receive a fee in arrears on each Payment Date during the term of the Management Agreement, which shall accrue on the exact number of days elapsed in each Determination Period preceding the Payment Date and on the Outstanding Balance of the Loans serviced and, as the case may be, the value of the properties on the preceding Payment Date.

If BBVA should be replaced in that Loan management task, the Management Company will be entitled to change the fee for the new Loan Manager, which may be in excess of that agreed with BBVA. The management fee will be paid provided that the Fund has sufficient liquidity on the relevant Payment Date in the Priority of Payments or, upon liquidation of the fund, in the Liquidation Priority of Payments. If the Fund should, through its Management Company, due to a liquidity shortfall in the Priority of Payments, fail to pay on a Payment Date the full fee due to the Loan Manager, overdue amounts shall build up without any penalty whatsoever on the fee payable on the following Payment Dates, until fully paid, as the case may be.

Furthermore, on each Payment Date, the Loan Manager shall be entitled to reimbursement of all Loan servicing and management expenses of an exceptional nature incurred, such as in connection with legal and/or recovery actions, including procedural expenses and costs, or managing, holding, appraising and overseeing the sale of assets awarded to the Fund, if any, after first justifying the same. Those expenses will be paid whenever the Fund has sufficient liquidity and in the Priority of Payments or, upon liquidation of the Fund, in the Liquidation Priority of Payments.

3.8 Name, address and brief description of any swap, credit, liquidity or account counterparties.

BBVA is the Fund's counterparty under the transactions listed below. The details relating to BBVA and its activities are respectively given in section 5.2 of the Securities Note and in section 3.5 of this Building Block.

- (i) Subordinated Loan:
Subordinated Loan Agreement
Description in section 3.4.3.1 of this Building Block.
- (ii) Start-Up Loan:
Start-Up Loan Agreement
Description in section 3.4.3.2 of this Building Block.
- (i) Treasury Account:
Account (Treasury Account) Agreement
Description in section 3.4.4.1 of this Building Block.
- (ii) Principal Account:
Account (Principal Account) Agreement
Description in section 3.4.4.2 of this Building Block.
- (iii) Financial Intermediation:
Financial Intermediation Agreement
Description in section 3.4.6.4 of this Building Block.

4. POST-ISSUANCE REPORTING

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

As part of its Fund management and administration duty, the Management Company agrees to submit as promptly as possible or by the deadlines given, the information described hereinafter and such additional information as may be reasonably required of it.

4.1.1 Ordinary information.

The Management Company agrees to give the notices detailed below, observing the recurrence provided in each case.

a) Notices to Bondholders referred to each Payment Date.

Quarterly, at least one (1) Business Day in advance of each Payment Date, it shall proceed to notify Bondholders of the following information:

- i) Interest amounts resulting from the Bonds in each Series, along with their amortisation.
- ii) Furthermore, and if appropriate, interest and amortisation amounts accrued by the Bonds and not settled due to a shortfall of Available Funds, in accordance with the rules of the Priority of Payments.
- iii) The Outstanding Principal Balances of the Bonds in each Series, after the amortisation to be settled on each Payment Date, and the ratios of such Outstanding Principal Balances to the initial face amount of the Bonds.
- iv) Obligors' Receivable principal prepayment rate during the three calendar months preceding the Payment Date.
- v) The average residual life of the Bonds in each Series estimated assuming that Receivable principal prepayment rates shall be maintained.

The foregoing notices shall be made in accordance with the provisions of section 4.1.3 below and will also be served on the Paying Agent and Iberclear at least three (3) Business Days in advance of each Payment Date for i) and ii) above and at least two (2) Business Days in advance of each Payment Date for iii), iv) and v) above.

b) Information referred to each Payment Date:

In relation to the Receivables at the Determination Date preceding the Payment Date:

1. Outstanding Balance.
2. During the Revolving Period, the acquisition amount of Additional Receivables.
3. Interest and principal amount of instalments in arrears.
4. Interest rate.
5. Receivable maturity dates.
6. Outstanding Balance of Doubtful Receivables and cumulative amount of Doubtful Receivables from the date on which the Fund is established.

In relation to the economic and financial position of the Fund:

Report on the source and subsequent application of the Available Funds and the Principal Available Funds in accordance with the Priority of Payments of the Fund.

The above information shall be posted at the Management Company's website.

In relation to new assignments of Additional Receivables:

Sending to the CNMV each notarised assignment certificate for Additional Receivables.

c) The annual report:

The annual report referred to in article 35.1 of Act 5/2015 containing, inter alia, the annual accounts (balance sheet, profit & loss account, cash flow and recognised income and expense statements, annual report and management report) and audit report, shall be submitted to the CNMV within four (4) months of the close of each financial year.

d) The quarterly reports:

The quarterly reports referred to in article 35.3 of Act 5/2015 shall be submitted to the CNMV to be filed in the relevant register within two (2) months of the end of each calendar quarter.

4.1.2 Extraordinary notices.

Pursuant to article 36 of Act 5/2015, the Management Company shall forthwith notify any particularly material event affecting the status or development of the Fund to the CNMV and its creditors. Particularly material events for the Fund shall be deemed to be those likely to materially affect the Bonds issued or the Receivables.

In particular, a material event shall be considered to be any material change in the Deed of Constitution, as the case may be, and of the agreements or the entering into additional agreements, termination of the establishment of the Fund or a decision in due course to proceed to Early Liquidation of the Fund and Early Amortisation of the Bond Issue in any of the events provided in this Prospectus. In the latter event, the Management Company shall also send to the CNMV the notarial certificate of termination of the Fund and the liquidation procedure followed will be as referred to in section 4.4.4 of the Registration Document.

The amendment of the Deed of Constitution shall be notified by the Management Company to the Rating Agencies and be disclosed by the Management Company through the Fund's periodic public information and be posted at the Management Company's website. Where required, a supplement to the Prospectus shall be prepared and disclosed as material information in accordance with the provisions of article 228 of the Securities Market Act.

4.1.3 Procedure to notify Bondholders.

Notices to Bondholders to be made by the Management Company in accordance with the above, in regard to the Fund, shall be given as follows:

1. Ordinary notices.

Ordinary notices shall be given by publication in the daily bulletin of AIAF Mercado de Renta Fija or any other replacement or similarly characterised bulletin, or by publication in an extensively circulated business and financial or general newspaper in Spain. The Management Company may additionally disseminate that information or other information of interest to Bondholders through dissemination channels and systems typical of financial markets, such as Reuters, Bloomberg or any other similarly characterised means.

2. Extraordinary notices.

Unless otherwise provided in the Deed of Constitution and in the Prospectus, extraordinary notices shall be given by publication in the daily bulletin of AIAF Mercado de Renta Fija or any other replacement or similarly characterised bulletin, or 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 Day or non-business day (as established in this Prospectus) being valid for such notices.

3. Notices and other information.

The Management Company may provide Bondholders with ordinary and extraordinary notices and other information of interest to them through its own Internet pages or other similarly characterised teletransmission means.

4.1.4 Information to the CNMV.

The information on the Fund shall be submitted to the CNMV using the forms currently contained in CNMV Circular 2/2016, and so will such other information as the CNMV may require of it or by the laws in force from time to time, irrespective of the above.

4.1.5 Information to the Rating Agencies.

The Management Company shall provide the Rating Agencies with periodic information as to the position of the Fund and the performance of the Receivables in order that they may monitor the Bond ratings and extraordinary notices. The Management Company shall also use its best efforts to provide that information when it is reasonably required to do so and, in any event, whenever there is a significant change in the conditions of the Fund, in the agreements entered into by the Fund through its Management Company or in the interested parties.

Mario Masiá Vicente, as General Manager for and on behalf of EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, signs this Prospectus at Madrid, on March 22, 2017.

GLOSSARY OF DEFINITIONS

“Account (Principal Account) Agreement” shall mean the account (Principal Account) agreement entered into by the Management Company, for and on behalf of the Fund, and BBVA.

“Account (Treasury Account) Agreement” shall mean the account (Treasury Account) agreement entered into by the Management Company, for and on behalf of the Fund, and BBVA.

“Acquisition Amount” shall mean the maximum amount allocated by the Management Company, for and on behalf of the Fund, out of the Principal Available Funds on each Payment Date in the Revolving Period, to the acquisition of Additional Receivables. The Acquisition Amount shall amount to the difference between:

- (i) the Maximum Receivable Amount, and
- (ii) the Outstanding Balance of the Receivables at the Determination Date preceding the relevant Payment Date.

“Act 11/2015” shall mean Credit Institution Restructuring and Termination and Investment Services Firms Act 11/2015, June 18.

“Act 16/2011” shall mean Consumer Credit Contracts Act 16/2011, June 24.

“Act 28/1998” shall mean Chattels Hire Purchase Act 28/1998, July 13, as currently worded.

“Additional Receivables” shall mean the Receivables acquired by the Fund during the Revolving Period.

“AIAF” shall mean AIAF Mercado de Renta Fija.

“Available Funds” shall mean, in relation to the Priority of Payments and on each Payment Date, the amounts to be allocated to meeting the Fund's payment or withholding obligations, which shall have been credited to the Treasury Account, as established in section 3.4.6.2.1 of the Building Block.

“Back-Up Loan Manager Facilitator” shall mean the Management Company, if the Management Agreement has to be terminated and a new Back-Up Loan Manager has to be nominated.

“Bankruptcy Act” shall mean Bankruptcy Act 22/2003, July 9, as currently worded.

“BBVA” shall mean BANCO BILBAO VIZCAYA ARGENTARIA S.A.

“Bond Issue Management and Subscription Agreement” shall mean the Bond Issue management and subscription agreement entered into between the Management Company, for and on behalf of the Fund, and BBVA as Lead Manager and Subscriber of the Bond Issue.

“Bond Issue” shall mean the issue of asset-backed bonds issued by the Fund amounting to EUR one billion three hundred and seventy-five million (1,375,000,000.00), consisting of thirteen thousand seven hundred and fifty (13,750) Bonds pooled in two Series (Series A and Series B).

“Bond Paying Agent Agreement” shall mean the Bond paying agent agreement entered into by the Management Company, for and on behalf of the Fund, and BBVA, as Paying Agent.

“Bonds” or **“Asset-Backed Bonds”** shall mean Series A Bonds and Series B Bonds issued by the Fund.

“Business Day” shall mean any day other than a public holiday in the city of Madrid or non-business day in the TARGET 2 calendar (or future replacement calendar).

“Cash Reserve” shall mean the Initial Cash Reserve set up on the Closing Date and subsequently provisioned up to the Required Cash Reserve amount.

“**CET**” shall mean “Central European Time”.

“**Circular 2/2016**” shall mean Circular 2/2016, April 20, of the National Securities Market Commission, on securitisation fund accounting rules, annual accounts, public financial statements and non-public statistical information statements.

“**Closing Date**” shall mean March 29, 2017, the date on which the Bond subscription cash amount shall be paid up.

“**CNMV**” shall mean National Securities Market Commission (*Comisión Nacional del Mercado de Valores*).

“**Collection Dates**” shall mean the dates on which the Loan Manager pays into the Treasury Account the Receivable amounts previously received, i.e. the second day after the date on which the Loan Manager received those amounts or, if that is not a business day, the following business day.

“**Companies Act**” shall mean the consolidation of the Companies Act approved by Legislative Royal Decree 1/2010, July 2.

“**CPR**” shall mean the effective constant annual early amortisation or prepayment rate at which average lives and durations of the Bonds are estimated in this Prospectus.

“**Data Protection Act**” shall mean Organic Personal Data Protection Act 15/1999, December 13.

“**DBRS Rating**” shall mean the public rating (Issuer Rating) assigned by DBRS, or, where there is no such rating, the private ratings or the internal assessments made by DBRS.

“**DBRS' Minimum Rating**” shall mean the higher of: where the institution has a long-term critical obligation rating (COR) by DBRS, one notch below that COR; and the DBRS Rating.

“**DBRS**” shall mean DBRS Ratings Limited.

“**Deed of Constitution**” shall mean the public deed recording the establishment of the Fund and the issue by the Fund of the Asset-Backed Bonds.

“**Delegated Regulation 625/2014**” shall mean Commission Delegated Regulation (EU) no. 625/2014, March 13, 2014, supplementing Regulation (EU) 575/2013 by way of regulatory technical standards specifying the requirements for investor, sponsor, original lenders and originator institutions relating to exposures to transferred credit risk.

“**Delinquent Receivables**” shall mean Receivables that are delinquent with a period of arrears in excess of three (3) months in payment of overdue amounts, excluding Doubtful Receivables.

“**Deloitte**” shall mean Deloitte, S.L.

“**Determination Dates**” shall mean the dates falling on the tenth (10th) Business Day preceding each Payment Date. The first Determination Date shall be June 7, 2017.

“**Determination Period**” shall mean the exact number of days elapsed between every two consecutive Determination Dates, each Determination Period excluding the beginning Determination Date but including the ending Determination Date. Exceptionally, (i) the duration of the first Determination Period shall be equal to the days elapsed between the date of establishment of the Fund, inclusive, and the first Determination Date, June 7, 2017, inclusive, and (ii) the duration of the last Determination Period shall be equal to the days elapsed a) until the Final Maturity Date or the date on which liquidation of the Fund concludes, as provided for in section 4.4.4.3 of the Registration Document, b) from the Determination Date immediately preceding the Payment Date preceding the date referred to in a), not including the first date b) but including the last date a).

“Distribution of Principal Available Funds” shall mean the rules for applying the Principal Available Funds on each Payment Date established in sections 4.9.3.1.5 of the Securities Note and 3.4.6.2.2.2 of the Building Block.

“Doubtful Receivables” shall mean Receivables that at a date are delinquent with a period of arrears equal to or greater than eighteen (18) months in payment of overdue amounts or classified as such by the Management Company because there are reasonable doubts as to their full repayment based on indications or information obtained by the Loan Manager.

“Early Amortisation” shall mean Bond amortisation on a date preceding the Final Maturity Date in the Early Liquidation Events of the Fund in accordance with and subject to the requirements established in section 4.4.3 of the Registration Document.

“Early Liquidation Events” shall mean the events contained in section 4.4.3 of the Registration Document in which the Management Company, following notice duly served on the CNMV, is entitled to proceed to early liquidation of the Fund on a Payment Date.

“Early Liquidation of the Fund” shall mean liquidation of the Fund and thereby early amortisation of the Bond Issue on a date preceding the Final Maturity Date, in the events and subject to the procedure established in section 4.4.3 of the Registration Document.

“EDW” shall mean European DataWarehouse.

“Eligibility Requirements” shall mean the requirements (Individual Requirements and Global Requirements) to be satisfied by the Additional Receivables to be assigned to and included in the Fund on the relevant assignment date.

“EUROPEA DE TITULIZACIÓN”, shall mean EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN.

“Failed Receivables” shall mean Receivables, whether or not overdue, the recovery of which is considered unlikely after an individualised analysis and Doubtful Receivables considered as such for a period in excess of thirty (30) months. Failed Loans shall have previously been classified as Doubtful Loans and will be written off the Fund’s assets.

“Final Maturity Date” shall mean the final Bond amortisation date, i.e. September 21, 2033 or the following Business Day if that is not a Business Day.

“Financial Intermediation Agreement” shall mean the financial intermediation agreement entered into between the Management Company, for and on behalf of the Fund, and BBVA.

“Financial Intermediation Margin” shall mean, with respect to the Financial Intermediation Agreement, the variable subordinated remuneration which shall accrue upon expiry of every quarterly accrual period, which shall comprise, except for the first period, the three calendar months preceding each Payment Date, in an amount equal to the positive difference, if any, between the income and expenditure accrued by the Fund, including losses, if any, brought forward from previous years, with reference to its accounts and before the close of the calendar month next preceding every Payment Date.

“Fund” shall mean BBVA CONSUMO 9 FONDO DE TITULIZACIÓN.

“GARRIGUES” shall mean J&A Garrigues, S.L.P.

“Global Requirements” shall mean the requirements the Additional Receivables to be acquired by the Fund must altogether satisfy in order to be assigned to and included in the Fund on the relevant assignment date.

“Iberclear” shall mean Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. Unipersonal.

“Individual Requirements” shall mean the individual requirements each of the Additional Receivables shall satisfy to be assigned to and included in the Fund on the relevant assignment date.

“Initial Cash Reserve” shall mean the Cash Reserve set up on the Closing Date by drawing down the Subordinated Loan amount totalling EUR sixty-one million eight hundred and seventy-five thousand (61,875,000.00).

“Initial Receivables” shall mean the Receivables acquired by the Fund upon being established.

“Interest Accrual Period” shall mean the exact number of days elapsed between every two consecutive Payment Dates, including the beginning Payment Date, but not including the ending Payment Date. The first Interest Accrual Period shall begin on the Closing Date, inclusive, and end on the first Payment Date, exclusive. The duration of the last Interest Accrual Period shall be equivalent to the exact number of days elapsed between the last Payment Date prior to liquidation of the Fund, inclusive, and the liquidation date, exclusive.

“IRR” shall mean internal rate of return as defined in section 4.10.1 of the Securities Note.

“Lead Manager” shall mean BBVA.

“Liquidation Available Funds” shall mean, in relation to the Liquidation Priority of Payments, on the Final Maturity Date or upon Early Liquidation, the amounts to be allocated to meeting the Fund’s payment or withholding obligations, as follows: (i) the Available Funds, (ii) the amounts obtained by the Fund from time to time upon disposing of the Receivables and of the assets remaining and, as the case may be, (iii) the amount drawn under loan arranged and exclusively used for final amortisation of the Bonds, in accordance with the provisions of section 4.4.3 (iii) of the Registration Document.

“Liquidation Priority of Payments” shall mean the order of priority of the Fund’s payment or withholding obligations for applying the Liquidation Available Funds on the Final Maturity Date or upon Early Liquidation of the Fund.

“Loan Manager” shall mean BBVA (or any replacement institution as Loan Manager), in its capacity as Loan manager in accordance with the Management Agreement. This shall be without prejudice to the Management Company’s responsibility under article 26.1 b) of Act 5/2015.

“Loans” shall mean the loans owned by BBVA granted to individuals resident in Spain for financing consumer activities (such consumer activities to be broadly construed, and including, but not limited to, financing of obligor expenses, purchase of goods, including motor cars or services), from which the Receivables shall be derived.

“Management Agreement” shall mean the Loan custody, servicing and management agreement entered into between the Management Company, and BBVA, as Loan Manager.

“Management Company” shall mean EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN.

“Maximum Receivable Amount” shall mean the maximum amount of the Outstanding Balance of the Receivables pooled in the Fund, which shall be EUR one billion three hundred and seventy-five million (1,375,000,000.00).

“Moody’s” shall mean Moody’s Investors Service España, S.A..

“Nominal Interest Rate” shall mean the fixed nominal interest rate payable quarterly, applicable to each Bond Series, i.e. 0.70% for Series A Bonds and 1.00% for Series B Bonds.

“Non-Delinquent Receivables” shall mean Receivables that are not deemed to be either Delinquent Receivables or Doubtful Receivables.

“Non-Doubtful Receivables” shall mean Receivables that are not deemed to be Doubtful Receivables at a date.

“Obligors” shall mean the Loan borrowers and, as the case may be, third-party Loan guarantors.

“Offer Dates” shall mean the dates falling on the fourth (4th) Business Day preceding each Payment Date in the Revolving Period on which Additional Receivables should be acquired.

“Offer Request Dates” shall mean the dates falling on the sixth (6th) Business Day preceding each Payment Date in the Revolving Period on which Additional Receivables should be acquired.

“Originator” shall mean BBVA, originator of the Receivables.

“Outstanding Balance of the Receivables” shall mean the sum of outstanding capital or principal and overdue capital or principal not paid into the Fund for each and every one of the Receivables, not including the Failed Receivables.

“Outstanding Principal Balance of the Bond Issue” shall mean the sum of the outstanding principal to be repaid (outstanding balance) at a date of the two Series A and B making up the Bond Issue.

“Outstanding Principal Balance of the Series” shall mean the sum of the outstanding principal to be repaid (outstanding balance) at a date on all the Bonds making up the Series.

“Paying Agent” shall mean the firm servicing the Bonds. The Paying Agent shall be BBVA (or any other institution taking its stead as Paying Agent).

“Payment Date” shall mean March 21, June 21, September 21 and December 21 in each year or the following Business Day if any of those is not a Business Day. The first Payment Date shall be June 21, 2017.

“Principal Account” shall mean shall mean the financial account opened in the name of the Fund at BBVA under the Account (Principal Account) Agreement into which the Management Company shall, for and on behalf of the Fund, pay the amounts of the Principal Available Funds not applied to acquiring Additional Receivables during the Revolving Period.

“Principal Available Funds” shall mean the available amount on each Payment Date to be allocated to the acquisition of Additional Receivables during the Revolving Period and, upon that period ending, to amortisation of the Bonds, which shall be the sum of a) the Principal Withholding amount actually applied in fourth (4th) place of the Available Funds on the relevant Payment Date, and b) until the Payment Date next succeeding the end of the Revolving Period, inclusive, the Principal Account balance on the preceding Determination Date.

“Principal Withholding” shall mean, on a Payment Date, the positive difference if any on the Determination Date preceding the relevant Payment Date between (i) the Outstanding Principal Balance of the Bond Issue, and (ii) the sum of a) the Outstanding Balance of Non-Doubtful Receivables and b) the Principal Account balance.

“Priority of Payments” shall mean the priority for applying the Fund’s payment or withholding obligations both for applying the Available Funds and for distribution of Principal Available Funds from the first Payment Date until the last Payment Date other than the Final Maturity Date or upon Early Liquidation of the Fund, exclusive.

“Prospectus” shall mean this document registered in the CNMV, as provided for in Regulation 809/2004 and other applicable laws.

“Rating Agencies” shall mean DBRS, Moody’s and Scope.

“Receivables” shall mean the receivables assigned by BBVA to the Fund under loans it owns and shown, before assignment, on its assets granted to individuals resident in Spain for financing consumer activities (such consumer activities to be broadly construed, and including, but not limited to, financing of obligor expenses, purchase of goods, including motor cars or services).

“Regulation 575/2013” shall mean Regulation (EU) No. 575/2013 of the European Parliament and of the Council, June 26, on prudential requirements for credit institutions and investment firms and amending Regulation (EU) no. 648/2012.

“Regulation 809/2004” shall mean Commission Regulation (EC) No. 809/2004, April 29, 2004 implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements, as currently worded.

“Required Cash Reserve” shall mean, on each Payment Date, the lower of: (i) EUR sixty-one million eight hundred and seventy-five thousand (61,875,000.00) and (ii) the higher of a) 9.00% of the Outstanding Principal Balance of the Bond Issue and b) EUR thirty million nine hundred and thirty-seven thousand five hundred (30,937,500.00). Notwithstanding the above, the Required Cash Reserve shall not be reduced on the relevant Payment Date and shall remain at the Required Cash Reserve amount on the preceding Payment Date whenever any of the circumstances provided for in section 3.4.2.2.2 of the Building Block concur on the Payment Date.

“Revolving Period” shall mean each Payment Date in the period comprised between the first Payment Date, June 21, 2017, and the Payment Date falling on September 21, 2018, both inclusive, or on a previous Payment Date in the event of early termination of the Revolving Period, on which the Management Company shall, for and on behalf of the Fund, make quarterly acquisitions of Additional Receivables, for the purpose of replacing the decrease in the Outstanding Balance of the Receivables up to the Maximum Receivable Amount.

“Royal Decree 1310/2005” shall mean Royal Decree 1310/2005, November 4, partly implementing Securities Market Act 24/1988, July 28, in regard to admission to trading of securities in official secondary markets, public offerings for sale or subscription and the prospectus required for that purpose.

“Scope Rating” shall mean the long-term public rating assigned by Scope or, where there is no such rating, the private ratings or the internal assessments made by Scope.

“Scope” shall mean Scope Ratings AG.

“Securities Market Act” shall mean the consolidation of the Securities Market Act approved by Legislative Royal Decree 4/2015, October 23.

“Series A Bonds” shall mean Series A Bonds, with ISIN ES0305252001, issued by the Fund having a total face amount of EUR one billion two hundred and fifty-one million two hundred thousand (1,251,200,000.00) comprising twelve thousand five hundred and twelve (12,512) Bonds having a unit face value of EUR one hundred thousand (100,000).

“Series A” shall mean Series A Bonds issued by the Fund.

“Series B Bonds” shall mean Series B Bonds, with ISIN ES0305252019, issued by the Fund having a total face amount of EUR one hundred and twenty-three million eight hundred thousand (123,800,000.00) comprising one thousand two hundred and thirty-eight (1,238) Bonds having a unit face value of EUR one hundred thousand (100,000).

“Series B” shall mean Series B Bonds issued by the Fund.

“Start-Up Loan Agreement” shall mean the commercial subordinated loan agreement entered into by the Management Company, for and on behalf of the Fund, and BBVA, totalling EUR five million six hundred and fifty thousand (5,650,000.00).

“Subordinated Loan Agreement” shall mean the commercial subordinated loan agreement entered into by the Management Company, for and on behalf of the Fund, and BBVA, totalling EUR sixty-one million eight hundred and seventy-five thousand (61,875,000.00).

“Subscriber” shall mean BBVA.

“Treasury Account” shall mean the financial account in Euros opened at BBVA in the Fund's name, in accordance with the provisions of the Account (Treasury Account) Agreement, through which the Fund will make and receive all payments.