

**FINAL TERMS**  
**NOTAS ESTRUCTURADAS 63**

26 March 2010

**BBVA Senior Finance, S.A. Unipersonal**

**Issue of EUR 2,100,000 Fixed Rate Instalment Notes with an Index Linked Redemption due 2013**

**Guaranteed by Banco Bilbao Vizcaya Argentaria, S.A.**

**under the €2,000,000,000**

**Structured Medium Term Note Programme**

Mr. Juan Isusi Garteiz Gogearcoa, acting on behalf of BBVA Senior Finance, S.A. Unipersonal, (hereinafter 'BSF') with registered office at Gran Vía 1, Bilbao (Spain) in his capacity as Director of BSF and according to the resolution of the General Shareholders and Board of Directors meeting of 26 May 2009 (the 'Resolution'), under the terms and conditions of the €2,000,000,000 Structured Medium Term Note Programme Base Prospectus (the 'Base Prospectus') registered and approved by the Comisión Nacional del Mercado de Valores ('CNMV') on 2 June 2009, hereby agrees to fix the following terms and conditions of issuance of the "Notas Estructuradas 63" (the "Notes").

In relation to the guarantee granted by Banco Bilbao Vizcaya Argentaria, S.A. ("BBVA") to the Notes, Mr. Pedro María Urresti Laca, acting on behalf of BBVA according to the resolution of the Board of Directors of BBVA dated 27 April 2009, with the signature of this document hereby accepts BBVA's responsibility as guarantor of the Notes for the information contained in this document.

It is agreed to appoint Mr. Pedro Gómez García-Verdugo, of legal age, resident in Madrid, with Spanish identity card 35569748H, as Provisional Representative ("Comisario") of the Syndicate of Noteholders of the Notes. Mr. Gómez, acts on his own and accepts his appointment by his signature being attached to this document.

## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 2<sup>nd</sup> June 2009 which constitute a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus is available for viewing both at the office of the Issuer at Gran Vía, 1, Bilbao, Spain and Paseo de la Castellana, 81, 28046, Madrid, Spain, and at the official web pages of BBVA ([www.bbva.es](http://www.bbva.es)) and CNMV ([www.cnmv.es](http://www.cnmv.es)).

1. (a) Issuer: BBVA Senior Finance, S.A. Unipersonal  
N.I.F.: A95338000
- (b) Guarantor: Banco Bilbao Vizcaya Argentaria, S.A.
2. (a) Series Number: 63
- (b) Tranche Number: 1
3. Specified Currency or Currencies: Euro (“EUR”)
4. Aggregate Nominal Amount:
  - (a) Series: EUR 2,100,000
  - (b) Tranche: EUR 2,100,000
5. Issue Price of Tranche: 100% of the Aggregate Nominal Amount
6. (a) Specified Denominations: EUR 100,000  
The number of securities is 21
- (b) Calculation Amount: EUR 50,000
7. (a) Issue Date: 31 March 2010  
A subscription period took place from 10:00h a.m. 18 March 2010 to 12:00h a.m. 24 March 2010, being on this latter date the Aggregate Nominal Amount fixed based on the number of subscription orders placed, free of fees and expenses for noteholders
- (b) Interest Commencement Date: Issue Date

8. Maturity Date: 2 April 2013, subject to adjustment in accordance with the Following Business Day Convention
9. Interest Basis: Fixed Interest  
(Further particulars specified in paragraph 15 below)
10. Redemption/Payment Basis: Instalment and Index Linked Redemption  
(Further particulars specified in paragraph 19, 26 and 34 below)
11. Change of Interest Basis or Redemption/Payment Basis: Not Applicable
12. Put/Call Options: Not Applicable
13. (a) Status of the Notes: Senior
- (b) Status of the Guarantee: Senior
- (i) Date of approval for issuance of Notes and Guarantee obtained: Issuance of the Notes is approved by Mr. Juan Isusi Garteiz Gogearcoa on 26 March 2010, according to the decisions of the General Shareholders and Board of Directors meetings of 26 May 2009 of BBVA Senior Finance, S.A. Unipersonal.
- Additionally, issuance of the Notes is guaranteed by Banco Bilbao Vizcaya Argentaria, S.A. ("BBVA"), according to the decision of the Board of Directors of BBVA meeting of 27 April 2009. Certificates of the resolutions of the General Shareholders and Board of Directors meetings of 26 May 2009 and the Board of Directors meeting of 27 April 2009 were provided to the Comisión Nacional del Mercado de Valores ("CNMV") for the registration of the Structured Medium Term Note Programme. Such resolutions are incorporated by reference to these Final Terms.
14. Method of distribution: Non-syndicated

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

15. **Fixed Rate Note Provisions** Applicable
- (a) Rate(s) of Interest: Not applicable
- (b) Interest Payment Date(s): 31 March 2011
- (c) Fixed Coupon Amount(s): EUR 2,375 per Note.
16. **Floating Rate Note Provisions** Not Applicable



17. **Zero Coupon Note Provisions** Not Applicable

**PROVISIONS RELATING TO STRUCTURED NOTES**

18. **Equity Linked Note Provisions** Not Applicable

19. **Index Linked Note Provisions** Applicable

(a) Index or Indices:

Index<sub>1</sub>: Ibex 35 Index (Bloomberg Screen Page 'IBEX<Index>')

Index<sub>2</sub>: Dow Jones Eurostoxx 50® Index (Bloomberg Screen Page 'SX5E<Index>')

Index<sub>3</sub>: Standard and Poor's 500 Index (Bloomberg Screen Page 'SPX<Index>')

- Description:

Index<sub>1</sub>: The IBEX 35 is the official index of the Spanish Continuous Market. The index is comprised of the 35 most liquid stocks traded on the Continuous market. It is calculated, supervised and published by the Sociedad de Bolsas. The equities use free float shares in the index calculation. The index was created with a base level of 3000 as of December 29, 1989.

Index<sub>2</sub>: The Dow Jones Eurostoxx 50® Index is a free-float market capitalization-weighted index of 50 European blue-chip stocks from those countries participating in the European Monetary Union.

Index<sub>3</sub>: Standard and Poor's 500 Index is a capitalization-weighted index of 500 stocks. The index is designed to measure performance of the broad domestic economy through changes in the aggregate market value of 500 stocks representing all major industries. The index was developed with a base level of 10 for the 1941- 43 base periods.

- Index Sponsor:

The corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index; and (b) announces (directly or through an agent) the level of the Index on a regular basis during each Scheduled Trading Day, which is currently on the Issue Date, in respect of:

Index<sub>1</sub>: Sociedad de Bolsas S.A.

Index<sub>2</sub>: Stoxx Limited

Index<sub>3</sub>: Standard & Poor's

- Exchange:

In respect of the DJ Eurostoxx 50 Index, in relation to each security included in the Index (each a "Component Security"), the principal stock exchange where such

Component Security is principally traded, as determined by the Calculation Agent.

In respect of the S&P 500 Index and the IBEX 35 Index, the principal stock exchange on which the securities comprising the Index are principally traded, as determined by the Calculation Agent.

- Option Exchange:

In respect of each Index, each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures and options contracts relating to such Index.

- Weight:

Not Applicable

(b) Formula to be used to determine principal, Index Linked Interest Amount and/or Index Linked Redemption Amount:

Further Definitions are specified in paragraph (19k) and 26 below

(c) Market Disruption Events:

1) Means in respect of the S&P 500 Index and the IBEX 35 Index, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time, or (iii) an Early Closure.  
where,

**“Early Closure”** means the closure on any Exchange Business Day of any relevant Exchange(s) relating to securities that comprise 20% or more of the level of the Index, any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

**“Exchange Disruption”** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, securities that comprise 20 per cent. or more of the level of the Index, or (ii) to effect transactions in, obtain market values for, futures or options contracts relating to the Index on any relevant Related Exchange.

**“Trading Disruption”** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of



movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) on any relevant Exchange(s) relating to securities that comprise 20 per cent or more of the level of the Index; or (ii) in futures or options contracts relating to the Index on any Related Exchange.

**“Exchange Business Day”** means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions in respect of the Indices, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time

For the purposes of determining whether a Market Disruption Event in respect of such Index exists at any time, if a Market Disruption Event occurs in respect of a security included in such Index at any time, then the relevant percentage contribution of that security to the level of such Index shall be based on a comparison of (x) the portion of the level of such Index attributable to that security and (y) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event.

2) Means in respect of the Eurostoxx 50® Index either

- (i) (a) the occurrence or existence, in respect of any Component Security, of:
  - (1) a Trading Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
  - (2) an Exchange Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or
  - (3) an Early Closure; and
- (b) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of such Index; or
- (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (a) a Trading Disruption; (b) an

Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (c) an Early Closure.

**“Early Closure”** means the closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

**“Exchange Disruption”** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the Related Exchange.

**“Trading Disruption”** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.

**“Exchange Business Day”** means any Scheduled Trading Day on which (a) the Index Sponsor publishes the level of the Index and (b) each relevant Related Exchange, if any, is open for trading during their regular trading session, notwithstanding any Exchange or the Related Exchange closing prior to its Scheduled Closing Time.

For the purposes of determining whether a Market Disruption Event exists in respect of the Index at any time, if a Market Disruption Event occurs in respect of a Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of such Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market

"opening data"

(d) Specified Periods/Specified Interest Payment Dates: Not Applicable

(e) Business Day Convention: Following Business Day Convention

(f) Additional Business Centre(s): Not Applicable

(g) Minimum Rate of Interest: Not Applicable

(h) Maximum Rate of Interest: Not Applicable

(i) Day Count Fraction: Not Applicable

(j) Knock-in/out Level: Not Applicable

(k) Such other additional terms or provisions as may be required: Automatic Early Redemption

See details relating to Instalment Amounts in paragraph 34. Each Note shall be redeemed by the Issuer on the relevant Automatic Early Redemption Date at the relevant Automatic Early Redemption Amount if on any Valuation Date the following condition is met:

$$\min_{i=1}^{i=3} \left( \frac{Index_{i,t}}{Index_{i,0}} \right) \geq 1$$

Where:

Automatic Early Redemption Date<sub>1</sub> means 31 March 2011  
Automatic Early Redemption Date<sub>2</sub> means 2 April 2012

Automatic Early Redemption Amount<sub>1</sub> means 108.00 per cent per Calculation Amount.

Automatic Early Redemption Amount<sub>2</sub> means 116.00 per cent per Calculation Amount.

20. **Fund Linked Note Provisions:** Not Applicable

21. **Dual Currency Interest Note Provisions** Not Applicable

22. **Other provisions relating to Structured Notes:** Applicable

(a) Initial Valuation Date: 18 March 2010

(b) Initial Value: For each Index, its Closing Level on the Initial Valuation Date. Specifically, for

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Index<sub>1</sub> means 11,073.50

Index<sub>2</sub> means 2,913.74

Index<sub>3</sub> means 1,165.83

(c) Valuation Dates: 18 March 2010 ("Initial Valuation Date"), 22 March 2011 ("Valuation Date<sub>1</sub>"), 22 March 2012 ("Valuation Date<sub>2</sub>") and 21 March 2013 ("Final Valuation Date").

(d) Valuation Time: In respect of the DJ Eurostoxx 50 Index, (i) for the purpose of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or futures contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.

In respect of the S&P 500 Index and the IBEX 35 Index, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

(e) Final Valuation Date: 21 March 2013

(f) Final Value: The Closing Level of each Underlying Index "i" on the Final Valuation Date

23. **Market Disruption Event:** As set out in paragraph 19 (c)

(a) Fall-back provisions for determining Rate of Interest: Not Applicable

(b) Fall-back provisions for determining Redemption Amount: If a Valuation Date is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day, provided that if such day is a Disrupted Day in respect of any Index, the Valuation Date for each Index shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day in respect of any Index, unless each of the five Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day in respect of any Index. In that case, (i) the fifth Scheduled Trading Day shall be deemed to be the Valuation Date for each Index, notwithstanding the fact that such day is a Disrupted Day with respect to any Index, and (ii) the Calculation Agent shall determine the level or price using, in relation to the

relevant affected Index, the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and the method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security as of the the Valuation Time on the last such consecutive Scheduled Trading Day.

Where,

**“Disrupted Day”** means:

- In respect of the DJ Eurostoxx 50 Index, any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market Disruption Event has occurred.
- In respect of the S&P 500 Index and the IBEX 35 Index, any Scheduled Trading Day on which (i) the relevant Exchange and/or any Related Exchange fails to open for trading during their regular trading session or (ii) a Market Disruption Event has occurred.

**“Scheduled Closing Time”** in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of the regular trading session hours subject as provided in "Valuation Time".

**"Scheduled Trading Day”** means:

- In respect of the DJ Eurostoxx 50 Index, any day on which (a) the Index Sponsor is scheduled to publish the level of the Index and (b) the relevant Related Exchange is scheduled to be open for trading during its regular trading session.
- In respect of the S&P 500 Index and the IBEX 35 Index, any day on which each Exchange and each relevant Related Exchange in respect of each Index are scheduled to be open for trading during their

respective regular trading sessions.

**“Scheduled Valuation Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

## PROVISIONS RELATING TO REDEMPTION

24. **Issuer Call** Not Applicable

25. **Investor Put** Not Applicable

26. **Final Redemption Amount of each Note:**

Unless the Notes have not been previously redeemed as specified in paragraph 19(k) above, the Notes shall be redeemed by the Issuer on the Maturity Date at the Final Redemption Amount determined by the Calculation Agent as follows:

- (i) If, on the Final Valuation Date, the Calculation Agent determines that  $\min_{i=1}^{i=3} \left( \frac{Index_{i,3}}{Index_{i,0}} \right) \geq 1$  then the Final Redemption Amount of each Note shall be equal to:

**124.00 per cent per Calculation Amount**

- (ii) If, on the Final Valuation Date, the Calculation Agent determines that  $0.60 \leq \min_{i=1}^{i=3} \left( \frac{Index_{i,3}}{Index_{i,0}} \right) < 1$  then the Final Redemption Amount of each Note shall be equal to:

**100.00 per cent per Calculation Amount**

- (iii) If, on the Final Valuation Date, the Calculation Agent determines that  $\min_{i=1}^{i=3} \left( \frac{Index_{i,3}}{Index_{i,0}} \right) < 0.60$ , then the Final Redemption Amount of each Note shall be equal to:

$$\text{Calculation Amount} \times \min_{i=1}^{i=3} \left( \frac{Index_{i,3}}{Index_{i,0}} \right)$$

Where:

**Index<sub>i,0</sub>**: official closing level of Index<sub>i</sub> on the Initial



Valuation Date

**Index<sub>i,1</sub>**: official closing level of Index<sub>i</sub> on Valuation Date<sub>1</sub>

**Index<sub>i,2</sub>**: official closing level of Index<sub>i</sub> on Valuation Date<sub>2</sub>

**Index<sub>i,3</sub>**: official closing level of Index<sub>i</sub> on the Final Valuation Date.

27. Early Redemption Amount of each Note payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in Condition 8.7): Early Redemption Amount
28. Protection Amount: 50% of the Aggregate Nominal Amount.

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

29. Form of Notes: Book-entry Notes:
- Book-entry form notes (*anotaciones en cuenta*) registered with IBERCLEAR.
- As stated in Condition 21.1 of the Base Prospectus dated 2 June 2009, the issuance of the Book-entry form notes, including their legal nature (*obligaciones*), the Status of the Book-entry Notes and the status of the Guarantee in respect of them, the capacity of the Issuer and of the Guarantor, the relevant corporate resolutions, the appointment of the Representative of the Syndicate and the constitution of the Syndicate of Noteholders will be governed by Spanish Law.
- Subject as provided above, the terms and conditions of the Book-Entry Notes, all related contractual documentation and any non-contractual obligations arising out of or in connection with the Book-Entry Notes and all related contractual documentation will be governed by, and shall be construed in accordance with, English law.
30. New Global Note (NGN): No
31. Additional Financial Centre(s) or other special provisions relating to Payment Days: Not Applicable
32. Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes (and dates on which such No

Talons mature):

33. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: Not Applicable
34. Details relating to Instalment Notes:
- (a) Instalment Amounts: Each Note shall be partially redeemed at an Instalment Amount per Specified Denomination of EUR 50,000.
  - (b) Instalment Dates: 31 March 2011
35. Redenomination applicable: Not applicable
36. Agents: Banco Bilbao Vizcaya Argentaria, S.A. to act as Agent (and carry out all relevant agency functions, including payment agent for IBERCLEAR) through its specified office at Vía de los Poblados s/n, 28033, Madrid, Spain
- Calculation Agent means Banco Bilbao Vizcaya Argentaria, S.A. Prospective purchasers of the Notes should be aware that Banco Bilbao Vizcaya Argentaria, S.A. would have a conflict of interest between its duties as Calculation Agent and its interests as Issuer and Guarantor of the Notes.
37. Other final terms:
- 1) Calculation Agent means Banco Bilbao Vizcaya Argentaria, S.A. Prospective purchasers of the Notes should be aware that Banco Bilbao Vizcaya Argentaria, S.A. would have a conflict of interest between its duties as Calculation Agent and its interests as Issuer and Guarantor of the Notes.
  - 2) Adjustment to an Index
- (a) Successor Index Sponsor:** If the Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor acceptable to the Calculation Agent, or (ii) replaced by a successor index using, in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index, then in each case that Index (the “**Successor Index**”) shall be deemed to be the Index.
- (b) Modification and Cessation of Calculation of an Index:** If (i) on or prior to any Valuation Date, the Index Sponsor announces that it will make a material change in

the formula for or the method of calculating the Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation and other routine events) (an "**Index Modification**"), or permanently cancels a relevant Index and no Successor Index exists (an "**Index Cancellation**") or on any Valuation Date the Index Sponsor fails to calculate and announce the Index (an "**Index Disruption**") and, together with an Index Modification and an Index Cancellation, each an "Index Adjustment Event"), then

(i) If an **Index Disruption** occurs, then the Calculation Agent shall determine if such Index Disruption has a material effect on the Notes and, if so, shall calculate the relevant level or price using, in lieu of a published level for the Index, the level for the Index as at the Valuation Date as determined by the Calculation Agent in accordance with the formula for and method of calculating the Index last in effect prior to the Index Disruption.

(iii) If an **Index Cancellation** occurs, then the Calculation Agent will include in the Basket a new index ("New Index") to substitute the cancelled Index, that must be different from the Indexes comprised in the Basket at that moment in accordance to the following procedure:

- (a) The Calculation Agent will communicate promptly to the Issuer the New Index and the substitution date ("Effective Date").
- (b) The New Index must be similar to the Index that has been cancelled, therefore, the Calculation Agent may consider, but it is not obliged to, the following characteristics: geographic area, liquidity, volatility or any other variable relevant to the Calculation Agent.

If the Issuer do not agree with the New Index designated by the Calculation Agent or the New Index does not comply with (b) then the Notes shall be early redeemed at an amount equal to the fair market value of the Notes taking into account the Index Cancellation, all as determined by the Calculation Agent in its sole and absolute discretion.

### 3) Correction of an Index

In the event that any level or price published by the Index Sponsor and which is utilized for any calculation or determination made under the Notes is subsequently



corrected and the correction is published by the Index Sponsor within three Scheduled Trading Days after the original publication, the level to be used by the Calculation Agent for any calculation or determination under the Notes shall be the level of the Index as so corrected.

#### 4) Additional Disruption Events

For the purpose of these Final Terms, Additional Disruption Event means the event set forth below.

**“Change of Law”** means than after the Issue Date (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by tax authority), the Calculation Agent determines in good faith that it has become illegal to hold, acquire or dispose the hedge position relating to any Index, provided that this shall not apply if the Calculation Agent determines that reasonable steps to avoid such illegality have been taken.

If Change in Law occurs, the consequence shall be the early redemption of the Notes and the Issuer shall redeem the Notes early by giving notice to Noteholders as specified below. If the Note is so redeemed the Issuer will pay an amount to the Noteholder, all as determined by the Calculation Agent in its sole and absolute discretion.

38. Home Member State: Spain

#### DISTRIBUTION

- |     |   |  |
|-----|---|--|
| 39. | (a) If syndicated, names of Managers        | Not Applicable   |
|     | (b) Date of Subscription Agreement:         | Not Applicable   |
|     | (c) Stabilising Manager (if any):           | Not Applicable   |
| 40. | If non-syndicated, name of relevant Dealer: | Banco Bilbao Vizcaya Argentaria, S.A.  |
| 41. | U.S. Selling Restrictions                   | TEFRA D  |
| 42. | Additional selling restrictions:            | The Dealer shall only offer the Notes to investors who acquire the Notes for a total consideration of at least €100,000 (or its equivalent) per investor |

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43. Condition 19 applies: Yes

#### **SYNDICATE REGULATIONS**

The form of the regulations of the syndicate of the holders of the Notes issued under this Programme are scheduled to the Agency Agreement and are attached to these Final Terms as Annex 1(English version Annex 2). The Syndicate of Noteholders is hereby constituted, being Mr. Pedro Gómez García-Verdugo hereby appointed as provisional Representative ("Comisario") of the same.

#### **LISTING AND ADMISSION TO TRADING APPLICATION**

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the €2,000,000,000 Medium Term Note and Structured Note Programme of the Issuer.

## RESPONSIBILITY

The Issuer and the Guarantor accept responsibility for the information contained in these Final Terms.

Signed on behalf of the Issuer:

By: .....

*Duly authorised*

*JUAN ISUSI GARTEIZ GOGESCOA*

Signed on behalf of the Guarantor:

By: .....

*Duly authorised*

*PEDRO MARÍA URRESTI LACA*

Signed on behalf of the Syndicate of  
Noteholders by the Provisional Representative  
of the Syndicate:

By: .....

*PEDRO GÓMEZ GARCÍA-VERDUGO*



## PART B – OTHER INFORMATION

### 1. LISTING

- (a) Listing: Madrid, AIAF Mercado de Renta Fija
- (b) Admission to trading: Application has been made for the Notes to be admitted to trading on AIAF Mercado de Renta Fija, S.A., with effect from the Issue Date
- (c) Estimate of total expenses related to admission to trading: EUR 826.50

### 2. RATINGS

Ratings: The Notes to be issued have not been rated. The rating of the Guarantor is

	Rating	Effective since	Outlook
Moody's	Aa2	July 09	negative
S&P	AA	March 09	negative
Fitch	AA-	August 09	positive

### 3. NOTIFICATION

Not Applicable

### 4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save for any fees payable to the Dealers, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer.

If any commissions or fees relating to the issue and sale of these Notes have been paid or are payable by the Dealer to an intermediary, then such intermediary may be obliged to fully disclose to its clients the existence, nature and amount of any such commissions or fees (including, if applicable, by way of discount) as required in accordance with laws and regulations applicable to such intermediary, including any legislation, regulation and/or rule implementing the Markets in Financial Instruments Directive (2004/39/EC) ("MiFID"), or as otherwise may apply in any non-EEA jurisdictions and in any case in accordance with Article 26 of Directive 2006/73/EC ("Level 2 Directive") implementing MiFID. Potential investors in these Notes intending to purchase Notes through an intermediary (including by way of introducing broker) should request details of any such commission or fee payment from such intermediary before making any purchase hereof.

### 5. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- (a) Reasons for the Offer: Not Applicable
- (b) Estimated net proceeds: EUR 2,100,000

(c) Estimated total expenses: Not applicable

**6. YIELD (FIXED RATE NOTES ONLY)**

Indication of yield: Not Applicable

**7. PERFORMANCE OF UNDERLYING, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING (Structured Notes, including Index Linked Notes, Fund Linked Notes, Equity Linked Notes and Dual Currency Notes)**

The past and future prices in respect of each Index and background information can be obtained from the relevant Exchange (if any), and from their corresponding Bloomberg Screen Page.

The Issuer does not intend to provide post-issuance information in respect of the each Underlying Index, except if required to do so by applicable laws and regulations.

Redemption of the Notes:

The Notes are linked to the performance of the worst performing index and 50% of principal is at risk. Unless previously redeemed as specified in paragraph 19 (k) above, the Index Linked Redemption Amount will be determined as set out in paragraph 26 above.

**8. OPERATIONAL INFORMATION**

- (a) Intended to be held in a manner which would allow Eurosystem eligibility: No
- (b) ISIN Code: ES0325467597
- (c) Common Code: 032546759
- (d) Clearing systems: Iberclear
- (e) Book-Entry Depositary: None
- (f) Delivery: Delivery against payment
- (g) Names and addresses of additional Paying Agent(s) (if any): Not Applicable

**9. ADDITIONAL SPANISH TAX PROVISIONS** Not Applicable

**10. ADDITIONAL RISK FACTORS**

The attention of potential purchasers of the Notes is drawn to the Risk Factors set out in the Base Prospectus and they should note that the return of principal in respect of the Notes described herein is linked to the value of three Underlying Indices. Movements in the value of any of the Underlying Indices may adversely affect the value of the Notes and could result in the Noteholders receiving, upon final redemption, an amount that may be less than the principal amount of the Notes.



The reference to Issue Price is not an expression of market value and does not imply that transactions in the market will not be executed at prices above or below such Issue Price to reflect prevailing market conditions.

The Issuer has made no investigation into the treatment of the Notes by the tax authorities of any country, including the United States of America.

Investors are strongly advised to take their own tax advice.

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- a) The continuity of the composition of the IBEX 35<sup>®</sup> Index as it is at this time or any other subsequent time.
- b) The continuity of the method for calculation of the IBEX 35<sup>®</sup> Index as it is performed at this time or any other subsequent time.
- c) The continuity of the calculation, formulation and dissemination of the IBEX 35<sup>®</sup> Index.
- d) The accuracy, integrity or absence of failures or errors in the composition or calculation of the IBEX 35<sup>®</sup> Index.
- e) The suitability of the IBEX 35<sup>®</sup> Index to the purposes envisaged in the products to which document refers.

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## **ANNEX 1**

*(This Annex forms part of the Final Terms to which it is attached)*

### **SYNDICATE REGULATIONS**

#### **PART 1**

#### **ORIGINAL SPANISH VERSION**

### **ESTATUTOS APLICABLES AL SINDICATO DE TENEDORES DE OBLIGACIONES**

#### **CAPITULO I**

##### **Constitución, Objeto, Domicilio y Duración.**

**Artículo I. Constitución.-** Quedará constituido el Sindicato de Obligacionistas de la Emisión de Valores de Renta Fija Estructurados “Notas Estructuradas 63”, entre los adquirientes de la misma una vez se hayan practicado las correspondientes anotaciones.

**Artículo II. Objeto** – El objeto y fin de este Sindicato es la defensa de los derechos y legítimos intereses de los obligacionistas ante la Entidad Emisora, de acuerdo con la legislación vigente.

**Artículo III. Domicilio** – El domicilio del Sindicato será Paseo de la Castellana, 81, 28046 –MADRID-.

**Artículo IV. Duración** – Subsistirá mientras dure el empréstito y, terminado este, hasta que queden cumplidas por la Entidad Emisora sus obligaciones ante los Obligacionistas.

#### **CAPITULO II**

**Artículo V. Asamblea General de Obligacionistas** – El órgano supremo de representación lo integra la Asamblea de Obligacionistas, con facultad para acordar lo necesario para la mejor defensa de los legítimos intereses de los obligacionistas frente a la sociedad emisora, modificar, de acuerdo con la misma, las garantías establecidas; destituir o nombrar al comisario, ejercer cuando proceda, las acciones judiciales correspondientes y aprobar los gastos ocasionados por la defensa de los intereses comunes.

El Comisario, tan pronto como quede suscrita la emisión, convocará a la Asamblea General de Obligacionistas, que deberá aprobar o censurar su gestión, confirmarle en el cargo o designar la persona que ha de sustituirle y establecer el Reglamento definitivo interno del Sindicato.

**Artículo VI. Acuerdos** – Todos los acuerdos se tomarán por mayoría absoluta con asistencia de las dos terceras partes de los bonos en circulación, y vincularán a todos los Obligacionistas, incluso a los no asistentes y a los disidentes. Cada bono dará derecho a un voto, teniendo carácter decisivo el del Presidente, en caso de empate, si fuera Obligacionista. Cuando no se lograra la concurrencia de las dos terceras partes de los bonos en circulación, podrá ser nuevamente convocada la Asamblea un mes después de su primera reunión, pudiendo entonces tomarse los acuerdos por mayoría absoluta de los asistentes. Estos acuerdos vincularán a los Obligacionistas en la misma forma establecida anteriormente.

Los acuerdos de la Asamblea podrán, sin embargo, ser impugnados por los Obligacionistas en los mismos casos establecidos por la Ley.

**Artículo VII. Delegaciones** – Los tenedores de los bonos podrán delegar su representación en otra persona, sea Obligacionista o no, mediante carta firmada y especial para cada reunión.

**Artículo VIII. Convocatoria** – La Asamblea General de Obligacionistas podrá ser convocada por los Administradores de la Sociedad o por el Comisario, siempre que lo estime útil para la defensa de los derechos de los Obligacionistas o para el examen de las proposiciones que emanen del Consejo de Administración de la Sociedad.

El Comisario la convocará cuando sea requerido por el Consejo de Administración de la Entidad Emisora o lo soliciten los Obligacionistas que representen, por lo menos, la vigésima parte de los bonos emitidos y no amortizados. El Consejo podrá requerir la asistencia de los Administradores de la Sociedad y éstos asistir, aunque no hubieran sido convocados.

La convocatoria habrá de hacerse mediante su publicación en un medio de difusión nacional con una antelación mínima de 10 días. Cuando la Asamblea haya de tratar o resolver asuntos relativos a la modificación de las condiciones de la emisión u otros de trascendencia análoga, a juicio del Comisario, deberá ser convocada en los plazos y con los requisitos que establece el artículo 97 de la Ley de Sociedades Anónimas para la Junta General de Accionistas.

No obstante lo anterior, la Asamblea se entenderá convocada y quedará validamente constituida para tratar cualquier asunto, siempre que estando presentes todos los Obligacionistas acepten por unanimidad la celebración de la Asamblea.

**Artículo IV. Derecho de asistencia** – Tendrá derecho de asistencia, con voz y voto, todos los Obligacionistas que acrediten la posesión de sus títulos con cinco días de antelación a la fecha de la Asamblea. La acreditación de la posesión deberá realizarse en la forma y con los requisitos que se señalen en el anuncio publicado con la convocatoria de la Asamblea.

Asimismo, podrán asistir con voz pero sin voto los Administradores de la Sociedad, el Comisario y el Secretario. Estos dos últimos, en caso de ser Obligacionistas, también tendrán derecho a voto.

En el supuesto de cotitularidad de uno o varios bonos los interesados habrán de designar uno entre ellos para que los represente, estableciéndose un turno de defecto de acuerdo en la designación.

En caso de usufructo de bonos, corresponden al usufructuario los intereses y los demás derechos al nudo propietario. Y en el de prenda, corresponde al Obligacionista el ejercicio de todos los derechos, debiendo el acreedor pignoraticio facilitar al deudor su ejercicio mientras no sea ejecutada la prenda.

**Artículo X. Actas** – Las actas de la Asamblea serán firmadas por el Presidente y el Secretario y las copias y certificaciones que de la misma se expidan las firmará el Secretario, con el visto bueno del Presidente.

**Artículo XI. Presidencia** – Presidirá la Junta el Comisario del Sindicato o persona que le sustituya, el cual designará un Secretario que podrá no ser Obligacionista.

**Artículo XII. Comisario del Sindicato** – La presidencia del organismo corresponde al Comisario del Sindicato, con las facultades que le asigna la Ley, el presente Reglamento y las que le atribuya la Asamblea General de Obligacionistas para ejercitar las acciones y derechos que a la misma correspondan, actuando de órgano de relación entre la Sociedad y el Sindicato.

Sustituirá al Comisario en caso de ausencia o enfermedad el Obligacionista en quien él delegue y, a falta de éste, el que posea mayor número de bonos, hasta que la Asamblea acuerde, en su caso, el nuevo nombramiento.



No obstante lo anterior, en caso de designarse Comisario sustituto, éste le suplirá en los citados casos de enfermedad o ausencia.

**Artículo XIII. Procedimientos** – Los procedimientos o actuaciones que afecten al interés general o colectivo de los Obligacionistas solo podrán ser dirigidos en nombre del Sindicato en virtud de la autorización de la Asamblea General de Obligacionistas, y obligarán a todos ellos, sin distinción, quedando a salvo el derecho de impugnación de los acuerdos de la Asamblea establecido por la Ley.

Todo Obligacionista que quiera promover el ejercicio de una acción de esta naturaleza, deberá someterla al Comisario del Sindicato, quien, si la estima fundada, convocará la reunión de la Asamblea General.

Si la Asamblea General rechazara la proposición del Obligacionista, ningún tenedor de bonos podrá reproducirla en interés particular ante los Tribunales de Justicia, a no ser que hubiese contradicción clara con los acuerdos y reglamentación del Sindicato.

**Artículo XIV. Conformidad de los Obligacionistas** – La suscripción o posesión de las obligaciones implica para cada Obligacionista la ratificación plena del contrato de emisión, su adhesión al Sindicato y el presente Reglamento y la conformidad para que el mismo tenga plena responsabilidad jurídica a todos los efectos.

**Artículo XV. Gastos** – Los gastos que ocasione el funcionamiento del Sindicato serán de cuenta de la Sociedad Emisora, no pudiendo exceder en ningún caso del 2% de los intereses anuales devengados por los bonos emitidos.

**Artículo XVI.** – En los casos no previstos en este Reglamento o en las disposiciones legales vigentes, serán de aplicación como supletorios los Estatutos de la Sociedad Emisora.



## PART 2

### ENGLISH LANGUAGE VERSION

#### BY LAWS APPLICABLE TO THE SYNDICATE OF NOTEHOLDERS

*This is a translation into English of the By-Laws applicable to the Syndicate of Noteholders. The Spanish version of the By-Laws shall prevail in the case of inconsistency.*

#### PART I.

##### Constitution, Object, Domicile and Duration.

**Article I. Constitution** – According to Spanish Legislative Royal Decree 1564/1989, 22nd December, approving the consolidated text of the Spanish Company Act and other additional provisions, once the issue is recorded a Noteholders' syndicate (the **Syndicate**) for the Structured Fixed Rate Note Issue "Notas Estructuradas 63" (the **Notes**) shall be constituted amongst the purchasers of the said Notes, all due annotations having been made.

**Article II. Object** – The object and aim of this Syndicate is to defend Noteholders' legitimate rights and interests before the Issuer, pursuant to prevailing legislation.

**Article III. Domicile** – The Syndicate shall be domiciled at Paseo de la Castellana, 81, 28046 –MADRID – Spain.

**Article IV. Duration** – The Syndicate shall continue to exist throughout the life of the Notes, and once their term expires, until the Issuer has acquitted its obligations towards its Noteholders.

#### PART II.

**Article V. General Noteholders Meeting** – The supreme body of representation shall be the General Noteholders' Meeting, empowered to resolve whatever may be necessary to best defend the Noteholders' legitimate interests vis-à-vis the Issuer; to amend guarantees, in agreement with the Issuer; to appoint and dismiss a Noteholders' representative (the **Representative**); to take due legal action, where applicable, and approve the costs occasioned in defence of common interests.

The Representative, once the issue is subscribed, will convene the General Noteholders' Meeting, which must approve or censure his/her management, confirm him/her in the post or appoint his/her substitute and establish the final internal regulations that will govern the Syndicate according to the provisions of the issue contract.

**Article VI. Resolutions** – All resolutions shall be passed by absolute majority amongst those attending the meeting, as long as they represent two-thirds of the Notes in circulation. The resolutions shall be binding on all Noteholders, including those who do not attend the meeting or voted against the motion. Each Note shall entail the right to one vote. The Chairman shall hold the casting vote in the event of deadlock, should the Chairman be a Noteholder. Should two-thirds of the Notes in circulation not be represented at the meeting, it may be re-convened for one month later, when the resolutions shall be passed by an absolute majority amongst those attending. Said resolutions shall be binding on the Noteholders in the same manner as above.

However, the General Meeting's resolutions may be contested by Noteholders in cases established by Law.



**Article VII. Proxies** – Noteholders may delegate their representation to a proxy, who may or may not be a Noteholder, by a special letter of proxy for each meeting.

**Article VIII. Call to meeting** – The General Noteholders' Meeting shall be convened by the Issuer's Directors or the Representative whenever deemed useful for the defence of the Noteholders' interests or the examination of propositions made by the Issuer's Board of Directors.

The Representative shall convene the meeting when so required by the Board of Directors of the Issuer or requested by Noteholders representing at least one twentieth of the Notes issued and outstanding. The Board of Directors of the Issuer may require the attendance of the Issuer's Management which shall attend, even if they have not been convened.

The meeting shall be convened by publishing a notice in the national press or media at least 10 days beforehand. When the General Meeting must deal with or resolve on issues related to the amendment of conditions of issue or others the Representative deems of similar importance, it shall be convened within the time limits and according to the requirements established under article 97 of the Spanish Company Act for General Shareholders Meetings.

The above notwithstanding, the General Meeting shall be deemed to have been validly convened and constituted to deal with any issue provided all the Noteholders are present and unanimously accept it should be held.

**Article IX. Right of attendance** – All Noteholders proving ownership of their Notes five days prior to the date of the General Meeting shall be entitled to attend, speak and vote at the meeting. Ownership must be accredited in the manner and according to the requirements established in the announcement published to convene the General Meeting.

The Directors of the Issuer, the Representative and the secretary (the **Secretary**) may attend with the right to speak but not to vote. Should the Representative and the Secretary be Noteholders, they shall also have the right to vote.

Should there be joint owners of one or various Notes, the joint owners must designate one single person to represent them, establishing whose turn it is by default should no agreement be reached.

Should the Notes be held in usufruct, the usufructuary shall be entitled to the same interests and other rights as the original owner. And should they be held under pledge, the Noteholder shall be entitled to exercise all the rights, the pledgor facilitating their exercise to the pledgee until the pledge be acquitted.

**Article X. Minutes** – The minutes of the General Meeting shall be signed by the Chairman and the Secretary and any copies and certifications issued of the minutes shall be signed by the Secretary with the approval of the Chairman.

**Article XI. Chairmanship** – The General Meeting shall be chaired by the Representative or whoever may substitute him/her, who shall appoint a Secretary. The Secretary need not be a Noteholder.

**Article XII. Syndicate Representative** – The Meeting shall be chaired by the Representative of the Syndicate, with such powers as established by Law, these Regulations, the Note issue contract and the Noteholders' General Meeting to exercise the actions and rights to which said Meeting is entitled, acting as liaison between the Issuer and the Syndicate.

In the event of absence or illness, the Representative shall be substituted by the Noteholder that he/she names and, should none be named, the Noteholder with the highest number of Notes, until the General Meeting resolves to name another, should it do so.

The above notwithstanding, should a substitute Representative be appointed, he/she shall stand in as substitute in the event of illness or absence.

**Article XIII. Proceedings** – Proceedings and/or suits affecting the collective or general interest of Noteholders may only be arranged in the Syndicate's name when the Noteholders' General Meeting has authorised them, and shall be binding on all Noteholders without distinction. Nonetheless, statutory legal rights to contest the resolutions taken by the General Meeting are sustained.

Any Noteholder wishing to take such suit must put it to the Representative who, should he/she deem that grounds exist for considering the proposal, shall convene the General Meeting.

Should the General Meeting reject the Noteholder's proposal, no Noteholder may take it as an issue of personal interest to the Courts of Justice, unless there is a clear contradiction with the resolutions and regulations of the Syndicate.

**Article XIV. Noteholders' Conformity** – Subscription or possession of Notes entails the Noteholder's full ratification of the issue contract, membership of the Syndicate and acceptance of these regulations and conformity with said Syndicate having full legal liability to all effects.

**Article XV. Expenses** – Expenses incurred in running the Syndicate shall be payable by the Issuer and may never be more than 2 per cent. of the annual interest accruing to the Notes issued.

**Article XVI.** Should events arise that are not envisaged herein, or under prevailing legal provisions, the bylaws of the Issuer shall be applicable in their place.