

21st May 2004

**International Swaps and Derivatives Association, Inc.
One New Change
London EC4M 9QQ
England**

Dear Sirs,

2002 Master Agreement Protocol - Adherence

The purpose of this letter is to confirm our adherence to the 2002 Master Agreement Protocol as published by the International Swaps and Derivatives Association, Inc. on 15th July, 2003 (the "Protocol"). This letter constitutes an Adherence Letter as referred to in the Protocol.

The definitions and provisions contained in the Protocol are incorporated into this Adherence Letter, which will supplement and form part of each ISDA 2002 Master Agreement (now or in the future) between us and each other Adhering Party.

1. Specified Terms¹

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|----------|-------------------------------------|------------|
| Annex 1 | 1991 Definitions | Applicable |
| Annex 2 | 1998 Supplement | Applicable |
| Annex 3 | 2000 Definitions | Applicable |
| Annex 4 | 1992 FX Definitions | Applicable |
| Annex 5 | 1998 FX Definitions | Applicable |
| Annex 6 | 1993 Commodity Definitions | Applicable |
| Annex 7 | 2000 Commodity Supplement | Applicable |
| Annex 8 | 1994 Equity Option Definitions | Applicable |
| Annex 9 | 1996 Equity Definitions | Applicable |
| Annex 10 | 1997 Bond Option Definitions | Applicable |
| Annex 11 | 1997 Bullion Definitions | Applicable |
| Annex 12 | 1997 Short Form Bullion Definitions | Applicable |
| Annex 13 | 1999 Credit Definitions | Applicable |
| Annex 14 | New York Annex | Applicable |
| Annex 15 | English Annex | Applicable |
| Annex 16 | English Deed | Applicable |
| Annex 17 | Japanese Annex | Applicable |
| Annex 18 | 2001 Margin Provisions | Applicable |

¹

An Adhering Party may specify its preference that one or more of the Annexes are applicable by circling or only specifying the word "Applicable" for each Annex that it would like to see included.

2. Appointment as Agent and Release

We hereby appoint ISDA as our agent for the limited purposes of the Protocol and accordingly we waive, and hereby release ISDA from, any rights, claims, actions or causes of action whatsoever (whether in contract, tort or otherwise) arising out of or in any way relating to this Adherence Letter or our adherence to the Protocol or any actions contemplated as being required by ISDA.

3. Payment

We enclose payment of U.S.\$500.00, or represent that we have previously made payment of that amount to you, in respect of our adherence to the Protocol.

4. Contact Details

Our contact details for purposes of this Adherence Letter are:

Name: Eduardo Otero Romero(Lawyer)

Address: Ciudad Grupo Santander,
- Edificio 2 Sur, Encinar 1ª Planta,
CP 28660 Boadilla del Monte

Telephone: 91. 91289.34.31

Fax:

E-mail: eotero@gruposantander.com

We consent to the publication of the conformed copy of this letter by ISDA and to the disclosure by ISDA of the contents of this letter.

Yours faithfully,

BANCO SANTANDER CENTRAL HISPANO, S.A.²

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|----------------------|
| Name: Marcelo Castro |
| Title: Treasurer |
| Signature: |

²

Specify legal name of Adhering Party. A separate Adherence Letter should be lodged for each legal entity that is or may become a party to an ISDA 2002 Master Agreement and wishes to be bound by the terms of the Protocol.