

Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the relevant Terms and Conditions of the Notes and the Prospectus dated 10 May 2007, including any supplements thereto, if any.

Final Terms dated June 7, 2007

MXN 1,000,000,000 Floating Rate Notes due June 8, 2011
(the "Notes")

issued pursuant to the

Euro 20,000,000,000

Euro Medium Term Note Programme

of

Bayerische Motoren Werke Aktiengesellschaft ("BMW AG")
BMW Finance N.V. ("BMW Finance")
BMW US Capital, LLC ("BMW US Capital")
BMW Coordination Center V.O.F. ("BMW Coordination Center")
BMW Australia Finance Limited ("BMW Australia Finance")
BMW (UK) Capital plc ("BMW UK Capital")
BMW Japan Finance Corp. ("BMW Japan")

Dated 10 May 2007

ISSUER: BMW US Capital, LLC ("BMW US Capital")

GUARANTOR: Bayerische Motoren Werke Aktiengesellschaft ("BMW AG")

Specified Currency: Mexican Pesos ("MXN")

Aggregated Principal Amount: MXN 1,000,000,000

Tranche No.: 464

Tranche to become part of an existing Series:

No

Issue Price: 100.00 per cent

Issue Date: 8 June 2007

Net proceeds: MXN 1,000,000,000

Interest Basis: 7.75% Fixed Rate

I. TERMS AND CONDITIONS

These Final Terms are dated **7 June 2007** and contain the final terms of an issue of Notes under the Euro 20,000,000,000 Euro Medium Term Note Programme dated 10 May 2007 of BMW AG, BMW Finance, BMW US Capital, BMW Coordination Center, BMW Australia Finance, BMW UK Capital and BMW Japan (the "Programme").

This part of the Final Terms is to be read in conjunction with the Terms and Conditions of the Notes (the "Terms and Conditions of the Notes") set forth in the Prospectus dated 10 May 2007 (the "Prospectus") pertaining to the Programme as the same may be amended or supplemented from time to time. Capitalised terms not otherwise defined herein shall have the meanings specified in the Terms and Conditions of the Notes.

All references in this part of these Final Terms to numbered Conditions and sections are to Conditions and sections of the Terms and Conditions of the Notes.

All provisions in the Terms and Conditions of the Notes corresponding to items in these Final Terms which are either not selected or completed or which are deleted shall be deemed to be deleted from the terms and conditions applicable to the Notes.

Forms of Conditions

Long-Form

Integrated

Language of Conditions

- German only
- English only
- German and English (German prevailing)
- German and English (English prevailing)

CURRENCY, DENOMINATION, FORM, TITLE, CERTAIN DEFINITIONS (§ 1)

Denomination

Specified Denomination(s) MXN 100,000

Number of Notes to be issued in each Specified Denomination 10,000

Bearer Notes

- TEFRA C
- TEFRA D

Temporary Global Note exchangeable for:

- Permanent Global Note

Nominal amount of Global Note (if only one to be issued): MXN 1,000,000,000

Nominal amount of each Global Note (if more than one to be issued): Not applicable

- Definitive Notes
- Definitive Notes and Collective Global Notes

- Neither TEFRA D nor TEFRA C**

- Permanent Global Note
- Temporary Global Note exchangeable for:
 - Definitive Notes
 - Definitive Notes and Collective Global Notes
- Intended to be held in a manner which would allow Eurosystem eligibility (in new global note form (NGN))

Definitive Notes

No

- Other

Certain Definitions

Clearing System

- Clearstream Banking AG, Frankfurt
Börsenplatz 7-11
D-60313 Frankfurt am Main
- Euroclear Bank S.A./N.V. (Euroclear Operator)
1 Boulevard du Roi Albert II
B-1210 Brussels
- Clearstream Banking, société anonyme, Luxembourg
42 Avenue JF Kennedy
L-1855 Luxembourg
- Other - specify

Relevant Financial Centres

Mexico

Calculation Agent

Yes

- Fiscal Agent
- Other (specify)

STATUS, TRUSTEE, DECLARATION OF UNDERTAKING (§ 2)

Status

Unsubordinated

INTEREST (§ 3)

- Fixed Rate Notes**

Rate of Interest and Interest Payment Dates

Rate of Interest	7.75% per cent. per annum payable semi-annually in arrear.
Interest Commencement Date	June 8, 2007
Fixed Interest Date(s)	On June 8 and December 8, in each year subject to adjustment in accordance with the Modified Following Business Day Convention.
First Interest Payment Date	December 8, 2007 subject to adjustment in accordance with the Modified Following Business Day Convention.
Initial Broken Amount(s) (per denomination)	Not Applicable
Fixed Interest Date preceding the Maturity Date	December 8, 2010 subject to adjustment in accordance with the Modified Following Business Day Convention.
Final Broken Amount(s) (per denomination)	Not Applicable

Floating Rate Notes other than Constant Maturity Swap Floating Rate Notes

Rate of Interest and Interest Payment Dates

- Constant Maturity Swap Floating Rate Notes**
- Other structured Floating Rate Notes**
- Constant Maturity Swap Spread-Linked Notes**
(set forth details in full here (including but not limited interest period(s), interest date(s), fixed initial rate(s) of interest, formula/calculation of variable interest rate(s), description of CMS-rate, determination, market and settlement disruption, fall back provisions, determination dates)
- Others (specify)**
- Zero Coupon Notes**
- Dual Currency Notes**
(set forth details in full here (including, but not limited to, exchange rate(s) or basis for calculating exchange rate(s) to determine principal and/or interest/fall back provisions))
- Index-Linked Interest Notes**
(set forth details in full here (including, but not limited to, Index, an indication where information about the past and the further performance of the Index and its volatility can be found, formula for calculating interest amount, a description of any market disruption or settlement disruption events that affect the underlying and fall back provisions))
- Instalment Notes**
(set forth details in full here)
- Other (specify)**

Day Count Fraction

- Actual/Actual (ICMA)
- 30/360
- Actual / Actual (Actual/365)
- Actual/365 (Fixed)
- Actual/360
- 30/360 or 360/360 (Bond Basis)
- 30E/360 (Eurobond Basis)

Adjustment

Interest amount shall be

- adjusted
- unadjusted

PAYMENTS (§ 4)

Payment Business Day

Business Day Convention

- Modified Following Business Day Convention
- FRN Convention (specify period(s))
- Following Business Day Convention
- Preceding Business Day Convention

Relevant Financial Centre(s) (specify all) Mexico

REDEMPTION (§ 5)

Final Redemption

Notes other than Instalment Notes

Maturity Date June 8, 2011

Redemption Month June

Final Redemption Amount MXN 1,000,000,000

- Principal Amount
- Final Redemption Amount (per Specified Denomination) MXN 100,000
- Index-Linked Redemption Notes**
(set forth details in full here (including, but not limited to, Index, an indication where information about the past and the further performance of the Index and its volatility can be found, formula for calculating redemption amount, a description of any market disruption or settlement disruption events that affect the underlying and fall back provisions))
- Other (specify)

Instalment Notes

Instalment Date(s)

Instalment Amounts

Early Redemption

Optional Early Redemption for Taxation Reasons

In accordance with condition 5.

Early Redemption at the Option of the Issuer

Minimum Redemption Amount

Higher Redemption Amount

Call Redemption Date(s)

Call Redemption Amount(s)

Minimum Notice to Noteholders

Maximum Notice to Noteholders

Early Redemption at the Option of a Noteholder

Put Redemption Date(s)

Put Redemption Amount(s)

Minimum Notice to Issuer

Maximum Notice to Issuer (never more than 60 days)

Early Redemption Amount

In accordance with condition 5

PRINCIPLE PAYING AGENT, AND PAYING AGENTS AND CALCULATION AGENT (§ 6)

Calculation Agent/specified office

Required location of Calculation Agent (specify)

London

Principal Paying Agent

Citibank, N.A.

Additional Paying Agent(s)/specified office(s)

NOTICES (§ 12)

Applicable

Place and medium of publication

Luxembourg (d'Wort)

Luxembourg (Tageblatt)

Germany (Börsen-Zeitung)

Germany (Federal Gazette)

London (Financial Times)

- France (La Tribune) (imes)
- Switzerland (Neue Zürcher Zeitung und Le Temps)
- Internet address www.bourse.lu
- Clearing System (if possible)
- Other (specify)

Governing Law **German Law**

II.2 ADDITIONAL DISCLOSURE REQUIREMENTS RELATED TO DEBT SECURITIES WITH A DENOMINATION PER UNIT OF AT LEAST EURO 50,000

A. RISK FACTORS As specified in the Prospectus

B. KEY INFORMATION

Material Interests of natural and legal persons involved in the issue/offer None

C. INFORMATION CONCERNING THE NOTES TO BE ADMITTED TO TRADING

Securities Identification Numbers

- Common Code 30421485
- ISIN Code XS0304214850
- German Securities Code
- Any other securities number

Yield on issue price 7.75%

Method of Distribution

- Non-Syndicated
- Syndicated

Management Details

Dealer/Management Group (specify) CALYON, 9 Quai du Président Paul Doumer – 92920 Paris La Défense - France

Expenses

Listing Expenses (specify) EUR 2,400

Other (specify)

Stabilising Manager None

Stabilisation Period

D. ADMISSION TO TRADING AND DEALING ARRANGEMENTS

Listing(s) and admission to trading Yes

- Luxembourg
 - regulated market
 - EuroMTF
 - Other (insert details)

An application for listing the Notes to trade on the International Quotation System (*Sistema Internacional de Cotizaciones* or "SIC") has been filed with the Mexican Stock Exchange (*Bolsa Mexicana de Valores, S.A. de C.V.*). There can be no assurance that any such listing will be granted or maintained.

E. ADDITIONAL INFORMATION

Post issuance information relating to an underlying Not applicable

II./3 ADDITIONAL INFORMATION RELATED TO ALL NOTES

Supplemental Tax Disclosure (specify) Not applicable

Selling Restrictions

- TEFRA C
- TEFRA D
- Neither TEFRA C nor TEFRA D

Additional selling restrictions (specify)

The Notes have not been registered in the Mexican National Securities Registry (Registro Nacional de Valores), and therefore they are not the subject of a public offer in Mexico. Intermediation of the Notes in Mexico is subject to the restrictions of the Mexican Securities Market Law. Any investor of Mexican nationality that purchases these Notes will do so under its own responsibility.

The information contained in these Final Terms is the exclusive responsibility of the Issuer (other than the information relating to the Issuer's ratings as published by Moody's and Standard & Poor's) and has not been reviewed by the National Banking and Securities Commission of Mexico (*Comisión Nacional Bancaria y de Valores*).

Rating Not applicable

Moody's A1

Standard & Poor's A+

Trade Date: June 4, 2007

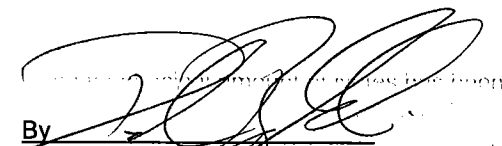
The aggregate principal amount of Notes has been translated into EUR at the rate of MXN 14.4872 = 1 EUR determined at the Trade Date as provided by the Issuer according to the ECB reference rate, producing the sum of: EUR 69,026,451

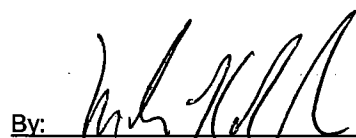
Listing:

The above Final Terms comprises the details required to list this issue of Notes under the Euro 20,000,000,000 Euro Medium Term Note Programme of Bayerische Motoren Werke Aktiengesellschaft, BMW Finance N.V., BMW US Capital, LLC, BMW Coordination Center V.O.F., BMW Australia Finance Limited, BMW (UK) Capital plc and BMW Japan Finance Corp., as approved by the Commission (as from June 8, 2007).

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

Signed on behalf of the Issuer

By: 
Duly authorised

By: 
Duly authorised

ANNEX OF THESE FINAL TERMS

Settlement Disruption Event and Fallback Provisions

All payments in respect of the Notes will be made in MXN, subject to the occurrence of a Settlement Disruption Event (as defined below) and will in all cases be subject to any fiscal or other laws and regulations applicable thereto.

If the Calculation Agent (as defined below) determines (in its sole discretion acting in good faith and in a commercially reasonable manner) that a Settlement Disruption Event has occurred or is subsisting during the Determination Period (as defined below):

- A. The Calculation Agent shall notify the Issuer and the Agent of its determination as soon as practicable after making such determination (but in no event later than two (2) Business Day thereafter) whereupon the Agent shall as soon as practicable thereafter (but in no event later than two (2) Business Day after receipt of the aforementioned notice from the Calculation Agent) notify the Noteholders thereof, and;
- B. Noteholders will not be entitled to any amounts in respect of the Notes until the earlier to occur of (i) the day falling two Business Days after the day on which the Issuer is notified by the Calculation Agent that a Settlement Disruption Event no longer subsists and (ii) the Postponed Interest payment Date (as defined below), the Postponed Maturity Date (as defined below), or the Postponed Early Redemption Date (as defined below), as the case may be.

If any amount is to be paid on a Postponed Interest payment Date, Postponed Maturity Date or Postponed Early Redemption Date (as the case may be), payment shall instead be made in United States Dollars ("USD") and shall be calculated by the Calculation Agent (and promptly notified to the Agent (but in no event later than one Business Day before the Postponed Interest payment Date, Postponed Maturity Date or Postponed Early Redemption Date (as the case may be)) in an amount per Specified Denomination which shall be equal to the greater of zero and the amount produced by the following provisions, such amount to be rounded to the nearest whole cent (with 0.5 cent being rounded upwards):

[Relevant MXN Amount + Exchange Rate]

For the avoidance of doubt, no additional amounts shall be payable by the Issuer in respect of any delay in payment resulting from the operation of the provisions of this paragraph.

For the purposes of these provisions:

"Business Day" means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in Mexico.

"Calculation Agent" means CALYON.

"Determination Period" for the purpose of this paragraph, means (i) in relation to any Interest payment Date, the period which falls between five and three Business Days (inclusive) preceding any relevant Fixed Interest Payment Date; (ii) in relation to the Maturity Date, the period which falls between five and three Business Days (inclusive) preceding the Maturity Date; and (iii) in relation to any Early Redemption Date (as defined above), the period which falls between five and three

Business Days (inclusive) preceding any Early Redemption Date, as the case may be.

“Exchange Rate” means the average of such firm quotes (expressed in MXN per 1 USD) as the Calculation Agent is able to obtain from the Reference Dealers (as defined below) for the sale of MXN and the purchase of USD, on the day falling two Business Days prior to the Postponed Interest payment Date, Postponed Early Redemption Date (if any) or the Postponed Maturity Date (as the case may be). The highest and lowest of such quotes will be disregarded and the arithmetic mean of the remaining quotations shall be the Exchange Rate, provided, however, that if fewer than four (but at least two) Reference Dealers provide such a firm quote then the average of the quotes actually obtained shall apply. If only one Reference Dealer provides a firm quote then such quote shall apply, and if no Reference Dealer provides such a firm quote, then the Calculation Agent, acting in good faith and in a commercially reasonable manner, shall establish the Exchange Rate in its sole discretion, which may result in an exchange rate of zero;

“Postponed Interest payment Date” means the tenth Business Day following the originally scheduled Interest payment Date;

“Postponed Early Redemption Date” means the tenth Business Day following the Early Redemption Date (if any).

“Postponed Maturity Date” means the tenth Business Day following the originally scheduled Maturity Date;

“Reference Dealers” means five leading dealers, banks or banking corporations, which deal in the MXN/USD exchange market, selected by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner;

“Relevant MXN Amount” means the MXN amount per Specified Denomination which would have been payable on the relevant date if the Settlement Disruption Event had not occurred; and

“Settlement Disruption Event” means, as determined by the Calculation Agent in its sole discretion acting in good faith and in a commercially reasonable manner, the imposition of laws or regulations by the Central Banking Authority or other legislative, governmental or regulatory authority of the United Mexican States which (a) require non-residents of the United Mexican States to obtain permission from such Central Banking Authority or other authority to obtain MXN, or (b) otherwise restrict a non-resident’s ability to obtain MXN or (c) otherwise regulate the purchase or holding of MXN such that costs are imposed in obtaining MXN which would not be imposed in the absence of such regulations, or (d) has the direct or indirect effect of hindering, limiting or restricting the transfer of MXN from the United Mexican States to recipients resident in another country.