

**FONCAIXA HIPOTECARIO 10,
ASSET SECURITISATION FUND**

**SECURITISATION BOND ISSUE
1,512,000,000 EUROS**

SERIES	ISSUE AMOUNT	Moody's	S&P	COUPON
Series A	1,458,000,000 euros	Aaa	AAA	Euribor 3m +0.10%
Series B	30,000,000 euros	Aa3	AA-	Euribor 3m +0.25%
Series C	12,000,000 euros	Baa2	BBB	Euribor 3m +0.50%
Series D	12,000,000 euros	C	CCC-	Euribor 3m +1.50%

BACKED BY SECOND DRAWDOWNS GRANTED AND ADMINISTERED BY



LEAD MANAGER



UNDERWRITER AND PLACEMENT AGENT



PAYING AGENT

Caixa d'Estalvis i Pensions de Barcelona

FUND FORMED AND ADMINISTERED BY

GestiCaixa, S.G.F.T., S.A.

**Prospectus recorded in the official registers of the National Securities Market
Commission on 22 May 2007**

CONTENTS

RISK FACTORS.....	7
I. Risks derived from the legal nature and activity of the Issuer	7
ii. Risks derived from the securities.....	8
iii. Risks derived from the assets endorsing the issue.....	9
SECURITISATION BOND REGISTRATION DOCUMENT	11
1. RESPONSIBLE PERSONS.....	11
1.1 Persons responsible for the information included in the registration document	11
1.2 Declaration of the persons responsible for the content of the registration document.	11
2. ACCOUNTS AUDITORS	11
2.1 Fund auditors	11
2.2 Accounting criteria used by the Fund	12
3. RISK FACTORS.....	12
4. INFORMATION ABOUT THE ISSUER.....	13
4.1 Declaration that the Issuer is constituted as a securitisation Fund	13
4.2 Legal and professional name of the Issuer	13
4.3. Place of registration of the Issuer and registration number.....	13
4.4. Date of constitution and period of activity of the Issuer.....	13
4.5. Registered address, legal personality and legislation applicable to the Issuer.....	18
4.6. Capital authorised and issued by the Issuer	19
5. DESCRIPTION OF THE COMPANY.....	19
5.1 Brief description of the main activities of the Issuer	19
5.2 General description of the parties of the securitisation programme	20
6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES	22
6.1 Constitution and entry in the commercial register	22
6.2 Accounts auditing	23
6.3 Main activities	23
6.4. Share capital and own capital	25
6.5 Existence or not of holdings in other companies	25
6.6 Administrative, management and supervisory bodies	25
6.7 Main activities of the persons cited in the preceding section 6.6 performed outside the Fund Manager, if of importance with respect to the Fund.....	26
6.8 Lenders of the Fund Manager for more than 10 percent.....	27
6.9 Litigation involving the Fund Manager.....	27

7. MAIN SHAREHOLDERS	27
7.1 Declaration on the direct or indirect ownership of the Fund Manager or whether it is under control.....	27
8. FINANCIAL INFORMATION PERTAINING TO THE ASSETS AND RESPONSIBILITIES OF THE ISSUER, THE FINANCIAL POSITION AND PROFITS AND LOSSES.....	28
8.1 Declaration on the start of operations and financial statements of the Issuer prior to the date of the registration document	28
8.2 Historical financial information when an Issuer may have initiated operations and financial statements have been made.....	28
8.2. Bis historical financial information for issues of securities with an individual denomination equal to or greater than 50,000 euros	29
8.3 Legal and arbitration proceedings.....	29
8.4 Significant adverse change in the financial position of the Issuer	29
9. INFORMATION FROM THIRD PARTIES, DECLARATIONS BY EXPERTS AND DECLARATIONS OF INTEREST	29
9.1 Declaration or report attributed to a person in the capacity of an expert.	29
9.2 Information from third parties.....	29
10. DOCUMENTS FOR CONSULTATION.....	30
SECURITIES NOTE.....	31
1. RESPONSIBLE PERSONS.....	31
1.1 Persons responsible for the information included in the securities note	31
1.2 Declaration of the persons responsible for the content of the securities note.....	31
2. RISK FACTORS OF THE SECURITIES.....	31
2.1 Risk factors linked to the securities and to the assets.....	31
3. BASIC INFORMATION	32
3.1 Interest of the natural persons and legal bodies participating in the offer.	32
4. INFORMATION PERTAINING TO THE SECURITIES TO BE OFFERED AND ADMITTED FOR TRADING.....	32
4.1 Total amount of the securities.....	32
4.2 Description of the type and class of securities	34
4.3 Legislation according to which the securities are created.....	34
4.4 Indication if the securities are personal or payable to the bearer and if they are in the form of certificates or book entries.	35
4.5 Currency of the issue	35
4.6 Classification of the securities according to subordination	35
4.7 Description of the rights linked to the securities	36
4.8 Nominal interest rate and provisions pertaining to the payment of interest.....	37
4.9 Maturity date and amortisation of the securities.....	42

4.10	Indication of the return.....	45
4.11	Representation of the securities holders	53
4.12	Resolutions, authorisations and approvals for issuing the securities.....	53
4.13	Issue date of the securities.....	54
4.14	Restrictions on free transferability of securities.....	55
5.	RESOLUTIONS OF ADMISSION TO TRADING AND NEGOTIATION.....	56
5.1	Market in which the securities shall be traded.....	56
5.2	Paying Agent and depository entities.....	57
6.	FUND EXPENSES.....	60
7.	ADDITIONAL INFORMATION	61
7.1	Declaration of the capacity whereby the advisors related to the issue have acted, who are mentioned in the securities note	61
7.2	Other information of the securities note that has been audited or reviewed by auditors	61
7.3	Declaration or report attributed to a person in the capacity of an expert.	61
7.4	Information from third parties.....	61
7.5	Solvency rating assigned to the securities by the ratings agencies	62

ADDENDUM TO THE SECURITIES NOTE.....65

1.	SECURITIES.....	65
1.1	Minimum denomination of the issue	65
1.2	Confirmation that the information on a company or debtor not participating in the issue has been reproduced.	65
2.	UNDERLYING ASSETS.....	65
2.1	Confirmation on the capacity of the securitised assets to produce Funds payable on the securities.	65
2.2	Assets supporting the Bond Issue	66
2.3	Actively managed assets backing the issue	90
2.4	Declaration on whether the Issuer proposes issuing new securities backed by the same assets and description of how the holder of that Series will be informed.....	90
3.	STRUCTURE AND TREASURY.....	90
3.1	Description of the operation structure, including a diagram where necessary.	91
3.2	Description of the entities that are taking part in the issue and the functions they must perform	92
3.3	Description of the method and date of the sale, transfer, novation or assignment of the assets or any obligation and/or right to the assets to the Issuer.	93
3.4	Explanation of the flow of Funds	99
3.5	name, address and significant economic activities of the Assignor of the securitised assets.....	119
3.6	Yield and/or return on securities related to others that are not the Assignor's assets.....	122

3.7	Servicer, calculation agent or similar	122
3.8	Name, address and brief description of any counterparty for swap, credit, liquidity or account operations.....	140
4.	POST ISSUE INFORMATION	141
4.1	Obligations and periods for making periodic financial-economic information on the Fund available to the public and for presentation to the national securities market commission.	141
GLOSSARY OF DEFINITIONS		146

This document constitutes the Prospectus (hereinafter the "*Prospectus*") on the FONCAIXA HIPOTECARIO 10, FTA securitisation Fund (hereinafter, the "*Fund*"), approved and registered with the National Securities Market Commission, pursuant to the provisions in Commission Regulation (EC) No. 809/2004 of 29 April 2004 (hereinafter, "*Regulation 809/2004*"), which comprises:

1. A description of the main risk factors linked to the issue, to the securities and to the assets that endorse the issue (hereinafter, the "*Risk Factors*");
2. A registration document of securitisation securities, prepared in accordance with the scheme provided for in Appendix VII of Regulation 809/2004 (hereinafter, the "*Registration Document*");
3. A securities note, prepared in accordance with the scheme provided for in Appendix XIII of Regulation 809/2004 (hereinafter, the "*Securities Note*");
4. An Addendum to the Securities Note prepared in accordance with the Addendum provided for in Appendix VIII of Regulation 809/2004 (hereinafter, the "*Supplemental Addendum*"); and
5. A glossary of definitions of the terms used in this Prospectus (hereinafter, the "*Glossary of Definitions*").

RISK FACTORS

I. RISKS DERIVED FROM THE LEGAL NATURE AND ACTIVITY OF THE ISSUER

a) Nature of the Fund and obligations of the Fund Manager.

The Fund constitutes separate and closed financial assets without legal personality that, pursuant to Royal Decree 926/1998 of 14 May (hereinafter Royal Decree 926/1998), is managed by a securitisation Fund management company. The Fund will only respond to its obligations to its creditors from its assets.

GestiCaixa, S.G.F.T., S.A. (the “**Fund Manager**”) shall perform those functions for the Fund assigned to it in Royal Decree 926/1998, as well as defend the interests of the bondholders as the manager of the businesses of third parties, and there is no bondholder syndicate. Thus, the capacity to defend the interests of the Bondholders shall depend on the means of the Fund Manager.

b) Compulsory Substitution of the Fund Manager

Pursuant to Article 19 of Royal Decree 926/1998, when a Fund Manager has been declared in bankruptcy, it shall proceed to find a Fund Manager to replace it. In this case, whenever four (4) months have passed since the determining event of substitution and a new Fund Manager has not been found that is willing to undertake the management, then a Clean-up Call shall be exercised and the securities issued against the Fund will be amortised early, in accordance with the provisions in the Deed of Constitution and in this Prospectus.

c) Limitation of actions against the Fund Manager

The bondholders and all other ordinary creditors of the Fund shall not be entitled to any action against the Fund Manager, except for breach of its duties or the failure to observe the provisions set forth in the Deed of Constitution and in this Prospectus.

d) Applicability of Bankruptcy Act

In the event of the bankruptcy of “la Caixa” as the Assignor of the Second Drawdowns and Issuer of the Mortgage Transfer Certificates, the assets belonging to the Fund, except for money due to its nature as a consumable good, which existed in “la Caixa’s” assets at the time of bankruptcy would be under the ownership of the Fund and would become available to it under the terms of Articles 80 and 81 of the Bankruptcy Act 20/2003 of 9 July (hereinafter, the “*Bankruptcy Act*”).

The aforementioned notwithstanding, both the Prospectus and the Deed of Constitution provide certain mechanisms for alleviating the aforementioned effects in relation to money, due to its nature as a consumable good.

In order to mitigate the consequences that such a bankruptcy declaration by the Assignor could have on the rights of the Fund, in particular according to the terms of Article 1527 of the Civil Code, Section 3.3.1 of the Addendum provides that *“in the event of bankruptcy or indications of the same, of intervention by the Bank of Spain, of liquidation or replacement of the Servicer or because the Fund Manager deems it to be reasonably justified, the latter may require that the Servicer notify the Obligors of the transmission to the Fund of the Second Drawdowns pending redemption, and notify that the payments of the same shall only be fully discharged if they are made into the Treasury Account opened on behalf of the Fund”*.

Likewise, and for the same reason of alleviating the stated risk, certain mechanisms have been provided which are described in Sections 3.4.4.1 (Treasury Account), 3.4.5 (Collection by the Fund of payments pertaining to assets) and 3.7.2.1 (Collection Management) of the Addendum.

In the event of the bankruptcy of the Fund Manager, the latter shall be replaced by another Fund Manager pursuant to the provisions in Article 19 of Royal Decree 926/1998.

The structure of the asset securitisation operation in question does not allow, with the exception of non-fulfilment by the parties, the existence of cash amounts that could be integrated into the total assets of the Fund Manager, given that the amounts corresponding to income of the Fund must be deposited, under the terms stipulated in this Prospectus, into the accounts opened on behalf of the Fund by the Fund Manager (which participates in opening said accounts, not as the simple agent, but as legal representative of the same), whereby the Fund shall be entitled to the right of separation in this regard, under the terms stipulated in Articles 80 and 81 of the Bankruptcy Act.

The aforementioned notwithstanding, the bankruptcy of any of the parties (whether “la Caixa”, the Fund Manager or any other counterpart entity of the Fund) could affect their contractual relationships with the Fund.

II. RISKS DERIVED FROM THE SECURITIES

a) Liquidity

There is no guarantee that Bonds shall be traded with a minimum volume or frequency in the market.

No agreement has been entered into that any entity shall intervene in second trading, giving liquidity to the Bonds through counterparty offers.

Moreover, under no circumstances shall the Fund be permitted to purchase back the Bonds from their holders, although they can be amortised ahead of schedule in their entirety in the case of a Clean-up Call for the Fund, according to the terms set forth in Section 4.4.3 of the Registration Document.

b) Performance

The calculation of return (Internal Rate of Return or IRR) for the Bonds of each Series, which is included in Section 4.10 of the Securities Note, is subject to the future interest rates of the market, given the variable nature of the nominal interest rate of each Series.

c) Duration

The calculation of the average life and the duration of the Bonds of each Series, which is included in Section 4.10 of the Securities Note, is subject, among other things, to the hypothesis of early amortisation rates and delinquency of the Second Drawdowns that may not come about. Settlement of the early amortisation fee for the Second Drawdowns is influenced by a variety of economic and social factors. These include market interest rates, the financial situation of the obligors, and the general level of economic activity, all of which make predictions difficult.

d) Default interest

Under no circumstances shall the existence of arrears in the payment of interest or the redemption of the principal to the bondholders give rise to the accrual of default interest in their favour.

e) Non-confirmation of the ratings

Non-confirmation of the provisional ratings for the Bonds issued by the Ratings Agency before the start of the subscription period shall constitute foreclosure of the constitution of the Fund for assignment of Second Drawdowns via mortgage transfer certificates and emission of Bonds.

III. RISKS DERIVED FROM THE ASSETS ENDORSING THE ISSUE

a) Default risk for the Second Drawdowns

The holders of the Bonds issued against the Fund will run the risk of non-payment of any amount drawn down under the credits from which the Second Drawdowns pooled into the Fund are derived, due to the fact that all drawdowns have the same rank, priority and Cash Flow Waterfall (*pari passu*). However, credit improvement measures have been established in part 3.4.2.1 of the Addendum.

“la Caixa, as the Assignor, does not accept any liability for default by the obligors, whether of the principal, interest or any other amount that they may owe in relation to the Second Drawdowns. “la Caixa”, in accordance with Article 348 of the Commercial Code, shall answer to the Fund exclusively regarding the existence and legitimacy of the Second Drawdowns, as well as for the status whereby it makes the assignment.

“la Caixa” shall in no other way assume the liability of directly or indirectly guaranteeing the success of the operation, nor provide guaranties or endorsements, or enter into buyback agreements for the Second Drawdowns, except for the commitments included in

Sections 2.2.9 and 3.7.2 of the Addendum pertaining to the substitution of the Second Drawdowns that may not comply with the provisions of Section 2.2.8 of the Addendum.

In the event of execution, all amounts payable to “la Caixa” for the Second Drawdowns and their accessory rights pooled into the Fund shall correspond to the Fund, as the holder of the mortgage transfer certificates, but only in proportion to the underlying Second Drawdowns. This proportional distribution shall also include the new drawdowns of credit after the formation of the Fund that may exist at the time of execution.

The Bonds issued by the Fund do not represent or constitute any obligation for “la Caixa” or for the management company. There are no guarantees granted by any public or private entity, including “la Caixa”, the Fund Manager, or any other company affiliated with or owned by any of the foregoing.

b) Limited protection

Investment in the Bonds may be affected by a deterioration in global economic conditions that may have a negative effect on the Second Drawdowns that support the issue of the Bonds.

In the event that defaults on the initial drawdowns reach high levels, the limited protection against losses in the portfolio of Second Drawdowns could be reduced or even depleted entirely, a protection that applies to the Bonds of each Series separately as a result of the improved credit operations described in Section 3.4.2 of the Addendum.

The degree of subordination in the payment of interest and redemption of the principal between the Bonds of different Series, which is derived from the Cash Flow Waterfall and the Cash Flow Waterfall for settlement of the Fund, constitutes a differentiated measure of protection between the different Series.

c) Risk of default on the Second Drawdowns

The Second Drawdowns in the Fund shall be amortised early when the obligors make early payment of part of the capital pending maturity of the Second Drawdowns.

The risk of early amortisation shall be transferred quarterly, on each Payment Date, to the bondholders by means of partial amortisation of the same in accordance with the provisions in the distribution rules of the Funds available for amortisation included in Section 4.9.4 of the Securities Note.

SECURITISATION BOND REGISTRATION DOCUMENT
(Appendix VII of EC Commission Regulation (EC) No. 809/2004)

1. RESPONSIBLE PERSONS

1.1 PERSONS RESPONSIBLE FOR THE INFORMATION INCLUDED IN THE REGISTRATION DOCUMENT

- 1.1.1 Mr Xavier Jaumandreu Patxot, acting on behalf of and representing GESTICAIXA, S.G.F.T., S.A., assumes responsibility for the content of this Registration Document.

Mr Xavier Jaumandreu Patxot acts in his capacity as Director General of the Fund Manager by virtue of the powers conferred by the Board of Directors at its meeting on 29 June 2001. Furthermore, with regard to constitution of the Fund, he acts by virtue of the powers awarded to him by the Board of Directors at its meeting on 20 March 2007.

1.2 DECLARATION OF THE PERSONS RESPONSIBLE FOR THE CONTENT OF THE REGISTRATION DOCUMENT.

- 1.2.1 Mr Xavier Jaumandreu Patxot hereby declares that the information contained in this Registration Document is, to the best of his knowledge and after executing the reasonable diligence to ensure that it is as stated, compliant with the facts and does not suffer from any omission that could affect the content thereof.

2. ACCOUNTS AUDITORS

2.1 FUND AUDITORS

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

During the length of activity, the annual accounts of the Fund shall be subject to annual verification and revision by financial auditors. The annual accounts of the Fund and the auditors' report shall be deposited in the Commercial Register and the CNMV.

The Board of Directors of the Fund Manager, in its meeting on 20 March 2007, appointed Deloitte, S.L. as the Fund auditors for a period of 3 years, to include financial years 2007, 2008 and 2009. It has its registered office at Plaza Pablo Ruiz Picasso, num.1, 28020 Madrid, Spain and has Corporate Tax Code B-79104469, registered in the Commercial Register in Madrid, Volume 13,650, Sheet 188, Section 8, Page M-54414, as well as in the R.O.A.C. [*Official Register of Auditors*] with number S0692. The Board of Directors of the Fund Manager shall inform the CNMV, the Rating Agencies and the holders of the Bonds of any change that may occur regarding appointment of the auditors.

2.2 ACCOUNTING CRITERIA USED BY THE FUND

Income and expenses shall be recognised by the Fund according to the accrual principle, that is, based on the actual flow that said income and expenses represent, regardless of when collection or payment takes place.

The Initial Expenses of the Fund and expenses arising from issuing the Bonds shall be financed through a loan for Initial Expenses that shall be amortised quarterly by the amount that said Initial Expenses would be amortised in accordance with the official accounting principles of the Fund, and in any event over a maximum term of five (5) years from constitution of the Fund and in accordance with accounting and tax legislation in force at the time, as long as the Fund has sufficient liquidity in accordance with the Cash Flow Waterfall in Section 3.4.6 of the Addendum.

The financial year of the Fund shall coincide with the calendar year. However, and as an exception, the first financial year shall start on the date of constitution of the Fund, and the last financial year shall end on the date of extinction of the Fund.

3. RISK FACTORS

The risk factors linked to the securities are described in the previous Section, "Risk Factors", of this Prospectus.

4. INFORMATION ABOUT THE ISSUER

4.1 DECLARATION THAT THE ISSUER IS CONSTITUTED AS A SECURITISATION FUND

The Issuer is an asset securitisation Fund and shall be constituted in accordance with Spanish legislation, for the purpose of issuing the securities referred to in the Securities Note and the acquisition of the Second Drawdowns.

4.2 LEGAL AND PROFESSIONAL NAME OF THE ISSUER

The name of the Fund is "FONCAIXA HIPOTECARIO 10, FONDO DE TITULIZACIÓN DE ACTIVOS". The Fund may use the abbreviated name of Foncaixa Hipotecario 10, F.T.A. or Foncaixa Hipotecario 10, FTA.

4.3. PLACE OF REGISTRATION OF THE ISSUER AND REGISTRATION NUMBER

The place of registration of the Fund is at the CNMV in Spain . The Fund has been entered in the Official Registers of the CNMV on 22 May 2007.

Commercial Register

It is hereby made known that neither the constitution of the Fund nor the Bonds that are issued against its assets shall be the object of registration in the Companies Register, in accordance with the discretionary power contained in Article 5.4 of Royal Decree 926/1998.

4.4. DATE OF CONSTITUTION AND PERIOD OF ACTIVITY OF THE ISSUER

4.4.1 Fund Constitution Date

The Fund Manager, together with Caixa d'Estalvis i Pensions de Barcelona as the Assignor of the Second Drawdowns, shall proceed to execute the Deed of Constitution of FONCAIXA HIPOTECARIO 10, FONDO DE TITULIZACIÓN DE ACTIVOS on 24 May 2007, assigned by "la Caixa" to the Fund of Second Drawdowns through the issue of mortgage transfer certificates and the issue of securitisation Bonds by the Fund, under the terms set forth in Article 6 of Royal Decree 926/1998.

The Fund Manager hereby states that the content of the Deed of Constitution shall coincide with the preliminary draft of the Deed of Constitution that it submitted to the CNMV, and

in no case shall the terms of the Deed of Constitution contradict, modify, alter or invalidate the regulations contained in this Prospectus.

The Deed of Constitution may not be altered, barring exceptional circumstances, where this is allowed in accordance with the legislation in force and the stipulations contained in regulations. Any such actions shall be notified in advance by the Fund Manager to the CNMV or another competent administrative body or the Rating Agencies, and authorisation shall be obtained in advance where necessary and such actions may not jeopardise the rights of the bondholders or bond ratings issued by the Rating Agencies. A modification of the Deed of Constitution shall be communicated by the Fund Manager to the CNMV and to the Ratings Agencies. The Deed of Constitution may also be subject to amendment at the request of the CNMV.

4.4.2 Activity period of the Fund

The Fund's activity shall start on the day the Deed of Constitution is executed (24 May 2007) and shall end on the Statutory Maturity Date of the Fund.

The duration of the Fund shall be until 1 April 2050, the statutory maturity date, or, if this date is not a Business Day, the following Business Day, unless early liquidation occurred previously as foreseen in Section 4.4.3 of this Registration Document or any of the events described in Section 4.4.4 of this Registration Document.

4.4.3 Clean-up Call for the Fund.

The Fund Manager, subject to notification to the CNMV, shall be authorised to proceed on a Payment Date with a Clean-up Call for the Fund and hence the early amortisation and extinction of the Fund for the entirety of the Bonds issue under any of the following events of early liquidation:

Clean-up calls

- (i) Whenever the amount of the Outstanding Balance of the Second Drawdowns is less than 10 percent of the Initial Balance of the Second Drawdowns on the Formation Date of the Fund, pursuant to the authorisation set forth in Article 5.3 of Law 19/1992, and provided that the sale of the Second Drawdowns pending amortisation allows the pending obligations with the bondholders to be cancelled in full while respecting the prior payments to the latter whose Cash Flow Waterfall of liquidation may be preferential and the necessary authorisations to do so have been obtained from the competent authorities.
- (ii) Whenever a substantial alteration occurs or the financial balance of the Fund required by article 5.6 of Law 19/1992 is substantially altered due to an event or circumstance unrelated

to or not due to the development of the Fund itself. This includes circumstances such as changes to regulations or supplementary legislative developments, the establishment of withholding obligations, or other situations that could permanently affect the financial equilibrium of the Fund. In such an event and after informing the CNMV, the Fund Manager may proceed with the orderly liquidation of the Fund pursuant to the terms set forth in the Deed of Constitution and in this Registration Document.

- (iii) As a mandatory requirement, in the event that the Fund Manager is declared in suspension of payments or bankruptcy, and once the statutory period established for that purpose has elapsed or, in default thereof, after four months, without a new Fund Manager having been appointed, in accordance with the provisions in Section 3.7.1.2 of the Addendum.
- (iv) Whenever non-payment occurs and which may be indicative of a serious and permanent lack of stability regarding any of the Bonds issued or regarding any unsubordinated credit, or it is foreseeable that this will occur.
- (v) Whenever thirty (30) months have elapsed from the last maturity date of the Second Drawdowns, even though there may still be amounts due and pending collection. Nevertheless, the statutory maturity date of the Fund shall be when thirty-six (36) months have elapsed from the last maturity date of the Second Drawdowns.

For the purposes of this section, the outstanding principal of the Bonds on the date of the Clean-up Call for the Fund shall be understood as a payment obligation deriving from the Bonds plus the accrued interest outstanding as of that date, less any tax retention, which for all legal purposes shall be considered due and payable on that date.

For said Clean-up Call of the Fund to proceed, the following conditions must be met:

- a) The necessary authorisations to do so have been obtained, where applicable, from the competent administrative authorities or organisations.
- b) The bondholders are notified, in the manner stipulated in the following paragraph and with advance notice of fifteen (15) Business Days, of the resolution by the Fund Manager to proceed with a Clean-up Call for the Fund. Said notification, which must be reported to the CNMV previously by publication of the prescribed act pursuant to the provisions of Article 82 of the Securities Market Act and reported to the Ratings Agencies, shall likewise be published in any other publication generally accepted by the market and which guarantees that the information is adequately disseminated with regard to time and content. This communication shall contain the description (i) of the circumstance or circumstances for proceeding with the Clean-up Call for the Fund, (ii) of the procedures for carrying it out, and (iii) of the manner to proceed in order to deal with and cancel the payment obligations

deriving from the Bonds in accordance with the Cash Flow Waterfall, as established in Section 3.4.6 of the Addendum.

In order for the Fund, via the Fund Manager, to carry out a Clean-up Call for the Fund and early maturity of the Bond Issue, the Fund Manager, on behalf of and representing the Fund, shall proceed to:

- (i) Sell the Second Drawdowns at a price which may not be less than the sum of the Outstanding Balance, plus the unpaid interest accrued on the Second Drawdowns.
- (ii) Cancel those contracts that are not necessary for the Clean-up Call for the Fund.

In the event that the preceding actions were insufficient or if Second Drawdowns or other assets remain in the Fund, the Fund Manager shall proceed to sell them, wherefore it will request an offer from at least five (5) of the entities that are the most active in purchasing and selling these assets and who, in its opinion, may give market value. The Fund Manager shall be bound to accept the best offer received for the assets for sale which, in its opinion, covers the market value of the asset in question. To mark to market the swap, the Fund Manager shall obtain any valuation reports that it deems necessary.

The Assignor shall have the right to first refusal, such that it may have preference to acquire from third parties the Second Drawdowns or other assets from them that remain in the Fund's assets, under the conditions established by the Fund Manager and in accordance with the provisions in the preceding paragraph. Wherefore, the Fund Manager shall send the Assignor a list of the assets and offers received from third parties. The Assignor may make use of the aforementioned right, with respect to all the assets offered by the Fund Manager, within ten (10) Business Days following receipt of the aforementioned notification and as long as its offer is at least equal to the best one made by other parties.

The aforementioned right to first refusal does not, in any event, involve an agreement or declaration to buy back the Second Drawdowns granted by the Assignor. In order to exercise the said right to first refusal, the Assignor shall have a period of ten (5) Business Days from the date when the Fund Manager notifies it of the conditions for disposing of the Second Drawdowns, and it must at least equal the best of the offers made by third parties.

The Fund Manager, having made the reserve for the initial extinction expenses, shall immediately use all the amounts obtained from the disposal of the Second Drawdowns of the Fund for payment of the various items in the manner, amount and in accordance with the Cash Flow Waterfall of liquidation described in Section 3.4.6 of the Addendum.

4.4.4 Extinction of the Fund

The Fund shall be extinguished in any case as a result of the following circumstances:

- (i) When all of the Second Drawdowns that it has are fully amortised.
- (ii) On total amortisation of the Bonds issued.
- (iii) At to the end of the Clean-up Call procedure.
- (iv) In any event, on the Payment Date following the date when thirty-six (36) months have elapsed from the Final Maturity Date of the Second Drawdowns, even though there may still be amounts due and unpaid, that is, on the Legal Final Maturity of the Fund.
- (v) The Fund shall also be extinguished in the event that the Rating Agencies fail to confirm as final, before the commencement of the subscription period, the ratings provisionally assigned. In this event, the Fund Manager shall terminate the constitution of the Fund, the assignment of the Second Drawdowns to the Fund and the ensuing issue and subscription of the mortgage transfer certificates used for their assignment and the Bond Issue.

The extinction of the Fund shall be reported to the CNMV as soon as it is confirmed and shall be made public through the procedure described in this section. Within one month of the occurrence of the cause of termination, the Fund Manager shall request a notarised certificate declaring that the obligations of the Fund are settled and terminated and that the Fund is extinguished. The loan for Initial Expenses shall be terminated in the event that the circumstances referenced in the preceding point (v) occur. In this event, the Assignor shall pay for the Initial Expenses.

If there is any remaining amount following the liquidation of the Fund and once all payments due to the different creditors have been made out of the Funds available for liquidation in conformity with the Cash Flow Waterfall of liquidation established in Section 3.4.6 of the Addendum, it shall be in favour of the Assignor in accordance with the conditions established by the Fund Manager.

In any event, the Fund Manager, acting on behalf of and representing the Fund, shall not proceed with the extinction of the Fund and the cancellation of its entry in the corresponding administrative registers until the settlement of the remaining assets of the Fund and the distribution of the Funds available for settlement according to the Cash Flow Waterfall of liquidation established in Section 3.4.6 of the Addendum have taken place, with the exception of the appropriate reserve to cover the final expenses of extinction and settlement of taxes, administrative or publication costs.

Once six (6) months have elapsed from the settlement of the remaining assets of the Fund and the distribution of the Funds available for settlement, the Fund Manager shall request a notarised certificate declaring (i) the extinction of the Fund, as well as the causes that

caused its extinction; (ii) the procedure followed for notifying the bondholders and the CNMV; and (iii) the distribution of the Funds available for settlement following the Cash Flow Waterfall of liquidation; this shall be announced in a national newspaper and shall comply with all other pertinent administrative procedures. Said notary document will be submitted by the Fund Manager to the CNMV.

4.5. REGISTERED ADDRESS, LEGAL PERSONALITY AND LEGISLATION APPLICABLE TO THE ISSUER

The Fund, pursuant to Article 1 of Royal Decree 926/1998, shall constitute a separate pool of assets lacking legal personality, and it shall have closed character pursuant to Article 3 of Royal Decree 926/1998. The Fund shall be managed and represented by “GestiCaixa, S.G.F.T., S.A.”, constituted as Fund Manager authorised for such purpose, and as a result thereof, for exercising the management and legal representation of the Fund by virtue of the provisions in Royal Decree 926/1998.

The registered address of the Fund shall be the same as the registered address of the Fund Manager, GestiCaixa, Sociedad Gestora de Fondos de Titulización, S.A., that is, Avenida Diagonal, 621 in Barcelona, Spain. The contact telephone number is 0034-93-404-77-94.

The FONCAIXA HIPOTECARIO 10, FONDO DE TITULIZACIÓN DE ACTIVOS Fund shall be regulated pursuant to (i) this Prospectus, drawn up in accordance with Royal Decree 1310/2005 of 4 November and Regulation (EC) No. 809/2004; (ii) the Deed of Constitution of the Fund; (iii) Royal Decree 926/1998 and its provisions; (iv) Law 19/1992 insofar as Royal Decree 926/1998 may be silent and to the extent that it may be applicable; (v) Law 25/1998 of 28 July on the Securities Market, in its final draft, as regards supervision, inspection and fines; (vi) Law 44/2002; and (vii) all other legal and regulatory provisions in force at the time that may be applicable.

4.5.1 Fiscal status of the Fund.

In accordance with the provisions of Section 2, Article 1 of Royal Decree 926/1998, Article 5.10 of Law 19/1992; Article 7.1.h) of the Revised Text of the Corporate Tax Act approved by Royal Legislative Decree 4/2004 of 5 March; Article 20.One.18 of the Law on Value Added Tax 37/1992 of 28 December; and Article 59.k of the Corporate Tax Regulation, approved by Royal Decree 1777/2004 of 30 July; and the fifth additional provision of Law 3/1994, the characteristics of the fiscal status of the Fund shall be as follows:

- 1) The constitution of the Fund shall be exempt from the mode of “corporate operations” referred to in the tax on asset transfers and documented legal acts.

- 2) The Fund shall be subject to Corporate Tax at the general tax rate in force at any given time, which is currently set at 32.5%. However, as from the financial year 2008, it is forecast that the general tax rate shall be set at 30%.
- 3) The transfer of the mortgage transfer certificates to the Fund is an operation that is subject to and exempt from value added tax.
- 4) The issue of the Bonds is exempt from value added tax and the tax on asset transfer and documented legal acts.
- 5) As regards the earnings from the mortgage transfer certificates, loans and other credit rights that could constitute income of the Fund, there shall be no obligation to withhold or make interim payments on account of corporate tax.
- 6) The Fund management and deposit services of the Fund provided by the Fund Manager are exempt from value added tax.
- 7) The information duties set forth in Law 13/985 of 25 May, on investment coefficients, own resources and information obligations of financial intermediaries, shall apply, in accordance with the amendments introduced by Law 23/2005 of 18 November, on reforms regarding tax matters for encouraging productivity, implemented in RD 2281/1998 of 23 October, which implements the provisions applicable to certain obligations to supply information to the public tax authorities and modifies the regulations for pension Funds and plans.

4.6. CAPITAL AUTHORISED AND ISSUED BY THE ISSUER

Not applicable.

5. DESCRIPTION OF THE COMPANY

5.1 BRIEF DESCRIPTION OF THE MAIN ACTIVITIES OF THE ISSUER

The activity of the Fund consists of the acquisition of a number of Second Drawdowns of Open Credit. Second Drawdowns are hereby understood as any drawdown that is not the first (hereinafter, "**Second Drawdowns**") owned by "la Caixa" and in the issue of securitisation Bonds.

All interest income and the redemption of the principal of the Second Drawdowns received by the Fund shall be assigned quarterly, on each Payment Date, to the payment of interest and redemption of the principal of the securitisation Bonds issued pursuant to the specific conditions of each one of the Series into which the Bond Issue is divided and pursuant to the priority order established for payments of the Fund.

Likewise, the Fund, represented by the Fund Manager, shall arrange a Series of financial operations and services in order to consolidate the financial structure of the Fund, to increase the security or regularity of payment of the Bonds, to cover time lags between the schedule of flows of the principal and interest of the Second Drawdowns and the schedule of the Bonds and, in general, to facilitate the financial transformation which performed with the assets of the Fund, between the financial characteristics of the Second Drawdowns and the financial characteristics of each bond Series.

5.2 GENERAL DESCRIPTION OF THE PARTIES OF THE SECURITISATION PROGRAMME

GESTICAIXA, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A.

GestiCaixa, S.G.F.T., S.A. is a securitisation Fund Manager incorporated in Spain, and is entered in the special register of the CNMV with number 7.

C.I.F (Corporate Tax Number) A-58481227 and C.N.A.E. (Classification of Economic Activity) 67100

Registered address: Avenida Diagonal, 621, 08028 Barcelona.

GestiCaixa, S.G.F.T., S.A. is entered in the Commercial Register of Barcelona, Volume 34,187, Sheet 192, Page B-50432, 14th Entry.

No credit rating has been issued to the Fund Manager.

CAIXA D'ESTALVIS I PENSIONS DE BARCELONA, "la Caixa"

Caixa d'Estalvis i Pensions de Barcelona, "la Caixa". Registered with the Special Administrative Register of the Bank of Spain under number 2100 and with the Special Register of Savings Banks of the Generalitat de Catalunya under number 1. It is an entity that is subject to supervision by the Bank of Spain and the "Departament d'Economia i Finances" (*Department of Economy and Finance*) of the Generalitat de Catalunya, and it is also registered in the Commercial Register of Barcelona, Volume 20397, Sheet 1, Page B-5614, Number 3003.

Corporate Tax Number G-58899998 and Classification of Economic Activity 65122

Registered address: Avenida Diagonal 621-629, 08028 Barcelona.

"la Caixa" acts as the Lead Manager for the purpose of Article 35.1 of Royal Decree 1310/2005 of 4 November, whereby (i) it shall undertake all actions and perform all activities of a temporary and commercial nature for the public offer of subscription to the Bond Issue; (ii) it shall coordinate with potential investors; and (iii) it shall undertake all

actions and perform all activities that, if applicable, are stipulated for Lead Managers in the Securities Note.

Ratings for short- and long-term unsubordinated and unsecured debt of "la Caixa" confirmed by the ratings agencies on 20 November by Fitch, on 13 April 2007 by Moody's and on 29 November 2006 by S&P

Ratings	Fitch	Moody's	S&P
Short term	F1+	P-1	A-1+
Long term	AA-	Aa1	AA-

DELOITTE, S.L.

Corporate Tax Number: B-79104469 and registered in the R.O.A.C. under number S0692
Registered address: Plaza Pablo Ruiz Picasso, num. 1, 28020 Madrid
Deloitte, S.L. is entered in the Commercial Registry of Madrid in Volume 13,650, Sheet 188, Section 8, Page M-54414.

MOODY'S INVESTORS SERVICE ESPAÑA, S.A.

Corporate Tax Number: A-80448475
Registered address: calle Bárbara de Braganza, 2, 28004 Madrid
Moody's Investors Service España, S.A. is entered in the Commercial Registry of Madrid in Volume 4384, Sheet 216, Section 8, Page 72712.

STANDARD & POORS ESPAÑA, S.A.

Corporate Tax Number: A-80310824
Registered address: calle Marqués de Villamejor, 5 Planta 1ª, 28006 Madrid
Standard & Poors España, S.A. is entered in the Commercial Registry of Madrid, Volume 5659, Sheet 157, Page M-92584.

CUATRECASAS ABOGADOS, S.R.L.

Corporate Tax Number: B-59942110
Registered address: Paseo de Gracia, 111, 08008 Barcelona
Cuatrecasas Abogados, S.R.L. is entered in the Commercial Registry of Barcelona in Volume 37,673, Sheet 30, Section 8, Page 23,850.

The functions of each of the above-mentioned entities are set forth in Section 3.1 of the Securities Note.

Caixa d'Estalvis i Pensions de Barcelona holds a direct or indirect share (on the basis of which control is held) of 96.4% of the share capital of GestiCaixa, S.G.F.T, S.A.

The existence of any other type of direct or indirect ownership or control between the said legal personalities that participate in the securitisation operation is not known.

6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

The administration and legal representation of the Fund corresponds to the Fund Manager, GestiCaixa, Sociedad Gestora de Fondos de Titulización, S.A., under the terms stipulated in Royal Decree 926/1998, in Law 19/1992, to the extent that Royal Decree 926/1998 may be silent and to the extent that other regulations may be applicable, as well as the terms of the Deed of Constitution.

6.1 CONSTITUTION AND ENTRY IN THE COMMERCIAL REGISTER

GestiCaixa, Sociedad Gestora de Fondos de Titulización, S.A., is a limited liability company of Spanish nationality, with corporate tax number A-58481227, incorporated by public deed before the Notary Public of Barcelona, Mr Wladimiro Gutiérrez Álvarez, on 6 November 1987 under the name "Caixa 92, S.A.", having changed its initial name to that of GestiCaixa, Compañía Gestora de Fondos de Titulización Hipotecaria, S. A. and having been transformed into a mortgage securitisation Funds Fund Manager on 6 September 1993, by means of deed authorised by the Notary Public of Barcelona, Mr Roberto Follia Camps, under number 2,129 of his records, and in conformity with the dispositions of Article six of Law 19/1992 governing the regulation of Real Estate Investment Funds and Companies and Mortgage Securitisation Funds, by virtue of the authorisation granted in the Ministerial Order dated 24 August 1994. It is entered in the Commercial Register of Barcelona, page 110,165, sheet 141, volume 9173, book 8385, Section 2, entry 1 and was adapted to the Limited Liability Companies Act by public deed before the Notary of Barcelona, Mr. Wladimiro Gutiérrez Álvarez, registered as entry 3 of page number B-50,432, sheet 143, volume 9173. On 10 June 2002, it was transformed into a Securitisation Funds Fund Manager by means of a deed authorised by the Notary of Barcelona, Mr. Joaquín Viola Tarragona, with number 424 of his records, in accordance with the Single Transitional Provision of Royal Decree 926/1998, of May 11, by which the assets securitisation Funds and the management companies of securitisation Funds are regulated, and by virtue of the authorisation of the Ministry of Economy by Ministerial Order dated 9

May 2002, having adopted as new company name that of "GestiCaixa, Compañía Gestora de Fondos de Titulización, S.A.". The deed has been entered in the Commercial Register of Barcelona, Volume 34,187, Sheet 192, Page B-50432, 14th Entry.

The duration of the Fund Manager is indefinite, except for the concurrence of any of the dissolution causes that the legal or regulatory dispositions may establish.

6.2 ACCOUNTS AUDITING

The annual accounts of GestiCaixa, S.G.F.T., S.A. corresponding to the financial years ending on 31 December 2006, 2005 and 2004 have been audited by the firm Deloitte S.L.

There are no qualifications recorded in the audit reports of the annual accounts corresponding to the 2006, 2005 and 2004 financial years.

6.3 MAIN ACTIVITIES

In accordance with legal regulations, the exclusive purpose of the Fund Manager is the formation, administration and legal representation of the assets of both asset securitisation Funds and mortgage securitisation Funds, as established by Royal Decree 926/1998, of 11 May, which regulates securitisation Fund assets and the managers of securitisation Funds.

As of 30 April 2007, GestiCaixa, S.G.F.T., S.A. administers 22 securitisation Funds, 9 of which are mortgage securitisation Funds and 13 are asset securitisation Funds.

The following table details the 22 securitisation Funds that are managed, indicating their dates of constitution and the nominal amounts of the Bonds issued against them and their Outstanding Principal Balances.

Securitisation Fund In thousands of euros	Date of Formation	Initial Bond Issue	Balance on 31/03/2007	Balance on 31/12/2006	Balance on 31/12/2005
FONCAIXA HIPOTECARIO 1, FTH*	14/07/1999	600,000	90,680	98,936	135,411
FONCAIXA HIPOTECARIO 2, FTH*	22/02/2001	600,000	188,391	201,786	248,454
FONCAIXA HIPOTECARIO 3, FTH*	06/07/2001	1,500,000	697,766	727,605	840,381
FONCAIXA HIPOTECARIO 4, FTH*	13/12/2001	600,000	274,514	286,014	334,908
FONCAIXA HIPOTECARIO 5, FTH*	15/10/2002	600,000	345,452	358,746	410,906
FONCAIXA HIPOTECARIO 6, FTH*	17/12/2002	600,000	352,960	365,788	417,062
FONCAIXA HIPOTECARIO 7, FTH*	26/09/2003	1,250,000	845,421	874,161	984,100
FONCAIXA HIPOTECARIO 8, FTH*	15/03/2005	1,000,000	790,695	818,578	918,299
GC SABADELL 1, FTH	12/07/2004	1,200,000	786,892	822,346	1,050,000
GC FTGENCAT II, FTA*	28/03/2003	950,000	308,099	338,914	467,414
GC FTPYME PASTOR 1, FTA	28/10/2003	225,000	75,018	81,846	121,472
GC FTPYME PASTOR 2, FTA	28/10/2004	800,000	343,613	388,917	559,940
FONCAIXA FTPYME 1, FTA*	27/11/2003	600,000	210,522	415,000	415,000
GS COMPASS SPAIN 1, FTA	10/12/2004	150,000	22,905	39,965	110,024
GC FTPYME SABADELL 4, FTA	21/10/2005	750,000	750,000	750,000	750,000
FONCAIXA FTGENCAT 3, FTA *	15/11/2005	656,500	656,500	656,500	656,500
GC FTGENCAT SABADELL 1, FTA	2/12/2005	500,000	500,000	500,000	500,000
FONCAIXA FTGENCAT 4, FTA *	14/07/2006	606,000	606,000	606,000	N/A
FONCAIXA HIPOTECARIO 9, FTA*	29/03/2006	1,500,000	1,293,543	1,346,163	N/A
GC FTGENCAT CAIXA SABADELL 1,FTA *	19/10/2006	304,500	304,500	304,500	N/A
GC FTPYME PASTOR 4, FTA	7/11/2006	630,000	597,388	630,000	N/A
GC FTPYME SABADELL 5, FTA	22/11/2006	1,250,000	1,250,000	1,250,000	N/A

6.4. SHARE CAPITAL AND OWN CAPITAL

The capital stock of the Fund Manager at the moment of constitution of the Fund is one million five hundred two thousand five hundred euros (€1,502,500), represented by two hundred fifty thousand (250,000) registered shares with a face value of six euros and one cent (€6.01) each.

The own capital of the Fund Manager is listed below:

	31/12/2006	31/12/2005	31/12/2004
Capital	1,502,500.00	1,502,500.00	1,502,500.00
Reserves	300,500.00	300,500.00	262,033.12
Profits	1,587,943.10	1,400,992.26	1,326,338.61
Interim dividend	0	-1,239,103.29	-1,177,215.29
Own capital	3,390,943.10	1,964,888.97	1,913,656.44

Classes of shares

All shares issued by the Company up to the publication date of this Registration Document are ordinary registered shares of a single Series, and they confer identical voting and economic rights.

6.5 EXISTENCE OR NOT OF HOLDINGS IN OTHER COMPANIES

The Fund Manager has one share with a face value of € 6.01 in the company, Caixa Corp, S.A.

6.6 ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

The government and administration of the Management Company is entrusted legally to the General Shareholders Meeting and to the Board of Directors. Their competencies and powers are those corresponding to such bodies in accordance with the Limited Liability Companies Act and Law 19/1992 of 7 July in relation to the company's purpose.

The Board of Directors is comprised of the following persons, all of whom have their professional address registered in Avenida Diagonal 621, Barcelona:

Chairman:	Mr. Juan San Miguel Chapulí
Directors:	Mr. Fernando Cánovas Atienza Mr. Hernán Cortés Lobato Mr. Ernest Gil Sánchez Mr. Santiago Armada Martínez-Campos Mr. Xavier Jaumandreu Patxot Mr. Josep Ramon Montserrat Miró
Secretary (not a director):	Mr Félix López Antón
Vice-secretary (not a director):	Mr Roser Vilaró Viles
Director General:	Xavier Jaumandreu Patxot

6.7 MAIN ACTIVITIES OF THE PERSONS CITED IN THE PRECEDING SECTION 6.6 PERFORMED OUTSIDE THE FUND MANAGER, IF OF IMPORTANCE WITH RESPECT TO THE FUND

All members of the Board of Directors, with the exception of Mr. Xavier Jaumandreu Patxot and Mr. Félix López Antón, are currently on the staff of “la Caixa”, which in turn is the Assignor of Second Drawdowns pooled into the Fund and the Lead Manager, Underwriter and Placement Agent of the Bond Issue. Below are the details on the posts held at “la Caixa” by the persons responsible for or directly involved with selecting the Second Drawdowns to be pooled into the Fund or in planning the Fund's financial structure:

- Mr. Juan San Miguel Chapulí - Deputy General Director - Corporate Division.
- Mr. Fernando Cánovas Atienza - Deputy General Director - Markets.
- Mr. Hernán Cortés Lobato - Head of Markets, Madrid.
- Mr. Ernest Gil Sánchez - Area Director - Auditing and Accounting.
- Mr. Santiago Armada Martínez- Campos - Corporate Division, Madrid.
- Mr. Josep Ramon Montserrat Miró - Deputy General Director - Risks of Private Individuals and the Real Estate Business.
- Mr. Roser Vilaró Viles - Legal Consultancy.

The persons who sit on the Board of Directors of the Fund Manager are not holders or representatives, directly or indirectly, of any share or convertible security.

6.8 LENDERS OF THE FUND MANAGER FOR MORE THAN 10 PERCENT

There are no persons or entities who are lenders of the Fund Manager and who hold debts of the same of more than 10%.

6.9 LITIGATION INVOLVING THE FUND MANAGER

On the registration date of this Registration Document there are no lawsuits or disputes that may significantly affect the financial-economic situation of the Fund Manager or its future capacity to perform the management and administration functions of the Fund provided for in this Registration Document, and it is not involved in any situation of bankruptcy.

6.10 MAIN OPERATIONS WITH LINKED PARTIES AND CONFLICTS OF INTEREST

The linked operations carried out by the Fund Manager are those securitisation operations in which the Caja de Ahorros y Pensiones de Barcelona “la Caixa” has participated as an Underwriter, Placement Agent or Assignor Entity of the assets in the Fund managed by the Fund Manager. Specifically, this circumstance occurs with regard to 14 of the 22 Funds specified in the table shown in the preceding Section 6.3 and which are marked with an asterisk (*) therein.

7. MAIN SHAREHOLDERS

7.1 DECLARATION ON THE DIRECT OR INDIRECT OWNERSHIP OF THE FUND MANAGER OR WHETHER IT IS UNDER CONTROL

a) On the registration date of this Registration Document, the ownership of the shares of the Fund Manager is distributed among the companies listed below, indicating the shareholding that corresponds to each one:

Name of the shareholding company	%
CaixaHolding, S.A.U.	85%
VidaCaixa, S.A. de Seguros y Reaseguros	9%
Caixa d'Estalvis i Pensions de Barcelona	6%

The first and second companies cited above are controlled by Caixa d'Estalvis i Pensions de Barcelona, which has a direct or indirect shareholding (whereby it holds control) of 96.4% of the corporate capital of GestiCaixa, S.G.F.T, S.A.

b) Description of the nature of this control and the measures adopted to ensure that this control is not abused:

For the purposes of Article 4 of the Securities Market Act, GestiCaixa, S.G.F.T., S.A., forms a part of Caixa d'Estalvis i Pensions de Barcelona. To prevent abuse of control by "la Caixa" over the Fund Manager, the Fund Manager approved a code of internal conduct to apply the provisions set forth in Chapter II of Royal Decree 629/1993 of 3 May concerning rules of operation in the securities markets and mandatory record-keeping, which was notified to the CNMV.

8. FINANCIAL INFORMATION PERTAINING TO THE ASSETS AND RESPONSIBILITIES OF THE ISSUER, THE FINANCIAL POSITION AND PROFITS AND LOSSES

8.1 DECLARATION ON THE START OF OPERATIONS AND FINANCIAL STATEMENTS OF THE ISSUER PRIOR TO THE DATE OF THE REGISTRATION DOCUMENT

Pursuant to the provisions of Section 4.4.2 of this Registration Document, the activity of the Fund shall start on the execution date of the Deed of Constitution, wherefore no financial statement has been made on the date of this Registration Document.

8.2 HISTORICAL FINANCIAL INFORMATION WHEN AN ISSUER MAY HAVE INITIATED OPERATIONS AND FINANCIAL STATEMENTS HAVE BEEN MADE

Not applicable.

8.2. BIS HISTORICAL FINANCIAL INFORMATION FOR ISSUES OF SECURITIES WITH AN INDIVIDUAL DENOMINATION EQUAL TO OR GREATER THAN 50,000 EUROS

Not applicable.

8.3 LEGAL AND ARBITRATION PROCEEDINGS

Not applicable.

8.4 SIGNIFICANT ADVERSE CHANGE IN THE FINANCIAL POSITION OF THE ISSUER

Not applicable.

9. INFORMATION FROM THIRD PARTIES, DECLARATIONS BY EXPERTS AND DECLARATIONS OF INTEREST

9.1 DECLARATION OR REPORT ATTRIBUTED TO A PERSON IN THE CAPACITY OF AN EXPERT.

No statement or report is included.

9.2 INFORMATION FROM THIRD PARTIES.

No information is included.

10. DOCUMENTS FOR CONSULTATION

If required, the following documents or copies of them can be inspected during the validity period of this Registration Document.

- a) The Deed of Constitution of the Fund;
- b) The certificates of corporate resolutions of the Fund Manager and of the Assignor;
- c) This Prospectus;
- d) The contracts to be signed by the Fund Manager on behalf of and representing the Fund;
- e) The auditors' report on certain characteristics and attributes of a sample of the Second Drawdowns selected for assignment to the Fund;
- f) The letters of the Ratings Agencies notifying the ratings assigned to each one of the Series of the Bond Issue;

- g) The annual accounts of the Fund Manager and the corresponding auditors' reports; and
- h) The current articles and deed of incorporation of the Fund Manager.

Said documents can be viewed at the registered address of GestiCaixa, S.G.F.T., S.A. in Barcelona at Avenida Diagonal 621.

Likewise, the Prospectus can also be viewed on the web page of GestiCaixa, S.G.F.T., S.A. at www.gesticaixa.com, at the web page of the CNMV at www.cnmv.es and at the AIAF Fixed Income Market at www.aiaf.es. It is also available to investors interested in the offer via the underwriting and placement agents.

Moreover, the documents stated in letters a) through h) can be consulted at the CNMV.

The Deed of Constitution of the Fund can be viewed at the registered address of Iberclear at Plaza de la Lealtad 1, Madrid.

SECURITIES NOTE
(Appendix VIII of EC Regulation No. 809/2004 of the Commission)

1. RESPONSIBLE PERSONS

1.1 PERSONS RESPONSIBLE FOR THE INFORMATION INCLUDED IN THE SECURITIES NOTE

- 1.1.1 Mr Xavier Jaumandreu Patxot, acting on behalf of and representing the Fund Manager, hereby assumes responsibility for the content of this Securities Note.

Mr. Xavier Jaumandreu Patxot is acting in his capacity as Director General of the Fund Manager by virtue of the powers conferred by the Board of Directors at its meeting on 29 June 2001, expressly for the purpose of formation of the Fund by virtue of the powers granted to him by the Board of Directors at its meeting on 20 March 2007.

1.2 DECLARATION OF THE PERSONS RESPONSIBLE FOR THE CONTENT OF THE SECURITIES NOTE

- 1.2.1 Mr. Xavier Jaumandreu Patxot hereby declares that the information contained in this Securities Note and its Supplemental Addendum is, to the best of his knowledge and after executing reasonable diligence to ensure that it is as stated, compliant with the facts and does not suffer from any omission that could affect the content.

2. RISK FACTORS OF THE SECURITIES

2.1 RISK FACTORS LINKED TO THE SECURITIES AND TO THE ASSETS

The risk factors linked both to the securities and the assets that back the Bond Issue are described in Sections II and III, respectively, of the previous Section "Risk Factors" of this Prospectus.

3. BASIC INFORMATION

3.1 INTEREST OF THE NATURAL PERSONS AND LEGAL BODIES PARTICIPATING IN THE OFFER.

The identity of the companies participating in the offer and their direct or indirect participation or control among them, is detailed in part 5.2 of the Registration Document. The interest of the stated entities to the extent that they are participants in the Bond Issue is the following:

- a) GestiCaixa, S.G.F.T., S.A. is the Fund Manager.
- b) GestiCaixa S.G.F.T., S.A. planned and structured the operation.
- c) CAIXA D'ESTALVIS I PENSIONS DE BARCELONA takes part as (i) the Assignor of the Second Drawdowns to be pooled into the Fund; (ii) the entity executing the Loan for Initial Expenses; (iii) the counterparty of the Interest Rate Swap Agreement agreement; (iv) the Paying Agent and Depository of the Bond Issue; (v) the Fund Servicer; and (vi) the Lead Manager, Underwriter and Placement Agent.
- d) CUATRECASAS ABOGADOS is acting as legal adviser for the Bond Issue.
- e) DELOITTE is acting as auditor of the Fund's assets.
- f) MOODY'S and STANDARD & POOR'S are acting as Ratings Agencies.

Caixa d'Estalvis i Pensions de Barcelona holds a direct or indirect share (whereby control is held) of 96.4% of the company capital of GestiCaixa, S.G.F.T, S.A.

The Fund Manager is unaware of the existence of any other link or significant financial interest between the entities that are participating in the Bond Issue, except for the strictly professional link derived from their participation as detailed in this Section and in Section 5.2 of the Registration Document.

4. INFORMATION PERTAINING TO THE SECURITIES TO BE OFFERED AND ADMITTED FOR TRADING

4.1 TOTAL AMOUNT OF THE SECURITIES

The total amount of the Bond Issue (hereinafter, the "*Total Amount of the Issue*") shall be 1,512,000,000 euros, represented by 15,120 Bonds with a face value of 100,000 euros. The Bonds shall be distributed in 4 Series.

- **Series A:** composed of a single Series of 14,580 Bonds, for a total amount of 1,458,000,000 euros.

- **Series B:** composed of a single Series of 300 Bonds, for a total amount of 30,000,000 euros.
- **Series C:** composed of a single Series of 120 Bonds, for a total amount of 12,000,000 euros.
- **Series D:** composed of a single Series of 120 Bonds, for a total amount of 12,000,000 euros.

Ownership or subscription of one of the Series does not imply ownership or subscription of the Bonds of the other Series.

The Bonds shall be issued by virtue of Royal Decree 926/1998, wherefore they are legally considered uniform, standardised and fixed-income securities. They can therefore be traded on organised securities markets.

Underwriting of placement of the issue

The underwriting of placement of the Bond Issue and the management thereof shall be carried out by "la Caixa" (hereinafter the "**Lead Manager, Underwriter and Placement Agent**") in accordance with the Management, Underwriting and Placement Agreement of the Bond Issue that the Fund Manager shall sign on behalf of the Fund, whereby the Lead Manager, Underwriter and Placement Agent will agree to subscribe or obtain subscribers for the Bonds, under its own responsibility, whereby the agent is liable for the underwritten amount. 100% of the Bond Issue is underwritten by the Lead Manager, Underwriter and Placement Agent.

The aforementioned notwithstanding, after the formation date of the Fund and prior to the start of the subscription period, "la Caixa", as the Lead Manager, Underwriter and Placement Agent, may assign part of its aforementioned underwriting commitment to new underwriters. In this event, they shall inform the Fund Manager, which shall proceed to modify the amounts of the commitments previously acquired by "la Caixa". The new underwriting entities shall become Underwriter and Placement Agents (hereinafter, the "**Underwriter and Placement Agents**"), with the same rights and duties as the previously existing ones by express and full adherence without any reservation or condition to all of the terms and conditions of the Management, Underwriting and Placement Contract of the Bond Issue. The incorporation of new underwriters may not give rise to any cost increase for the Fund, or modify the rights and duties that are derived for the Fund from this Prospectus and from the Deed of Constitution of the same and from the rest of the contracts that apply, in particular the Management, Underwriting and Placement Agreement of the Bond Issue. In any event, the inclusion of new underwriters, as well as the distribution of the amounts of the respective underwriting commitments shall be communicated to the CNMV to be made available to the public, thereby modifying the amounts of the underwriting commitments.

The non-confirmation of the provisional ratings granted to the Bonds by the Ratings Agencies before the start of the subscription period shall constitute the sole case for termination of the Management, Underwriting and Placement Agreement of the Bond Issue.

As consideration for the commitment assumed by the Underwriter and Placement Agents, they shall receive an underwriting commission, which is included in the Initial Expenses of the Fund. Each of the Underwriter and Placement Agents shall receive the commissions that can be applied to the face value subscribed by them, as per the Management, Underwriting and Placement Agreement of the Bond Issue:

“la Caixa” likewise takes part as the Lead Manager. It shall not receive any remuneration for management of the Bond Issue.

4.2 DESCRIPTION OF THE TYPE AND CLASS OF SECURITIES

The Bonds shall have the legal nature of negotiable fixed-income securities with explicit return, being subject to the provisions of the Securities Market Law and applicable regulations.

4.3 LEGISLATION ACCORDING TO WHICH THE SECURITIES ARE CREATED.

“FONCAIXA HIPOTECARIO 10, FONDO DE TITULIZACIÓN DE ACTIVOS” is constituted under and is subject to Spanish law, and specifically (i) the Deed of Constitution of the Fund; (ii) Royal Decree 926/1998 of 14 May, which regulates Asset Securitisation Funds and Fund Managers and its provisions; (iii) Royal Decree 1310/2005 of 4 November, which partially implements Securities Market Law 24/1988 of 28 July, regarding the admission of securities to trading on official second markets, on public offers of sale or subscription and on the Prospectus required for such purposes; (iv) Law 19/1992 of 7 July on the Regime of Real Estate Investment Companies and Funds and on Mortgage Securitisation Funds, insofar as Royal Decree 926/1998 of 14 May may be silent and to the extent that it may be applicable; (v) Securities Market Law 24/1998 of 28 July, in its current version, as regards supervision, auditing and fines; (vi) Order EHA/3537/2005 of 10 November, thereby implementing Article 27.4 of Securities Market Law 24/1988 of 28 July; and (vii) all other legal provisions and regulations in force that may be applicable at any time.

This Securities Note has been prepared following the models in (EC) Regulation No. 809/2004 of 29 April 2004, pertaining to Directive 2003/71/EC of the European Parliament

and of the Council as regards the information contained in Prospectuses, as well as the format, incorporation by reference and publication of said Prospectuses and publication.

4.4 INDICATION IF THE SECURITIES ARE PERSONAL OR PAYABLE TO THE BEARER AND IF THEY ARE IN THE FORM OF CERTIFICATES OR BOOK ENTRIES.

The Bonds shall be represented by book entries, pursuant to the provisions in Royal Decree 926/1998, and shall be constituted as such by entry in the corresponding accounting record. The Deed of Constitution shall implement the provisions of Article 6 of Securities Market Law 24/1998 of 28 July.

Bondholders shall be identified as such (on their own behalf or on behalf of third parties) according to the accounting records kept by Iberclear, which shall be designated as the entity in charge of the accounting records of the Bonds in the Deed of Constitution, such that compensation and liquidation of the Bonds shall take place in accordance with the rules of operation that, as regards the securities allowed for trading on the AIAF Fixed Income Market and represented by book entries, may be established or could be approved in the future by Iberclear.

4.5 CURRENCY OF THE ISSUE

The securities shall be denominated in euros.

4.6 CLASSIFICATION OF THE SECURITIES ACCORDING TO SUBORDINATION

4.6.1 Simple statement regarding the order number that the payment of interest of the Bonds holds in the Cash Flow Waterfall of the Fund

The payment of the interest accrued by the A Series Bonds holds the third (3) place when applying the Available Funds of the Cash Flow Waterfall established in Section 3.4.6 of the Addendum, and the fourth (4) place when applying the available liquidation Funds of the Cash Flow Waterfall of liquidation established in the same section.

Payment of the interest accrued by the Series B Bonds holds fourth (4) place when applying the Available Funds of the Cash Flow Waterfall established in Section 3.4.6 of the Addendum, except in the event of the situation provided for in the same section for deferral thereof, in which case it shall hold seventh (7) place, and it holds the sixth (6)

place when applying the available liquidation Funds of the Cash Flow Waterfall of settlement established in the same section.

The payment of the interest accrued by the Series C Bonds holds fifth (5) place when applying the Available Funds of the Cash Flow Waterfall established in Section 3.4.6 of the Addendum, except in the event of the situation provided for in the same section for deferral thereof, in which case it shall hold the eighth (8) place, and it holds the eighth (8) place when applying the available liquidation Funds of the Cash Flow Waterfall of settlement established in the same section.

The payment of the interest accrued by the Series D Bonds holds tenth (10) place when applying the Available Funds of the Cash Flow Waterfall established in Section 3.4.6 of the Addendum, and it holds tenth (10) place when applying the available liquidation Funds of the Cash Flow Waterfall of liquidation established in the same section.

4.6.2 Simple statement regarding the order number that the payment of the principal of the Bonds holds in the Cash Flow Waterfall of the Fund

The retention of the available amount for amortising the Bonds of classes A, B and C holds sixth (6) place when applying the Available Funds of the Cash Flow Waterfall established in Section 3.4.6 of the Addendum.

The amortisation of the principal of the Series A Bonds holds the fifth (5) place in the Cash Flow Waterfall of liquidation established in Section 3.4.6.

The amortisation of the principal of the Series B Bonds holds the seventh (7) place in the Cash Flow Waterfall of liquidation established in Section 3.4.6. of the Addendum.

The amortisation of the principal of the Series C Bonds holds the ninth (9) place in the Cash Flow Waterfall of liquidation established in Section 3.4.6 of the Addendum.

The amortisation of the principal of the Series D Bonds holds the eleventh (11) place in the Cash Flow Waterfall and in the Cash Flow Waterfall of liquidation, respectively, established in Section 3.4.6. of the Addendum.

4.7 DESCRIPTION OF THE RIGHTS LINKED TO THE SECURITIES

Pursuant to legislation in force, the Bonds detailed in this Securities Note shall, for the investor who may acquire them, be without any present and/or future policy right over the Fund.

The economic and financial rights of the investor associated with the acquisition and holding of the Bonds shall be derived from the conditions of interest rate, yields and amortisation prices according to which they may be issued and which are included in the following Sections 4.8 and 4.9.

In the event of the default of any amount due to the bondholders, they may only make a claim on the Fund Manager and only when the latter may have breached the duties that are incumbent upon it and included in the Deed of Constitution and in this Prospectus. The Fund Manager is the only authorised representative of the Fund before third parties and in any legal proceeding in accordance with the applicable law.

The duties of the Assignor and of all other entities that in one way or another may participate in the operation are limited to those that are included in the corresponding agreements pertaining to the FONCAIXA HIPOTECARIO 10, FTA Fund, the relevant ones of which are described in the Prospectus Schedule and the Deed of Constitution.

Any question, discrepancy or disagreement pertaining to the Fund or to the Bonds that are issued against the same and which may arise during its operational lifetime or its settlement, whether among the bondholders themselves or between the bondholders and the Fund Manager, shall be subject to the jurisdiction of the Spanish courts, and the parties hereby expressly waive any other jurisdiction to which they may be entitled.

4.8 NOMINAL INTEREST RATE AND PROVISIONS PERTAINING TO THE PAYMENT OF INTEREST

4.8.1 Date when interest becomes payable and the interest due dates.

4.8.1.1 Nominal interest

All Bonds issued shall accrue, from the Closing date until the final maturity of the same, an annual nominal interest rate, variable by quarter, and with the quarterly payment calculated as stated below. This interest shall be paid at the end of each quarter on each Payment Date based on the Outstanding Principal Balance of the Bonds of each Series on the Determination Date immediately preceding (hereinafter, the "*Determination Date*"). The Determination Date coincides with the third Business Day prior to the current Payment Date.

The interest on the Bonds shall be paid, in relation to the rest of the Fund payments, in accordance with the Cash Flow Waterfall or the Cash Flow Waterfall of liquidation described in Section 3.4.6 of the Addendum. For the purpose of interest accrual for all Series, the Bond Issue shall be understood as divided into Interest Accrual Periods

(hereinafter, the “*Interest Accrual Periods*”), the duration of which shall be the period between two Payment Dates (including the initial Payment Date and excluding the final date). The first Interest Accrual Period shall begin on the Closing Date, inclusive, and end on the first Payment Date, 17 September 2007, given that 15 September 2007 is not a Business Day (excluding this day).

4.8.1.2 Nominal interest rate

The nominal interest rate that each Series of Bonds shall accrue during each Interest Accrual Period shall be the annual interest rate resulting from the sum of: (i) the reference interest rate, which is determined as described below and which is common to all the Series of Bonds and rounded to the nearest whole ten-thousandth, thereby taking into account that, in the event that the closeness for rounding up or down is identical, such rounding shall be made upwards; and (ii) the margin applicable to each Series of Bonds, as indicated below:

- Series A: margin of 0.10%
- Series B: margin of 0.25%
- Series C: margin of 0.50%
- Series D: margin of 1.50%

The nominal interest rate applicable to the Bonds of each Series for the first Interest Accrual Period shall be made public before the Closing Date by means of the announcement described in Section 4 of the Addendum and by notification to the CNMV by the Fund Manager.

4.8.1.3 Reference Interest Rate.

The reference rate of interest for determining the interest rate applicable to all Bonds of all Series shall be the EURIBOR at three (3) months or, if necessary, the rate that replaces it, determined as described below.

Exceptionally, the nominal interest rate of the Bonds of each one of the Series for the first Interest Accrual Period shall be determined by taking the EURIBOR rate at four (4) months, established at 11:00 a.m. (CET time) of the second (2) Business Day immediately before the Closing Date.

4.8.1.4 Fixing of the reference interest rate of the Bonds.

The EURIBOR shall be fixed in accordance with the rules described in this section.

On each one of the fixing dates of the reference interest rate (hereinafter, the “*Fixing Date*”), the Fund Manager will fix the reference interest rate, which will be equal to the EURIBOR, hereby understood as the following:

- (i) The (3) three-month EURIBUOR rate (except for the first Interest Accrual Period, when the (4) four-month EURIBOR rate will be used) at 11:00 a.m. C.E.T. time on the fixing date that is currently published on the “EURIBOR01” electronic page supplied by REUTERS MONITOR MONEY RATES and electronic page 248 provided by Dow Jones Markets (Bridge Telerate), or any other page that may replace them in this service.

- (ii) In the absence of rates in accordance with the preceding number (i), the replacement reference interest rate shall be the interest rate that results from the simple average of the inter-bank interest rates for non-transferable deposit operations in euros with three-months’ (3) maturity (except for the first Interest Accrual Period, when the four-month (4) EURIBOR rate will be used) and by the amount equivalent to the Outstanding Principal Balance of the Bonds offered on the fixing date by the entities indicated below, after and close to 11:00 a.m., and this interest rate will be requested simultaneously from these entities:
 - i. Banco Bilbao Vizcaya Argentaria, S.A.
 - ii. Banco Santander Central Hispano, S.A.
 - iii. Confederación Española de Cajas de Ahorro
 - iv. Deutsche Bank, S.A.E.

The reference city shall be the city of Madrid.

In the event that any of the said entities does not provide a quotation statement, it shall be the rate that results from applying the simple arithmetic average of the rates declared by at least two of the remaining entities.

- (iii) In the absence of rates in accordance with the provisions set forth in Sections (i) and (ii), the reference interest rate of the Interest Accrual Period immediately preceding will apply, and thus successively for as long as such a situation may exist.

The Fund Manager shall keep the printouts of the contents of the REUTERS or TELERATE screens or, if applicable, of the quotation statements of the banking entities stated in the preceding Section (ii) as supporting documents of the determined EURIBOR Interest Rate.

4.8.1.5 Fixing date of the reference interest rate and of the interest rate of the Bonds.

The fixing date of the reference interest rate for each Interest Accrual Period shall be the second (2) Business Day prior to the Payment Date that marks the start of the corresponding Interest Accrual Period. For the first Interest Accrual Period, the reference interest rate shall be determined on the second (2) Business Day prior to the Closing date.

Once the reference interest rate of the Bonds has been determined, on the same Determination Date the Fund Manager shall calculate and determine, for each of the Series of Bonds, the interest rate applicable to the next Interest Accrual Period.

The resulting interest rate shall be announced by the Fund Manager using the channels generally accepted by the market that guarantee adequate publication of the information with regard to time and content.

4.8.1.6 Formula for calculating the interest of the Bonds:

The interest accrued by the Bonds of all the Series during each Interest Accrual Period shall be calculated by the Fund Manager according to the following formula:

$$I = N * r * \frac{n}{360}$$

Whereby:

N = Outstanding Principal Balance of the bond at the start of the Interest Accrual Period.

I = The total amount of interest accrued by the bond in the Interest Accrual Period.

r = The annual interest rate of the bond expressed as an integer value, calculated as the sum of the EURIBOR reference rate of the corresponding Interest Accrual Period plus the established differential.

n = The number of days in the Interest Accrual Period.

4.8.2 Dates, places, entities and procedure for payment of the coupons

The interest of the Bonds, regardless of the Series to which they may pertain, shall be payable at the end of the quarters on 15 March, June, September and December of each year until the Final Maturity Date of the Bonds. In the event that any of the said days are not a Business Day, the interest corresponding to the quarter shall be payable on the next Business Day. The first Payment Date shall be 17 September 2007, given that 15 September 2007 is not a Business Day.

If, on a Payment Date and despite the mechanisms established for protecting the rights of the bondholders, the Available Funds are insufficient to meet the interest payment obligations of the Fund in accordance with the provisions set forth in Section 3.4.6 of the Addendum, the amount available for the interest payment shall be distributed in accordance with the Cash Flow Waterfall set forth in said section. In the event that the Available Funds are only sufficient to partial meet the obligations that may have the same priority order, independently for each one of them, the amount available shall be distributed proportionally between the affected Bonds, proportionally to the Outstanding Principal Balance of the same, and the amounts that the bondholders have not received shall be considered pending payment and shall be paid on the next Payment Date when it is possible, without accruing additional interest. The outstanding payments to bondholders shall be settled on the next Payment Date (if there are Available Funds) immediately prior to the payments to the bondholders of the same Series corresponding to said period. The Fund, through the Fund Manager, may not defer the payment of interest or principal of the Bonds after the Legal Final Maturity, meaning 1 April 2050 or the next Business Day.

The Cash Flow Waterfall is included in Section 3.4.6 of the Addendum.

All withholdings, payments and taxes that are established or that may be established in the future on the principal, interest or returns of these Bonds shall be payable exclusively by the bondholders, and the amount thereof shall be deducted, if applicable, by the corresponding entity in the legally established manner.

Payment shall be made through the Paying Agent, using Iberclear for distributing the amounts.

4.8.3 Calendar

In the event that the payment day of a periodic coupon is not a Business Day for the purposes of the calendar, payment shall be transferred to the Business Day immediately following . For these purposes and for the lifetime of the Bonds, Business Days shall be deemed to be all those that are not:

- A holiday in Madrid,
- A holiday in Barcelona and
- A non-Business Day of the TARGET calendar

4.8.4 Calculation Agent

The Calculation Agent shall be the Fund Manager.

4.9 MATURITY DATE AND AMORTISATION OF THE SECURITIES

4.9.1 Redemption price of the Bonds.

The redemption price for the Bonds of each Series shall be one hundred thousand (100,000) euros per bond, equivalent to their face value, free of expenses and taxes for the bondholder, payable progressively on each principal Payment Date, as set forth in the following sections.

Each and all of the Bonds of a particular Series shall be amortised in equal measure by reduction of the face value of each of them.

4.9.2 Maturity of the issued Bonds.

The final maturity of the Bonds of all the Series shall occur on the date when they may be fully amortised or on the Legal Final Maturity of the Fund, meaning on 01 april 2050 or the next Business Day, without prejudice to the fact that the Fund Manager, pursuant to Section 4.4.3 of the Registration Document, may proceed to amortise the Bond Issue prior to the Legal Final Maturity of the Fund.

The last regular amortisation date of the loans pooled into the secured portfolio is 1 april 2047.

The Bonds shall be amortised on each Payment Date, meaning on 15 March, June, September and December of each year (or, in the event that these are not Business Days, on the next Business Day), in accordance with the provisions herein set forth and subject to the Cash Flow Waterfall or Cash Flow Waterfall for liquidation included in Section 3.4.6 of the Addendum.

4.9.3 Characteristics common to the amortisation of the Bonds of all Series

Outstanding Principal Balance

The Outstanding Principal Balance of a Series means the sum of the Outstanding Balances of the unamortized principal of the Bonds in the Series on each Determination Date, which balances include the principal amounts that should have been amortised but were not satisfied due to insufficient Funds available on previous Payment Dates in accordance with the Cash Flow Waterfall.

Combined, the Outstanding Principal Balance of the Bond Issue shall be the sum of the Outstanding Principal Balance of each one of the Series.

Outstanding Balance of the Second Drawdowns

The Outstanding Balance of the Second Drawdowns on a specific date shall be the sum of the capital or principal of the Second Drawdowns pending maturity on that particular date and the capital or principal due but not yet paid to the Fund, not including the Defaulted Second Drawdowns.

Defaulted Second Drawdowns

Defaulted drawdowns means the those (a) for which the Obligor has been declared to be insolvent; (b) that are unpaid for a period equal to or greater than eighteen (18) months for payments past due; or (c) that are classified as in default by the Fund Manager because there is reasonable doubt about their full repayment.

Funds available for amortisation and theoretical amount of amortisation

On each Payment Date, charged to the Available Funds and in the sixth (6) place in the Cash Flow Waterfall, the amount allocated to amortisation of the Bonds of Series A, B and C shall be retained, in its entirety and without distinction between Series (hereinafter, the "**Funds Available for Amortisation**") in an amount equal to the lesser of the following amounts:

(a) "**Theoretical amount of amortisation**": it shall be the positive difference on that Payment Date between (A) the Outstanding Principal Balance of the Bonds of Series A, B and C and (B) the sum of the Outstanding Balance of the Second Drawdowns corresponding to the last day of the month before the Payment Date month.

(b) the Available Funds on that Payment Date, after having deducted the amounts corresponding to the concepts indicated in Sections (i) to (v) of the Cash Flow Waterfall included in Section 3.4.6 of the Addendum.

Distribution of the Funds available for amortisation

Amortisation of Series A, B and C:

The Available Funds for amortisation shall be applied on each Payment Date for the amortisation of each one of the Series A, B and C in accordance with the following rules (hereinafter the "**Distribution of the Available Funds for Amortisation**"):

1. The Funds available for amortisation shall be applied sequentially, first to amortisation of Series A until it is fully amortised, second to amortisation of Series B until it is fully amortised and third to amortisation of Series C until it is fully amortised, without prejudice to the provisions in the following rule 2 for pro-rated amortisation of the various Series.
2. The aforementioned notwithstanding, and even if Series A has not been amortised in its entirety, the Funds available for amortisation shall be applied on a Payment Date to amortisation of Series B and/or Series C also, as long as the last Payment Date does not coincide with the liquidation date of the Fund and as long as the following conditions are met.
 - i. To proceed with amortisation of the Series B and Series C:
 1. If on the previous Payment Date, the reserve Fund is equal to the minimum level of the required reserve Fund.
 2. If on the Determination Date prior to the corresponding Payment Date, the amount of the Outstanding Balance of the non-defaulted Second Drawdowns are equal to or greater than 10 percent of the Initial Balance of the same on the date of constitution of the Fund.
 - ii. In order to proceed with amortisation of Series B, on the Determination Date prior to the corresponding Payment Date:
 1. If the Outstanding Principal Balance of Series B is equal to or greater than 4 % of the Outstanding Principal Balance of the Bond Issue, excluding Series D.
 2. If the Outstanding Balance of the Second Drawdowns that were in arrears by more than ninety (90) days in payment of amounts due does not exceed 1.25% of the Outstanding Balance of the non-Defaulted Second Drawdowns.
 - iii. In order to proceed with amortisation of Series C, on the Determination Date prior to the corresponding Payment Date:
 1. If the Outstanding Principal Balance of Series C is equal to or greater than 1.60% of the Outstanding Principal Balance of the Bond Issue, excluding Series D.
 2. If the Outstanding Balance of the Second Drawdowns that were in arrears by more than ninety (90) days in payment of amounts due does not exceed 1 % of the Outstanding Balance of the non-Defaulted Second Drawdowns.

3. If, on a Payment Date, the amortisation of Series B and/or Series C is applicable by virtue of the provisions set forth in the preceding rule 2, the Funds available for amortisation shall also be applied to the amortisation of Series B and/or Series C such that the Outstanding Principal Balance of Series B or Series C, with regard to the sum of the Outstanding Balance of the Bond Issue and without taking into account Series D, remains at 4% and 1.60%, respectively, or at higher percentages that are as close as possible to these.

Amortisation of Series D:

It shall be amortised on each one of the Payment Dates by an amount equal to the positive difference between the Outstanding Principal Balance of Series D on the Determination Date preceding the corresponding Payment Date and the amount of the minimum level of the required reserve Fund on said Payment Date.

On the Fund liquidation date, the various bond Series shall be amortised by distributing the Funds available for liquidation through the Cash Flow Waterfall for liquidation provided for in Section 3.4.6 of the Addendum.

4.10 INDICATION OF THE RETURN

The average life, yield, duration and final maturity of the Bonds of each Series depend on various factors. The following are the most significant:

- i) The calendar and amortisation system of each one of the Second Drawdowns set forth in their corresponding agreements.
- ii) The capacity that the obligors have for prepaying the Second Drawdowns, either partially or totally, and the speed with which this prepayment is made overall throughout the life of the Fund.
- iii) The variable interest rates of the Second Drawdowns that cause a variation of the amount of the amortisation in each instalment.
- iv) The arrears of obligors in payment of the second drawdown instalments.

In order to calculate the tables included in this section, the following hypotheses have been taken into account with regard to the factors described:

- Interest rate of the Second Drawdowns: 4.91% weighted average interest rate on 22 April 2007 of the portfolio of selected Second Drawdowns that have been used for

calculating the amortisation instalments and interest of each one of the Second Drawdowns;

- Arrears of the portfolio of Second Drawdowns: 0.13% of the outstanding balance of the Second Drawdowns with 100% repayment at 18 months from the time they enter into arrears. This hypothesis has been determined based on the historical information of the portfolio of Open Credits granted by the Assignor entity.
- Defaults in the portfolio of Second Drawdowns that are considered uncollectible. 0%
- The early payment rate of the Second Drawdowns - 18%, 20% and 22% in each of the three considered scenarios - remains constant throughout the life of the Bonds. These rates are in accordance with the experience of the Assignor with respect to Second Drawdowns, which have historically been higher than those of first drawdowns.
- The Closing Date of the Bonds is 29 May 2007; and
- There is no extension of the deadline (or extension of the instalments) of any of the selected Second Drawdowns.

The internal rate of return for the subscriber must take into account the date and purchase price of the bond, the quarterly payment of the coupon and all amortisations, both the amortisation according to the planned schedule as well as those of an early nature. The real adjusted duration and the return or profitability of the Bonds shall also depend on their variable interest rate.

The variable nominal interest rates of the Bonds of each Series are the following for the first Interest Accrual Period, which is the result of the 4-month Euribor (4.076%) on 08.05.07 and with the margins that are established in Section 4.8.1.6 (0.10% for Series A, 0.25% for Series B, 0.50% for Series C and 1.50% for Series D):

	"A" Bonds	"B" Bonds	"C" Bonds	"D" Bonds
Nominal interest rate	4.176%	4.276%	4.526%	5.526%

For subsequent Interest Accrual Periods, the variable nominal interest rates of the Bonds of each Series are assumed to be constant in accordance with the following details, which is the result of the (three) 3-month Euribor (4.043%) on 08.05.07 and with the margins that are

established in Section 4.8.1.6 (0.10% for Series A, 0.25% for Series B, 0.50% for Series C and 1.50% for Series D):

	"A" Bonds	"B" Bonds	"C" Bonds	"D" Bonds
Nominal interest rate	4.143%	4.293%	4.543%	5.543%

The average life of the Bonds for the various prepayment rates, hereby assuming the hypotheses described previously, would be the following:

FONCAIXA HIPOTECARIO 10, ASSET SECURITISATION FUND				
SCENARIO		18% CPR	20% CPR	22% CPR
Series A	Average life (years)	3.40	3.14	2.91
	IRR	4.290	4.290	4.290
Series B	Average life (years)	5.56	5.16	4.78
	IRR	4.417	4.417	4.417
Series C	Average life (years)	5.56	5.16	4.78
	IRR	4.678	4.678	4.678
Series D	Average life (years)	6.07	5.65	5.25
	IRR	5.723	5.723	5.723
Clean-up Call date of the Fund		15/03/2015	15/09/2014	15/03/2014
Maturity (years)		8.18	7.67	7.16

**These rates have been considered based on the experience of the Assignor with the prepayment rates of Second Drawdowns. .*

The average life of the Bonds has been calculated using the following formula:

$$A = \frac{\sum_{n=1}^n (B_n * m_n)}{C} * \frac{1}{12}$$

Where:

A= Average life expressed in years.

- B_n= Principal to be amortised on each Payment Date.
 mn= Months included between the Closing Date of the issue and each Payment Date.
 n = 1,.....,n. Number of quarters (Payment Dates) in which the amounts, B_n, shall be paid.
 C = Total value of the issue in euros.

The formula used for calculating the IRR is the following:

$$N = \sum_{n=1}^T a_n * (1 + I)^{-\left(\frac{d_n}{365}\right)}$$

Where,

- N = 100,000 euro face value of the bond.
 I = IRR expressed in an annual rate, as an integer value.
 d_n= Days included between the Closing Date of the issue and each Payment Date.
 a_n= a₁,.....,a_n. The total amounts of amortisation and interest that investors will receive quarterly.
 n = 1,.....,n. Number of quarters in which the amounts, a_n, shall be paid.

Duration of the Bonds (Macaulay's formula adapted):

$$D = \frac{\sum_{n=1}^n (P_n * VA_n)}{PE} * \frac{I}{(1 + I)}$$

Where:

- D = Duration of each bond Series, expressed in years.
 P_n= Time elapsed (in years) between the Closing Date and each of the Payment Dates.
 VA_n= Current value of each of the total amounts that, based on the concept of principal and interest, investors would receive quarterly, discounted annually at the effective interest rate (IRR).
 PE = Issue price of the Bonds, 100,000 euros.
 I = Effective annual interest rate (IRR).
 n = 1,.....,n. Number of quarters (Payment Dates) in which the amounts shall be paid.

The Fund Manager expressly states that the financial servicing tables of each one of the Series described hereunder are merely theoretical and for illustrative purposes and do not represent any payment obligation whatsoever, remembering that:

- The CPR's are assumed constant at 18.00%, 20.00% and 22.00%, respectively, throughout the life of the Bond Issue and the actual prepayment.
- The Outstanding Principal Balance of the Bonds on each Payment Date, and therefore the interests to be paid on each date, shall depend on the actual prepayment, delinquency and the degree of defaults experienced by the Second Drawdowns.
- The nominal interest rates of the Bonds are assumed to be constant for each Series from the second Interest Accrual Period onwards, and the interest rate of all the Series is variable.
- The hypothetical values mentioned at the beginning of this section are assumed in all cases.
- It is assumed that the Fund Manager will exercise the Clean-up Call of the Fund, and thus prepay the Bond Issue when the Outstanding Balance of the non-Defaulted Second Drawdowns is less than 10% of the Initial Balance when the Fund was formed.
- With the proposed scenario, the conditions for pro-rated amortisation of Series B and C would take effect.

FLOWS FOR EACH BOND WITHOUT RETENTION FOR THE SUBSCRIBER, IRR = 18% (in euros)												
Payment Date	Series A			Series B			Series C			Series D		
	Amort. Princ.	Gross Inter.	Total Flow	Amort. Princ.	Gross Inter.	Total Flow	Amort. Princ.	Gross Inter.	Total Flow	Amort. Princ.	Gross Inter.	Total Flow
29/05/2007												
17/09/2007	5757.62	1267.98	7025.60	0.00	1313.52	1313.52	0.00	1389.43	1389.43	0.00	1693.07	1693.07
15/12/2007	5488.46	976.12	6464.57	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/03/2008	5232.44	919.27	6151.71	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/06/2008	4988.94	865.07	5854.01	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/09/2008	4757.34	813.40	5570.74	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/12/2008	4538.09	764.13	5302.21	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/03/2009	4328.57	717.12	5045.70	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/06/2009	4129.32	672.29	4801.61	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/09/2009	3939.85	629.52	4569.37	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/12/2009	3759.67	588.71	4348.38	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/03/2010	3588.34	549.77	4138.12	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/06/2010	3425.44	512.61	3938.05	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/09/2010	3078.08	477.13	3555.21	6681.91	1073.25	7755.16	6681.91	1135.75	7817.66	4847.87	1385.75	6233.62
15/12/2010	2939.50	445.25	3384.74	6381.07	1001.54	7382.61	6381.07	1059.86	7440.93	6357.98	1318.57	7676.55
15/03/2011	2807.75	414.80	3222.55	6095.08	933.05	7028.13	6095.08	987.39	7082.46	6071.72	1230.46	7302.19
15/06/2011	2682.52	385.72	3068.23	5823.21	867.64	6690.85	5823.21	918.16	6741.37	5799.60	1146.33	6945.92
15/09/2011	2563.47	357.94	2921.41	5564.79	805.14	6369.93	5564.79	852.03	6416.82	5540.91	1065.96	6606.87
15/12/2011	2450.33	331.38	2781.71	5319.18	745.41	6064.59	5319.18	788.82	6108.00	5295.02	989.17	6284.19
15/03/2012	2342.79	306.00	2648.80	5085.74	688.33	5774.07	5085.74	728.41	5814.15	5061.31	915.80	5977.11
15/06/2012	2240.60	281.74	2522.34	4863.90	633.74	5497.65	4863.90	670.65	5534.55	4839.19	845.66	5684.85
15/09/2012	2143.50	258.53	2402.03	4653.11	581.54	5234.65	4653.11	615.41	5268.52	4628.11	778.60	5406.71
15/12/2012	2051.23	236.33	2287.56	4452.82	531.60	4984.43	4452.82	562.56	5015.38	1558.29	714.47	2272.76
15/03/2013	1963.58	215.09	2178.66	4262.54	483.81	4746.36	4262.54	511.99	4774.53	0.00	692.88	692.88
15/06/2013	1880.31	194.75	2075.06	4081.79	438.06	4519.85	4081.79	463.58	4545.36	0.00	692.88	692.88
15/09/2013	1801.22	175.27	1976.49	3910.10	394.26	4304.36	3910.10	417.22	4327.32	0.00	692.88	692.88
15/12/2013	1726.11	156.62	1882.73	3747.04	352.29	4099.34	3747.04	372.81	4119.85	0.00	692.88	692.88
15/03/2014	1654.78	138.74	1793.52	3592.21	312.08	3904.29	3592.21	330.25	3922.46	0.00	692.88	692.88
15/06/2014	1587.06	121.60	1708.66	3445.20	273.52	3718.72	3445.20	289.45	3734.65	0.00	692.88	692.88
15/09/2014	1522.77	105.16	1627.93	3305.64	236.55	3542.19	3305.64	250.32	3555.96	0.00	692.88	692.88
15/12/2014	1461.75	89.39	1551.14	3173.17	201.07	3374.24	3173.17	212.78	3385.95	0.00	692.88	692.88
15/03/2015	7168.54	74.25	7242.79	15,561.49	167.01	15,728.51	15,561.49	176.74	15,738.23	50,000.00	692.88	50,692.88
Total	100,000	14,042	114,042	100,000	23,839	123,839	100,000	25,227	125,227	100,000	33,563	133,563

FLOWS FOR EACH BOND WITHOUT RETENTION FOR THE SUBSCRIBER, IRR = 20% (in euros)												
Payment Date	Series A			Series B			Series C			Series D		
	Amort.	Gross	Total	Amort.	Gross	Total	Amort.	Gross	Total	Amort.	Gross	Total
	Princ.	Inter.	Flow	Princ.	Inter.	Flow	Princ.	Inter.	Flow	Princ.	Inter.	Flow
29/05/2007												
17/09/2007	6360.12	1267.98	7628.10	0.00	1313.52	1313.52	0.00	1389.43	1389.43	0.00	1693.07	1693.07
15/12/2007	6024.55	969.88	6994.42	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/03/2008	5707.30	907.48	6614.78	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/06/2008	5407.39	848.36	6255.75	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/09/2008	5123.87	792.36	5916.23	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/12/2008	4856.87	739.28	5596.16	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/03/2009	4603.48	688.98	5292.46	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/06/2009	4363.97	641.30	5005.27	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/09/2009	4137.58	596.10	4733.68	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/12/2009	3923.60	553.24	4476.84	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/03/2010	3721.36	512.61	4233.97	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/06/2010	3321.20	474.06	3795.26	7256.30	1073.25	8329.55	7256.30	1135.75	8392.05	5423.28	1385.75	6809.03
15/09/2010	3151.27	439.66	3590.93	6885.02	995.37	7880.39	6885.02	1053.34	7938.36	6862.77	1310.60	8173.36
15/12/2010	2990.69	407.02	3397.71	6534.17	921.48	7455.65	6534.17	975.14	7509.31	6511.63	1215.50	7727.12
15/03/2011	2838.94	376.05	3214.99	6202.64	851.35	7053.99	6202.64	900.93	7103.57	6179.81	1125.26	7305.07
15/06/2011	2695.57	346.64	3042.21	5889.39	784.78	6674.17	5889.39	830.48	6719.87	5866.26	1039.62	6905.88
15/09/2011	2560.10	318.72	2878.83	5593.42	721.57	6314.99	5593.42	763.59	6357.01	5569.99	958.33	6528.32
15/12/2011	2432.12	292.21	2724.33	5313.80	661.54	5975.34	5313.80	700.07	6013.87	5290.07	881.15	6171.22
15/03/2012	2311.22	267.02	2578.24	5049.66	604.51	5654.17	5049.66	639.71	5689.37	5025.62	807.84	5833.46
15/06/2012	2197.02	243.08	2440.10	4800.14	550.32	5350.46	4800.14	582.36	5382.50	3270.58	738.20	4008.78
15/09/2012	2089.15	220.32	2309.48	4564.47	498.80	5063.27	4564.47	527.85	5092.32	0.00	692.88	692.88
15/12/2012	1987.28	198.68	2185.97	4341.90	449.81	4791.71	4341.90	476.00	4817.90	0.00	692.88	692.88
15/03/2013	1891.08	178.10	2069.18	4131.71	403.21	4534.92	4131.71	426.69	4558.40	0.00	692.88	692.88
15/06/2013	1800.24	158.51	1958.76	3933.25	358.87	4292.11	3933.25	379.77	4313.01	0.00	692.88	692.88
15/09/2013	1714.48	139.87	1854.35	3745.87	316.65	4062.53	3745.87	335.09	4080.97	0.00	692.88	692.88
15/12/2013	1633.52	122.11	1755.63	3568.99	276.45	3845.44	3568.99	292.55	3861.54	0.00	692.88	692.88
15/03/2014	1557.11	105.19	1662.30	3402.03	238.15	3640.18	3402.03	252.01	3654.05	0.00	692.88	692.88
15/06/2014	1484.99	89.06	1574.05	3244.47	201.63	3446.10	3244.47	213.38	3457.84	0.00	692.88	692.88
15/09/2014	7113.92	73.68	7187.60	15,542.78	166.81	15,709.59	15,542.78	176.53	15,719.30	50,000.00	692.88	50,692.88
Total	100,000	12,968	112,968	100,000	22,121	122,121	100,000	23,408	123,408	100,000	31,249	131,249

FLOWS FOR EACH BOND WITHOUT RETENTION FOR THE SUBSCRIBER, IRR = 22% (in euros)												
Payment Date	Series A			Series B			Series C			Series D		
	Amort. Princ.	Gross Inter.	Total Flow	Amort. Princ.	Gross Inter.	Total Flow	Amort. Princ.	Gross Inter.	Total Flow	Amort. Princ.	Gross Inter.	Total Flow
29/05/2007												
17/09/2007	6974.02	1267.98	8242.00	0.00	1313.52	1313.52	0.00	1389.43	1389.43	0.00	1693.07	1693.07
15/12/2007	6563.52	963.52	7527.04	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/03/2008	6177.87	895.53	7073.40	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/06/2008	5815.56	831.55	6647.11	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/09/2008	5475.19	771.31	6246.51	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/12/2008	5156.46	714.60	5871.06	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/03/2009	4856.05	661.20	5517.24	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/06/2009	4573.85	610.90	5184.75	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/09/2009	4308.78	563.53	4872.31	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/12/2009	4059.80	518.90	4578.70	0.00	1073.25	1073.25	0.00	1135.75	1135.75	0.00	1385.75	1385.75
15/03/2010	3600.66	476.85	4077.50	7820.90	1073.25	8894.15	7820.90	1135.75	8956.65	4900.39	1385.75	6286.14
15/06/2010	3393.95	439.55	3833.51	7371.93	989.31	8361.24	7371.93	1046.92	8418.85	7437.65	1317.84	8755.49
15/09/2010	3199.83	404.40	3604.23	6950.27	910.19	7860.46	6950.27	963.20	7913.46	7010.67	1214.78	8225.45
15/12/2010	3017.52	371.26	3388.78	6554.28	835.60	7389.88	6554.28	884.26	7438.54	6609.68	1117.63	7727.30
15/03/2011	2846.32	340.01	3186.32	6182.42	765.26	6947.68	6182.42	809.82	6992.24	6233.09	1026.03	7259.12
15/06/2011	2685.56	310.52	2996.08	5833.24	698.90	6532.15	5833.24	739.60	6572.85	5879.46	939.66	6819.11
15/09/2011	2534.62	282.71	2817.33	5505.38	636.30	6141.68	5505.38	673.35	6178.73	5547.39	858.18	6405.57
15/12/2011	2392.90	256.46	2649.36	5197.56	577.21	5774.77	5197.56	610.82	5808.39	5235.60	781.31	6016.91
15/03/2012	2259.85	231.67	2491.52	4908.57	521.43	5430.00	4908.57	551.79	5460.37	1146.07	708.76	1854.83
15/06/2012	2134.96	208.27	2343.22	4637.29	468.75	5106.04	4637.29	496.04	5133.33	0.00	692.88	692.88
15/09/2012	2017.72	186.15	2203.88	4382.65	418.98	4801.63	4382.65	443.38	4826.02	0.00	692.88	692.88
15/12/2012	1907.69	165.25	2072.94	4143.65	371.94	4515.59	4143.65	393.60	4537.25	0.00	692.88	692.88
15/03/2013	1804.43	145.50	1949.92	3919.36	327.47	4246.82	3919.36	346.54	4265.89	0.00	692.88	692.88
15/06/2013	1707.53	126.81	1834.34	3708.88	285.40	3994.29	3708.88	302.02	4010.91	0.00	692.88	692.88
15/09/2013	1616.61	109.12	1725.73	3511.41	245.60	3757.01	3511.41	259.90	3771.31	0.00	692.88	692.88
15/12/2013	1531.32	92.38	1623.70	3326.15	207.91	3534.06	3326.15	220.02	3546.17	0.00	692.88	692.88
15/03/2014	7387.43	76.52	7463.94	16,046.06	172.21	16,218.27	16,046.06	182.24	16,228.30	50,000.00	692.88	50,692.88
Total	100,000	12,022	112,022	100,000	20,478	120,478	100,000	21,670	121,670	100,000	29,058	129,058

4.11 REPRESENTATION OF THE SECURITIES HOLDERS

A syndicate of bondholders shall not be formed for the securities included in this Bond Issue.

Under the terms provided for in Article 12 of Royal Decree 926/1998, it is the responsibility of the Fund Manager, in its capacity as a manager of the businesses of third parties, to represent and defend the interests of the holders of the Bonds issued against the Fund and of all other ordinary creditors of the Fund. Consequently, the Fund Manager shall subordinate its actions to the defence of those interests in accordance with the provisions that may be in force at any given time.

4.12 RESOLUTIONS, AUTHORISATIONS AND APPROVALS FOR ISSUING THE SECURITIES

a) Company Resolutions

Resolution for constitution of the Fund, assignment of the Second Drawdowns and Bond Issue.

At the meeting of the Board of Directors of Gesticaixa, S.G.F.T., S.A. held on 20 March 2007, the following was decided:

- i) The constitution of FONCAIXA HIPOTECARIO 10, FTA in accordance with the legal regime established by Royal Decree 926/1998; by Law 19/1992 wherever Royal Decree 926/1998 may be silent and to the extent that it may be applicable; and in all other current legal provisions and regulations in force that may be applicable at any time.
- ii) The pooling into the Fund of the credit rights assigned by “la Caixa” that are derived from Second Drawdowns granted by “la Caixa” to natural persons.
- iii) The issue of the Bonds against the Fund.

Resolution for the assignment of the Second Drawdowns

The Executive Committee of "la Caixa", at a meeting held on 8 March 2007, resolved to authorise the assignment of Second Drawdowns by issuing mortgage transfer certificates.

b) Verification and registration by the CNMV

The prerequisite for the constitution of the Fund and the Bond Issue is the entry in the official registers of the CNMV of this Prospectus and all other accrediting documents, in accordance with the provisions in Article 5.1.e) of Royal Decree 926/1998.

This Prospectus for Constitution of the Fund and the Issue of the Bonds was entered in the official registers of the CNMV on 22 May 2007.

c) Granting of the public Deed of Constitution of the Fund

Once this Prospectus has been registered by the CNMV, the Fund Manager, together with "la Caixa", as the Assignor of the Second Drawdowns, shall proceed on 24 May 2007 to execute the deed of formation of the FONCAIXA HIPOTECARIO 10, FONDO DE TITULIZACIÓN DE ACTIVOS by virtue of the resolution of the Fund Manager dated 20 March 2007 and the resolution of the Executive Committee of "la Caixa" on 8 March 2007, under the terms of Article 6 of Royal Decree 926/1998.

The Fund Manager hereby states that the content of the Deed of Constitution shall coincide with the preliminary draft of the Deed of Constitution that it submitted to the CNMV, and in no case shall the terms of the Deed of Constitution contradict, modify, alter or invalidate the regulations contained in this Prospectus.

The Fund Manager shall send a copy of the Deed of Constitution to the CNMV for entry in the Official Registers, prior to the start of the subscription period of the Bonds.

4.13 ISSUE DATE OF THE SECURITIES

The effective date for issue of the Bonds shall be 29 May 07.

4.13.1 Collective of potential qualified investors

The placing, distribution and marketing of the Bond Issue is targeted at qualified investors, as this term is defined in Article 39 of Royal Decree 1310/2005.

4.13.2 Subscription period

The subscription period shall begin at 10:00 a.m. on 28 May 2007, the Business Day prior to the Closing Date, and shall end at 1:00 p.m. on that same day.

4.13.3 Closing Date and form

On the Closing Date, the Underwriter and Placement Agents shall pay the respective underwritten amount into the account opened on behalf of the Fund at the Paying Agent, effective that same day before 10:15 a.m.

The investors to whom the Bonds had been allocated must pay the Underwriters and Placement Agents before 10:00 a.m. CET time, on the Closing Date, effective that same day, the corresponding issue price for each allocated bond.

The Closing Date will be 29 May 2007.

4.14 RESTRICTIONS ON FREE TRANSFERABILITY OF SECURITIES

The Bonds may be freely transferred through any manner lawfully permitted and in accordance with the norms of the AIAF Fixed Income Market. The title for each bond shall be transmitted by accounting transfer. The recording of the transfer in the accounting record in favour of the acquiring party shall have the same effect as the transfer of title, and the transfer shall be effective from that moment against third parties. In this sense, the third party purchaser by onerous title of the Bonds represented by book entries in the name of a person that, according to the records of the accounting records, is entitled to transfer them, shall not be subject to claims, except in the case where such third party may have acted in bad faith or with gross negligence.

5. RESOLUTIONS OF ADMISSION TO TRADING AND NEGOTIATION

5.1 MARKET IN WHICH THE SECURITIES SHALL BE TRADED

In compliance with the provisions set forth in Article 2, number 3 of Royal Decree 926/1998, the Fund Manager shall request permission, immediately on the Closing Date, for trading the Bond Issue on the AIAF Fixed Income Market.

The Fund Manager undertakes to have concluded the entry of the issue on the AIAF Fixed Income Market within thirty days as from the Closing Date once the corresponding authorisations are obtained.

The Fund Manager expressly states that it knows the requirements and conditions demanded for the admission, permanence and exclusion of the securities on the AIAF Fixed Income Market, pursuant to current legislation, and the Fund Manager agrees to comply with the same on behalf of the Fund.

In the event of non-fulfilment within the aforementioned admission to trading period of the Bonds, the Fund Manager hereby undertakes to publish the opportune relevant fact at the CNMV and in the Official Gazette of the AIAF Fixed Income Market or through any other means that are generally accepted in the market and which guarantee adequate dissemination of the information with regard to time and content. This information shall contain both the causes for said breach as well as the anticipated new date for admission to trading of the issued securities, without prejudice to any eventual liability of the Fund Manager if non-fulfilment is attributable to the same.

Likewise, the Fund Manager shall apply for inclusion of the Bonds issues in Iberclear such that the compensation and liquidation thereof takes place in accordance with the operating rules that, as regards securities admitted to trading on the AIAF Fixed Income Market and represented by account entries, are set forth or may be approved in the future by Iberclear.

There are no plans to contract an entity that would undertake to facilitate the liquidity of the Bonds during the life of the issue.

5.2 PAYING AGENT AND DEPOSITORY ENTITIES

Name and address of any Paying Agent and of the deposit agents in each country

The financial servicing of the Bond Issue shall be carried out through "la Caixa", the entity that shall be designated as the Paying Agent. All payments to be made by the Fund to the bondholders shall be made through the Paying Agent.

The Fund Manager, on behalf of and representing the Fund, and "la Caixa" shall enter into the Paying Agency Agreement on the day when the Deed of Constitution is executed.

The obligations assumed by the Paying Agent under this Agreement are summarised below:

(i) Before 11:00 a.m. (CET) on the Closing Date, it shall pay into the Fund, by means of a deposit into the treasury account and effective that day, the total amount of the subscriptions of the Bond Issue that, under the Management, Underwriting and Placement Agreement, is paid to it by the Underwriters and Placement Agents, plus the face value of the Bonds that it may have placed and those subscribed by "la Caixa" on its own behalf, if applicable, up to the limit of its underwriting commitment.

(ii) On each of the Payment Dates of the Bonds, it shall pay the interest and reimbursement of principal of the Bonds, having deducted the total amount of the withholding tax retention on account of the income from the movable assets that, if applicable, may have to be made in accordance with the applicable tax legislation.

As consideration for the services to be provided by the Paying Agent, the Fund shall pay to the Paying Agent on each Payment Date during the life of the agreement a commission equal to **0.01%**, including taxes, if applicable, on the gross amount of the interest payable to the bondholders on each Payment Date, provided that the Fund has sufficient liquidity and in accordance with the Cash Flow Waterfall established in Section 3.4.6 of the Addendum.

Should the Fund not have sufficient liquidity to pay the entire mentioned fee, the unpaid amounts shall be accumulated, without penalty, with the fee corresponding to the following Payment Date, save in the case that such lack of liquidity situation remains, in which case the amounts due will continue to accumulate until the Payment Date on which this situation has ceased.

The Paying Agency Agreement shall be terminated for all legal purposes in the event that the Ratings Agencies do not confirm as final before the start of the subscription period, the ratings assigned on a provisional basis to each of the Series of Bonds, or in the event of the termination of the Management, Underwriting and Placement Contract of the Bond Issue.

Substitution of the Paying Agent

The Fund Manager is authorised to replace the Paying Agent (in each and every one of its functions), as long as it may be permitted by the legislation in force and if authorisation is obtained from the competent authorities, where necessary. The substitution shall be notified to the CNMV, to the Ratings Agencies and to the Assignor.

In the event that the rating of the Paying Agent given by the Ratings Agencies for its short-term debt is reduced to a rating below P-1, in the case of Moody's, or below A-1, in the case of S&P, the Fund Manager shall, on behalf of the Fund and within 30 days following such a reduction and subject to prior communication to the Ratings Agencies, put into practice any of the necessary options among those described below that allow maintaining an adequate level of guarantee with respect to the commitments derived from the functions contained in the Paying Agency Agreement, so that the rating given to the Bonds by the Ratings Agencies is not jeopardised.

(i) Obtain guarantees or similar commitments from a credit entity or entities with a rating for their short-term debt of no less than P-1 granted by Moody's or no less than A-1 granted by S&P, or another one explicitly recognised by the Ratings Agencies, which guarantee the commitments assumed by the Paying Agent.

(ii) Substitute the Paying Agent by an entity with a rating for its short-term debt of no less than P-1 given by Moody's and A-1 given by S&P, or another one explicitly recognised by the Ratings Agencies, so that it may assume, under the same conditions, the functions of the affected entity as established in the respective agreement.

If "la Caixa" is replaced as the Paying Agent, the Fund Manager shall be entitled to modify the commission paid to the replacement agent, which could be higher than that paid to "la Caixa" under this Agreement.

Likewise, the Paying Agent may consider the Paying Agency Agreement to be terminated, subject to prior notification to the Fund Manager a minimum of two months in advance, in accordance with the terms set forth in the Paying Agency Agreement, and as long as (i) another entity with financial characteristics similar to "la Caixa" and with a short-term credit rating of at least equal to P1 in the case of Moody's, and A-1 in the case of S&P, accepted by the Fund Manager, replaces it in the functions assumed by the financial agency agreement; and (ii) the CNMV and the Ratings Agencies are notified. Moreover, termination may not occur, unless authorised by the Fund Manager, until day 20 of the month following the month of the Payment Date following the notification of termination. In the event of substitution caused by relinquishment of the replaced entity, all costs derived from the substitution process shall be borne by the latter. The administrative and management costs derived from the process of replacing the Paying Agent as a result of the loss of a rating shall be payable by the replaced Paying Agent.

Publication of the amounts to be paid and establishments through which the financial service of the issue will be handled

The payment of interest and amortisations will be announced using the channels generally accepted in the market (AIAF Fixed Income Market, Iberclear) that guarantee adequate publication of the information with regard to time and content.

Notification dates of the payments to be made by the Fund on each Payment Date

These shall be 14 March, June, September and December of every year, or the Business Day immediately following in the event that any of the said days are not Business Days.

The periodic information to be provided by the Fund is described in Section 4.1 of the Addendum.

6. FUND EXPENSES

6.1 Expenses from the offer and admission to trading

The forecasted Initial Expenses are the following:

Initial Expenses	Euros
CNMV - Registration fees	39,813.66
CNMV - Supervision fees	9,180.00
AIAF Market Fees	52,200.00
IBERCLEAR Fees	2,320.00
Ratings Agencies, Underwriters and Management Agents, Legal Advising, printing, notaries, auditing, translating and others	316,486.34
GENERAL TOTAL	420,000.00

6.2 Ordinary Fund expenses

In addition to the Initial Expenses detailed above, the Fund shall make payment of all ordinary and extraordinary expenses of the Fund, charged to the Available Funds and in accordance with the Cash Flow Waterfall. It is estimated that the ordinary expenses of the Fund, including the commission for the Fund Manager and those derived from the Paying Agent agreement, at the end of 2007, will amount to one hundred eighty thousand (180,000) euros. Given that most of these expenses will be directly related to the Outstanding Principal Balance of the Bonds of Series A, B and C and the Outstanding Balance of the Second Drawdowns and that said balances will decrease throughout the life of the Fund, the Fund's ordinary expenses will also decrease over time.

Costs incurred due to liquidation of the Fund shall be payable by the Fund.

7. ADDITIONAL INFORMATION

7.1 DECLARATION OF THE CAPACITY WHEREBY THE ADVISORS RELATED TO THE ISSUE HAVE ACTED, WHO ARE MENTIONED IN THE SECURITIES NOTE

Enumeration of the persons

Cuatrecasas Abogados has provided the legal advice for the constitution of the Fund and the Bond Issue and has revised the statements pertaining to the tax handling of the Fund, which are contained in Section 4.5.1 of the Registration Document. The financial planning for the operation has been carried out by "la Caixa" and GestiCaixa S.G.F.T., S.A.

7.2 OTHER INFORMATION OF THE SECURITIES NOTE THAT HAS BEEN AUDITED OR REVIEWED BY AUDITORS

Not applicable.

7.3 DECLARATION OR REPORT ATTRIBUTED TO A PERSON IN THE CAPACITY OF AN EXPERT.

Deloitte was the auditor of a Series of attributes of the Second Drawdowns selected under the terms of Section 2.2 of the Addendum. Similarly, Deloitte is the auditor of the Assignor.

7.4 INFORMATION FROM THIRD PARTIES.

The Fund Manager, within its verification duties established in this Prospectus, has received confirmation from "la Caixa" with respect to the authenticity of the Assignor's characteristics, as well as that of the Second Drawdowns, which are described in Section 2.2.8 of the Addendum, as well as the rest of the Assignor's information included in this Prospectus, which shall be ratified by the Assignor on the Constitution Date of the Fund in the Deed of Constitution

The Fund Manager has accurately reproduced the information received from "la Caixa" and, to the best of its knowledge can confirm from the information received from "la Caixa" that no fact which may render this information incorrect or misleading has been omitted and that this Prospectus does not omit significant facts or data which may be significant for the investor.

7.5 SOLVENCY RATING ASSIGNED TO THE SECURITIES BY THE RATINGS AGENCIES

Degrees of solvency assigned to an Issuer or to his obligations upon request or with the co-operation of the Issuer in the ratings process

The Fund Manager, acting as the founder and legal representative of the Fund, and the Assignor, acting as the Assignor of the Second Drawdowns, have resolved to request ratings from the Ratings Agencies for each one of the Series of Bonds, pursuant to the provisions in Article five of Royal Decree 926/1998, dated 14 May.

On the registration date of this Securities Note, the following preliminary ratings are determined for the Bonds, both ratings assigned on 18 May 2007:

Series	Moody's	S&P
Series A	Aaa	AAA
Series B	Aa3	AA-
Series C	Baa2	BBB
Series D	C	CCC-

The task entrusted to the Rating Agencies consists of appraising the Bonds and the ratings of the same.

A rating, by definition, is the opinion of the Rating Agencies about the level of credit risk (arrears in payment and defaults) associated with the Bonds. In the event that any of the aforementioned provisional ratings given by the Ratings Agencies are not confirmed before the start of the subscription period for the Bonds, the formation of the Fund and the Bond Issue shall be considered terminated.

The ratings assigned, as well as any revision or suspension of the same:

- (i) are formulated by the Rating Agencies based on wide-ranging information received by them. They do not guarantee the accuracy of this information or that it is complete, wherefore they cannot be held liable for the same under any circumstances;
- (ii) and they do not constitute and in no way can they be interpreted as an invitation, recommendation or incentive directed at investors to proceed to carry out any operation with the Bonds and, in particular, to acquire, keep, encumber or sell these Bonds.

The ratings assigned by Moody's measure the expected loss before the date of the statutory maturity date. In the opinion of Moody's, the structure allows for timely payment of interest and payment of the principal over the life of the operation, and in any event before the statutory Final Maturity Date of the Fund for Series A, B and C, as well as payment of interest and principal before the statutory Final Maturity Date of the Fund for Series D.

The ratings assigned to each one of the Series of Bonds by S&P measure the capacity of the Fund to comply in a timely manner with the payments of interest on each planned Payment Date and reimbursement of the principal throughout the life of the operation, and in any event before the statutory Final Maturity Date of the Fund.

The ratings by Moody's and S&P take into account the structure of the Bond Issue, its legal aspects and the aspects of the Fund that issues them, the characteristics of the assets and the regularity and continuity of the flows of the operation.

The ratings can be revised, suspended or withdrawn at any time by the Rating Agencies according to any information of which they may become aware. These situations, which do not constitute clean-up calls for the Fund, shall be immediately reported to both the CNMV and to the bondholders.

In order to carry out the rating process and follow-up procedure, the ratings agencies rely on the accuracy and completeness of the information provided by the Fund Manager, the auditors, the legal advisers and other experts.

The Fund Manager, as representative of the Fund, undertakes to provide the Ratings Agencies with periodic information about the status of the Fund and of

the Second Drawdowns. It shall likewise provide said information whenever reasonably requested to do so and in any case, whenever there is a modification to the conditions of the Fund or to the contracts approved through the Fund Manager or to the interested parties.

ADDENDUM TO THE SECURITIES NOTE

(Appendix VIII of Commission Regulation (EC) No. 809/2004 of 29 April 2004)

Minimum disclosure requirements for the Addendum_of asset-guaranteed securities

1. SECURITIES

1.1 MINIMUM DENOMINATION OF THE ISSUE

The Fund, represented by the Fund Manager, shall be formed with the Second Drawdowns that “la Caixa” shall assign to the same in constitution thereof, and the total amount shall be equal to or, by default, as close as possible to 1,500,000,000 euros.

1.2 CONFIRMATION THAT THE INFORMATION ON A COMPANY OR DEBTOR NOT PARTICIPATING IN THE ISSUE HAS BEEN REPRODUCED.

Not applicable.

2. UNDERLYING ASSETS

2.1 CONFIRMATION ON THE CAPACITY OF THE SECURITISED ASSETS TO PRODUCE FUNDS PAYABLE ON THE SECURITIES.

In accordance with the information provided by the Assignor, the Fund Manager confirms that the flows of principal, ordinary interest, commissions and any other sums generated by the securitised assets shall make it possible, pursuant to contractual characteristics, to satisfy the payments due and payable on the Bonds issued.

However, in order to cover possible non-payment by the obligors of the securitised assets, a Series of credit-enhancing operations has been arranged in accordance with the applicable legislation to increase the security or regularity in the payment of the Bonds and to mitigate or neutralise differences in the interest rates of the assets and of the Bonds of each Series. Even so, under exceptional circumstances the credit-improving operations could turn out to be insufficient.

The credit-enhancing operations are described in Sections 3.4.2, 3.4.3 and 3.4.4 of this Addendum.

Not all of the Bonds issued carry the same risk of non-payment, as reflected in the credit ratings assigned by the Ratings Agencies to the Bonds in each one of the Series detailed in Section 7.5. of the Securities Note.

If i) in the opinion of the Fund Manager, the existence of circumstances of any nature were to lead to a substantial alteration or permanent distortion or were to make it impossible or extremely difficult to maintain the equity balance of the Fund or if ii) non-payment indicative of a serious and permanent imbalance in relation to the Bonds were to occur or if it were expected to occur, the Fund Manager shall be able proceed with the Clean-up Call of the Fund and early redemption of the Bond Issue in the terms set forth in part 4.4.3. of the Registration Document.

2.2 ASSETS SUPPORTING THE BOND ISSUE

The credit rights to be pooled into the Fund's assets are derived from Second Drawdowns of a type of mortgage loans granted by "la Caixa" to natural persons, which type is commercially called an "Open Credit". The "Open Credit" consists of a credit line with a mortgage guarantee whereby the holder has the option of being able to make drawdowns throughout the life of the credit up to a pre-established limit and under certain conditions. Usually, although not exclusively, the first drawdown is allocated to financing the acquisition of a home, while Second Drawdowns can have a variety of purposes: from complementary financing of a home acquisition - because the obligor agreed to deferred payment with the seller - to financing the acquisition of a second home with a guarantee on the first home acquired, to financing the renovation of a home or financing consumer goods (such as vehicles, furniture...). From the point of view of risk, the rights - including accessory rights - that are derived for the Assignor from the drawdowns of the same credit have the same range, priority and Cash Flow Waterfall (*pari passu*), regardless of the date when they were drawn down, therefore including the drawdowns that could have been made after the Fund was formed.

Second Drawdowns shall be all drawdowns that are not first drawdowns, and it is possible that they may not expressly be second in order. More than one second drawdown could have been assigned via mortgage transfer certificates to the

securitised portfolio, but not necessary all Second Drawdowns from the same Open Credit.

The credit rights to be pooled into the Fund's assets are derived from Second Drawdowns of mortgage loans that "la Caixa" has granted to natural persons, with a mortgage guarantee, on property located in Spanish territory for any purpose, wherefore they do not comply with some of the requisites established in Section Two of Law 2/1981 on the Mortgage Market, and the implementation thereof in Chapter II of Royal Decree 685/1982.

Auditing of Second Drawdowns securitised through the Fund

The Second Drawdowns have been the object of an audit performed by the firm Deloitte, S.L. on 14 May 2007 in order to comply with the provisions in Article five of Royal Decree 926/1998.

The Auditors' Report was produced using sampling techniques, which constitute a generally accepted method for the verification of the records that an entity maintains in relation to a group of entries ("population"), and allows the extraction of a conclusion about the said population by means of the analysis of a number of entries ("samples") smaller than the total group. The reliability level indicates the probability that the real number of entries with deviations from a rule existing in a population does not exceed a previously determined limit ("precision"). The chosen sample size and level of confidence determine that the non-existence of errors in the sample corresponds with a maximum of inferred errors for the population, always different to zero. Verification discusses a Series of attributes, both quantitative and qualitative, about the operations of the sample, and specifically about the following: identification of the obligor; ownership; transfer of the assets; initial amount of the Second Drawdowns; formal execution date; maturity date; current balance of the Second Drawdowns; interest rate and reference index; interest rate differential; interest rate applied; arrears in payments; appraisal value; ratio between the current, drawn-down balance of the entire Open Credit and the appraisal value; address of the mortgaged property or properties and the mortgage guarantee.

The selected Second Drawdowns with errors detected in the verification of the sample shall not be assigned to the Fund.

2.2.1 Jurisdiction governing the securitised assets

The securitised assets are governed by Spanish law.

2.2.2 Description of the general characteristics of the obligors and the economic environment, as well as general statistics on the securitised assets.

The obligors of the Second Drawdowns are private individuals who have been granted mortgage loans for any purpose, and they are all guaranteed by a first property mortgage duly recorded in the Property Register.

a) Information about the distribution of the pending capital of the selected Second Drawdowns.

The following table shows the distribution of the Outstanding Balance of the selected Second Drawdowns at intervals of 50,000 euros, as well as the weighted average, minimum and maximum amounts by obligor.

Portfolio of Second Drawdowns on 22 April 2007					
Classification by Intervals of Outstanding Principal					
Intervals of Principal		Second Drawdowns		Outstanding Principal	
Euros		Number	%	Amount	%
0.00	49,999.99	79,216	92.41%	1,378,678,076.83	72.14%
50,000.00	99,999.99	5239	6.11%	351,173,968.83	18.37%
100,000.00	149,999.99	891	1.04%	106,323,210.50	5.56%
150,000.00	199,999.99	243	0.28%	41,720,577.40	2.18%
200,000.00	249,999.99	68	0.08%	15,141,248.06	0.79%
250,000.00	299,999.99	37	0.04%	10,236,167.60	0.54%
300,000.00	349,999.99	19	0.02%	6,039,290.10	0.32%
350,000.00	399,999.99	5	0.01%	1,913,950.13	0.10%
TOTAL		85,718	100.00%	1,911,226,489.45	100.00%
				Average Outstanding Principal:	22,177.23
				Maximum Outstanding Principal:	391,153.64
				Minimum Outstanding Principal:	7500.24

b) Information about the formalisation date of the selected Second Drawdowns.

The following table shows the distribution of the selected Second Drawdowns according to the formalisation date at intervals of 6 months, as well as the seasoning, minimum and maximum age.

Portfolio of Second Drawdowns on 22 April 2007					
Classification by order of the formalisation date					
Interval		Second Drawdowns		Outstanding Principal	
Date of signing		Number	%	Amount	%
01/07/1993	31/12/1993	1	0.00%	9,309.05	0.00%
01/01/1994	30/06/1994	7	0.01%	136,893.85	0.01%
01/07/1994	31/12/1994	16	0.02%	337,083.37	0.02%
01/01/1995	30/06/1995	32	0.04%	521,543.91	0.03%
01/07/1995	31/12/1995	38	0.04%	862,823.02	0.05%
01/01/1996	30/06/1996	76	0.09%	1,451,412.90	0.08%
01/07/1996	31/12/1996	135	0.16%	2,509,870.29	0.13%
01/01/1997	30/06/1997	330	0.38%	5,873,397.86	0.31%
01/07/1997	31/12/1997	539	0.63%	10,105,267.90	0.53%
01/01/1998	30/06/1998	784	0.91%	14,088,453.88	0.74%
01/07/1998	31/12/1998	1,114	1.30%	18,886,728.58	0.99%
01/01/1999	30/06/1999	1,414	1.65%	24,469,784.79	1.28%
01/07/1999	31/12/1999	1,124	1.31%	17,877,436.04	0.94%
01/01/2000	30/06/2000	1,317	1.54%	21,933,833.94	1.15%
01/07/2000	31/12/2000	1,265	1.48%	22,436,351.33	1.17%
01/01/2001	30/06/2001	1,646	1.92%	29,465,036.61	1.54%
01/07/2001	31/12/2001	1,711	2.00%	29,659,166.06	1.55%
01/01/2002	30/06/2002	2,300	2.68%	44,482,325.86	2.33%
01/07/2002	31/12/2002	3,125	3.65%	63,751,209.50	3.34%
01/01/2003	30/06/2003	5,134	5.99%	120,832,170.49	6.32%
01/07/2003	31/12/2003	7,524	8.78%	185,195,962.46	9.69%
01/01/2004	30/06/2004	5,922	6.91%	126,728,482.75	6.63%
01/07/2004	31/12/2004	6,301	7.35%	138,285,019.60	7.24%
01/01/2005	30/06/2005	8,347	9.74%	189,008,562.59	9.89%
01/07/2005	31/12/2005	9,809	11.44%	234,088,519.27	12.25%
01/01/2006	30/06/2006	11,581	13.51%	269,150,445.17	14.08%
01/07/2006	31/12/2006	11,783	13.75%	282,648,387.48	14.79%
01/01/2007	30/06/2007	2,343	2.73%	56,431,010.90	2.95%
Total Portfolio		85,718	100.00%	1,911,226,489.45	100.00%
				Seasoning	2.66 years
				Maximum age	20/12/1993
				Minimum age	01/02/2007

c) **Information on the applicable nominal interest rates: maximum, minimum and weighted average rates of the selected Second Drawdowns.**

The following table shows the distribution of the selected Second Drawdowns pooled by credit at intervals of the applicable nominal interest rate expressed as a percentage on 22 April 2007, as well as the average, minimum and maximum amounts.

Portfolio of Second Drawdowns on 22 April 2007					
Classification by Nominal Interest					
Interest interval		Second Drawdowns		Outstanding Principal	
(%)		Number	%	Amount	%
2,5	2,99	1	0.00%	35,545.60	0.00%
3	3,49	97	0.11%	3,773,608.27	0.20%
3,5	3,99	2,941	3.43%	101,255,682.25	5.30%
4	4,49	13,601	15.87%	366,763,834.42	19.19%
4,5	4,99	26,644	31.08%	624,013,454.12	32.65%
5	5,49	21,373	24.93%	419,219,865.47	21.93%
5,5	5,99	15,351	17.91%	291,460,121.73	15.25%
6	6,49	4,656	5.43%	85,749,207.20	4.49%
6,5	6,99	983	1.15%	17,731,664.03	0.93%
7	7,49	66	0.08%	1,156,761.46	0.06%
7,5	7,99	5	0.01%	66,744.90	0.00%
Total		85,718	100.00%	1,911,226,489.45	100.00%
Weighted Average Interest:				4.91%	
Maximum Interest:				7.765%	
Minimum Interest:				2.75%	

d) **Information on the nature of the applicable interest rate and reference indices for determining the variable interest rates applicable to the selected Second Drawdowns.**

All interest of the selected Second Drawdowns is variable. The following table shows the distribution of the Second Drawdowns according to the applicable reference indices for determining the nominal interest rate.

Portfolio of Second Drawdowns on 22 April 2007				
Classification by reference index of the interest rate				
Reference Index	Second Drawdowns		Outstanding Principal	
	Number	%	Amount	%
OFFICIAL EURIBOR	37,269	43.48%	948,750,109.56	49.64%
I.R.M.H. INDEX REF. MORT. MARKET	115	0.13%	2,464,623.61	0.13%
I.R.P.H. CAJAS	41,525	48.44%	816,604,831.86	42.73%
MIBOR	6,809	7.94%	143,406,924.42	7.50%
Total Portfolio	85,718	100.00%	1,911,226,489.45	100.00%

e) Information on the Legal Final Maturity of the selected Second Drawdowns.

The following table shows the distribution of the selected Second Drawdowns according to the Legal Final Maturity in annual intervals, as well as the adjusted average total residual life and the minimum and maximum legal final maturities.

Portfolio of Second Drawdowns on 22 April 2007				
Classification by Final Amortisation Date				
Date	Second Drawdowns		Outstanding Principal	
Maturity	Number	%	Amount	%
2017	3725	4.35%	64,397,243.93	3.37%
2018	3934	4.59%	70,145,535.51	3.67%
2019	3602	4.20%	65,702,663.11	3.44%
2020	2990	3.49%	58,760,940.20	3.07%
2021	2760	3.22%	55,393,645.07	2.90%
2022	2707	3.16%	53,327,250.20	2.79%
2023	3378	3.94%	70,193,833.77	3.67%
2024	3067	3.58%	65,440,029.90	3.42%
2025	3090	3.60%	70,199,362.30	3.67%
2026	2838	3.31%	62,891,674.51	3.29%
2027	3288	3.84%	70,414,613.25	3.68%
2028	5363	6.26%	110,416,584.19	5.78%
2029	6015	7.02%	125,313,292.58	6.56%
2030	5589	6.52%	124,690,156.84	6.52%
2031	5203	6.07%	113,148,737.20	5.92%
2032	5193	6.06%	113,030,114.44	5.91%
2033	7272	8.48%	172,145,548.47	9.01%
2034	5434	6.34%	133,436,266.59	6.98%
2035	5712	6.66%	162,783,129.83	8.52%
2036	2973	3.47%	97,911,870.46	5.12%
2037	558	0.65%	18,020,541.55	0.94%
2038	119	0.14%	3,017,841.37	0.16%
2039	27	0.03%	976,818.76	0.05%
2040	24	0.03%	985,273.70	0.05%
2041	86	0.10%	2,906,425.10	0.15%
2042	35	0.04%	1,089,604.76	0.06%
2043	47	0.05%	1,241,877.75	0.06%
2044	80	0.09%	1,715,509.34	0.09%
2045	170	0.20%	4,720,216.43	0.25%
2046	373	0.44%	14,345,347.95	0.75%
2047	66	0.077%	2,464,540.39	0.129%
Total Portfolio	85,718	100.00%	1,911,226,489.45	100.00%
		Weighted average maturity	21.78 years	
		Maximum maturity	01/04/2047	
		Minimum maturity	01/01/2017	

f) **Information on the geographic distribution by autonomous communities.**

The following table shows the distribution by autonomous communities of the Second Drawdowns according to where the obligors' guaranty is located.

Portfolio of Second Drawdowns on 22 April 2007				
Geographic Classification by Autonomous Community				
Autonomous Community	Second Drawdowns		Outstanding Principal	
	Number	%	Amount	%
Andalusia	9,859	11.50%	191,426,784.48	10.02%
Aragón	480	0.56%	10,808,339.52	0.57%
Balearic Islands	4,873	5.68%	91,013,632.59	4.76%
Canary Islands	1,485	1.73%	31,733,576.11	1.66%
Cantabria	933	1.09%	20,045,076.84	1.05%
Castilla León	1,752	2.04%	37,690,325.41	1.97%
Castilla La Mancha	1,931	2.25%	41,965,443.40	2.20%
Catalonia	43,295	50.51%	993,413,876.80	51.98%
Ceuta	41	0.05%	819,233.14	0.04%
Madrid	10,870	12.68%	284,062,428.43	14.86%
Navarra	546	0.64%	12,678,431.79	0.66%
Valencia	3,637	4.24%	71,364,222.39	3.73%
Extremadura	617	0.72%	11,687,428.63	0.61%
Galicia	1,826	2.13%	35,958,648.67	1.88%
Rioja	179	0.21%	3,533,168.75	0.18%
Melilla	1	0.00%	9,665.93	0.00%
Basque Country	1,757	2.05%	40,028,689.57	2.09%
Asturias	146	0.17%	3,080,190.12	0.16%
Murcia	1,490	1.74%	29,907,326.88	1.56%
Total Portfolio	85,718	100.00%	1,911,226,489.45	100.00%

g) **Information about the existence of late payments in the collection of the principal or interest of the selected Second Drawdowns and, if applicable, the amount of the current principal and interest of the Second Drawdowns in arrears up to 90 days.**

The following table shows the number of Second Drawdowns, the outstanding principal, and the due and unpaid principal and interest of the selected Second Drawdowns that existed on 22 April 2007 with some delay in the payment of overdue amounts.

Portfolio of Second Drawdowns on 22 April 2007					
Late payments of instalments due					
Day Interval	Operations	%	Outstanding Principal	%	Principal and interest due and not paid
Up to date with payment	84,078	98%	1,879,133,474.02	98%	0.00
1-30	1,640	2%	32,093,015.43	2%	168,604.41
30-60	0	0%	0.00	0%	0.00
60-90	0	0%	0.00	0%	0.00
Total Portfolio	85,718	100%	1,911,226,489.45	100%	0.01%

On the Constitution Date of the Fund, none of the selected Second Drawdowns shall have non-payments exceeding 30 days.

- h) **Information about the distribution of the total drawn-down balance of the credit between the first and Second Drawdowns.**

Portfolio pooled by credit on 22 April 2007			
Breakdown by credit			
	Credits included in the portfolio	First Drawdowns of the Credit	Second Drawdowns of the Credit
No. of Operations	60,997	60,997.00	224,200.00
Outstanding Balance	6,225,138,415.57	3,929,348,896.76	2,295,789,518.81

- i) **Information about the distribution of the Outstanding Balance of the first drawdowns between securitised and unsecuritised.**

Portfolio pooled by credit on 22 April 2007			
Breakdown of First Drawdowns			
	No. of Operations	Outstanding Balance	%
Securitised First Drawdowns	12,915	807,442,972.46	21%
Unsecuritised First Drawdowns	48,082	3,121,905,924.30	79%
Total First Drawdowns	60,997	3,929,348,896.76	100%

j) **Information about the distribution of the outstanding principle of the Second Drawdowns between securitised and unsecuritised.**

Portfolio pooled by credit on 22 April 2007			
Breakdown of Second Drawdowns			
	No. of Operations	Outstanding Principal	%
Second Drawdowns of the Credit Included in the portfolio	85,718	1,911,226,489.45	83%
Second Drawdowns of the Credit NOT Included in the portfolio	138,482	384,563,029.36	17%
Total Second Drawdowns	224,200	1,911,226,489.45	100%

2.2.3 Legal nature of the assets

The assets are composed of the Second Drawdowns on mortgage loans, all formalised by execution of the corresponding public instrument.

The Second Drawdowns shall be pooled into the assets of the Fund's balance sheet through the issuance of mortgage transfer certificates by the Assignor and the subscription thereof by the Fund, represented by the Fund Manager in the latter case, in accordance with the provisions of the Fifth Additional Provision to Law 3/1994 in the draft given by Law 44/2002, in Law 2/1981 and in Royal Decree 685/1982, all as summarised in Section 3.3 of this Addendum.

2.2.4 Maturity or expiration date or dates of the assets

Each of the selected Second Drawdowns has a Final Maturity Date, without prejudice to the periodic partial amortisation instalments made pursuant to the special conditions of one of the mortgage loans.

At any given time in the life of the Second Drawdowns, the obligors can repay part or all of the capital pending amortisation in advance, thereby stopping the accrual of interest on the part settled early from the time that repayment occurs.

The Legal Final Maturity of the selected Second Drawdowns is between 1 January 2017 and 1 April 2047.

1 April 2047 is the Legal Final Maturity of the Fund.

The preceding Section 2.2.2.e) includes a table that shows the distribution of the selected Second Drawdowns according to the Legal Final Maturity of each one.

2.2.5 Value of assets

The Fund's assets shall be composed of mortgage transfer certificates assigned and issued by "la Caixa" and selected from among the mortgage loans composing the audited portfolio up to the amount that equals or is as close as possible by default to 1,500,000,000 euros.

The portfolio of selected mortgage loans from which the Second Drawdowns assigned to the Fund on the date of constitution shall be drawn is formed by 60,997 mortgage loans whose outstanding principal on 22 April 2007 amounted to 1,911,226,489.45 euros ("**Initial Balance**").

The preceding Section 2.2.2.b) includes a table that shows the distribution of the selected Second Drawdowns according to the principal pending maturity of each one.

2.2.6 Ratio of total drawn-down amount of the credit to the appraised value or level of overcollateralisation.

There were 85,718 selected Second Drawdowns on 22 April 2007, and their outstanding principal amounted to 1,911,226,489.45 euros.

The ratio, expressed as a percentage, between the amount of the principal pending amortisation as of 22.04.07 and the appraised value of the mortgaged properties of the selected mortgage loans was between 10% and 80% with a weighted average of outstanding principal on each mortgage loan of 58.23%.

Portfolio of Total Drawdowns pooled by Credit on 22 April 2007						
Classification by the relationship between total drawn-down balance and the Appraised Value						
Principal/Appraisal Intervals (%)	Total Amounts Drawn Down		Total Drawn-down Balance		Appraisal Value	Principal/Appraisal Average
	Number	%	Amount	%		
0 to 9.99%	0	0.00%	0.00	0.00%	0.00	0.00%
10 to 19.99%	2,254	3.70%	105,682,855.50	1.70%	676,794,554.80	0.00%
20 to 29.99%	4,528	7.42%	287,804,560.10	4.62%	1,138,983,578.00	25.27%
30 to 39.99%	6,880	11.28%	538,486,659.80	8.65%	1,532,503,895.00	35.14%
40 to 49.99%	8,899	14.59%	825,373,390.80	13.26%	1,829,007,004.00	45.13%
50 to 59.99%	10,846	17.78%	1,144,720,620.00	18.39%	2,075,481,167.00	55.15%
60 to 69.99%	14,799	24.26%	1,709,766,995.00	27.47%	2,617,963,574.00	65.31%
70 to 80%	12,791	20.97%	1,613,303,334.00	25.92%	2,140,762,838.00	75.36%
TOTAL	60,997	100.00%	6,225,138,415.20	100.00%	12,011,496,610.80	51.83%
				Weighted Average:	58.23%	
				Minimum:	10.00%	
				Maximum:	80.00%	

2.2.7 Asset creation method

The Second Drawdowns selected for assignment to the Fund were assigned by the Assignor following its usual procedure for analysing and assessing credit risk. The current procedures used by "la Caixa" are described below:

A) Introduction

The four basic principles of "la Caixa's" risk policy are the following:

1. Solvency of the applicant.
2. Purpose of the operation.
3. Analysis of the guarantee.
4. Financed percentage on the value of the home.

B) Variables analysed for granting loans

1. Characteristics of credits

The key aspects are the purpose of the investment, the amount to be financed and the term of the operation. Also considered in mortgage loans is the amount up to which the customer may be able to make future drawdowns. Other aspects to

analyse are the economic conditions to be applied to the operation (the interest rate, the differential in the case of variable interest, commissions, etc.).

2. Title holder information:

“la Caixa” maintains a file for each credit, which includes all the documentation of the same and which includes the following, among others:

- National Identity Document number / Tax Number
- Marital status
- Age
- Proof of income
- Proof of purpose
- Income tax return and net worth
- Application for the mortgage operation
- Last property deed of the property
- Last property tax receipt

3. Debt to Income

In its internal rules, “la Caixa” recommends that the repayment obligations contracted by the Applicant do not exceed 40% of their net annual income.

4. References

The financial dealings of the holder with third parties are evaluated. It is mandatory to consult the RAI, CIM and CIRBE registers. Bank references and commercial reports are likewise requested, especially for new customers.

5. Relationship with “la Caixa”

When the case is evaluated, the customer’s relationship with “la Caixa” is taken into account. There is an internal CIM register, similar to the RAI, which includes all default incidents that may have occurred, the consultation of which will be included upon formalising the Proposal Sheet.

C) Credit Scoring

“la Caixa” has a mortgage scoring system that is used for all mortgage loan operations for individuals, whatever the purpose of the operation may be.

This system provides “la Caixa” with a support tool for making uniform and objective decisions. Even though it is used as a consultation tool, the analysis must be performed. Moreover, in the event that a decision is made contrary to the recommendation of the system, a justified reason must be provided for such decision.

D) Legal requisites

1. Register verification

Once the application has been accepted for processing, the office requests the note of entry in the Property Register of the property provided as a guarantee.

2. Binding offer

When an operation is approved, "la Caixa" shall provide the applicant, in the circumstances prescribed by law, with a binding offer that will include all the conditions offered to the customer. Binding offers are valid for 10 Business Days.

3. Appraisal Certificate

The assets to be mortgaged are appraised by independent valuation companies, previously selected by "la Caixa" and authorised by the Bank of Spain.

4. Damage policies

At the time of constitution, verification is carried out to ensure that there is damage insurance on the property provided as collateral. "la Caixa" assures that said insurance covers the amount of the operation and that the beneficiary clause has been completed in favour of "la Caixa".

E) Risk authorisation authority

The authority delegation system established by la Caixa for authorising asset operations is based on two points: Risk and Rate.

Risk Level:

- A scale of values that constitute the approval authorities for each one of the hierarchies that are detailed at the end is established, depending on the collateral of the operation.
- There is also a scale of maximum amounts for each approval level, which integrates all the weighted risks of a customer, based on their collateral.
- For each one of the hierarchical levels, the amount of the mortgage to be granted is limited by maximum percentages over the appraisal value according to the type and use of the real property offered as collateral. The amount up to which the customer can make future drawdowns is also limited.

Rate level: Levels are established for every case (interest, commission, margin...). Of all these, the required level for each operation shall be the highest.

The basic standard levels established in the network are the following: Branch, Business Area Management, General Management and Territory Management, if

applicable. Approval always requires two of the parties taking part to be recorded.

All internal approval authorities are managed automatically by the computer system of "la Caixa", whereby every employee has an assigned authority level.

Approval hierarchy:

Network:

1. Branch
2. Business Area Management / Risk Director
3. General Management
4. Territory Management

Central Services:

5. Credit Committee
6. Executive Commission
7. Board of Directors

F) Operation processing and approval

1. Processing

The Branch informs the customer of the documentation that they must provide and of the financial conditions of the operation. Once the Appraisal and Land Register Note are provided and reviewed, the application is entered into the asset operation application processing system (SIA). During this data entry process the application is scored and the CIM, RAI, CIRBE, ASNEF, etc., registers are consulted.

2. Approval

Once the transaction has been studied, and after analysing the ownership and charges against the property to be mortgaged, the branch makes an approval proposal. The computer system determines the necessary level of authorities (Rate and Risk) in order to approve the operation.

G) Formalisation of operations

In general, for each operation, the computer system provides a document that indicates the draft model to be used for granting the corresponding mortgage loan instrument, as well as the details of all the data for completing the same.

The policy of "la Caixa" is only to accept property free from encumbrances. Thus, if there is a previous mortgage with an Outstanding Balance to be collected, a loan or credit is granted that includes the balance of the previous mortgage and the previous charge is cancelled with part of the amount granted.

In the event that there is a mortgage but with a zero balance, "la Caixa" requests a debt cancellation certificate signed by the bank under whose name the mortgage is recorded, thereby confirming the zero balance of the same.

After signing the mortgage instrument before a notary, the operation is formally constituted and is registered in the risk management system of "la Caixa". The financed amount is then automatically credited to the customer's account.

The mortgage is recorded in the Property Register for the following amount:

- (a) principal of the loan; plus
- (b) six months of ordinary interest (initial interest of the loan) + 5%; plus
- (c) eighteen months of default interest at 15%; plus
- (d) costs.

Finally, the agency in charge and the branch ensure that the mortgage is correctly recorded in the property register.

The following table shows historical information on Second Drawdowns. Specifically, information is provided about the evolution of the weight of Second Drawdowns on the mortgage portfolio of Open Credit.

WEIGHT OF SECOND DRAWDOWNS (Amount in millions of €)				
GRANT DATE	TOTAL AMOUNT DRAWN DOWN	DRAWN-DOWN AMOUNT 1ST DRAWDOWN	DRAWN-DOWN AMOUNT 2ND DRAWDOWNS	% 2ND DRW/CL
1998	8,110.93	6,999.86	1,091.18	13.45%
1999	11,950.46	10,491.96	1,438.23	12.03%
2000	16,613.39	14,845.15	1,744.51	10.50%
2001	21,761.50	19,693.30	2,039.10	9.37%
2002	28,044.60	25,606.50	2,395.20	8.54%
2003	36,944.90	33,773.40	3,171.50	8.58%
2004	46,843.30	43,165.30	3,678.00	7.85%
2005	60,752.20	56,447.70	4,304.50	7.09%
2006	78,707.50	73,621.70	5,085.50	6.46%

2.2.8 Representations to the Issuer in relation to the assets

The Fund Manager has obtained declarations and guarantees regarding the characteristics of the Assignor, of the Second Drawdowns and the mortgage transfer certificates. These are described in this section and shall be ratified in the deed of constitution

Regarding the Assignor

- 1) That it is an credit entity duly formed in accordance with applicable law, registered in the Commercial Register and the Bank of Spain's Register of Credit Entities and is authorised to grant loans to individuals and to operate in the mortgage market.
- 2) That it is not and has not been, either on the Fund Incorporation Date or anytime thereafter, in a situation of insolvency which could lead to bankruptcy proceedings.
- 3) That it has obtained all necessary authorisations, both administrative and corporate, including authorisation from the third parties who could be affected by the assignment of the Second Drawdowns to assign the Second Drawdowns to the Fund and to issue the mortgage transfer certificates and for the valid execution of the Deed of Constitution, of the commitments assumed therein and the rest of the agreements related to the constitution of the Fund.
- 4) That it has its audited annual accounts for the last three financial years ending 31 December 2004, 2005 and 2006. The auditors' report for the annual accounts from the 2004 financial year contains an exception due the lack of uniformity in the application of accounting standards and principles, and the auditor agrees with the change. There are no qualifications recorded in the auditors' reports of the annual accounts corresponding to the 2005 and 2006 financial years. These annual accounts have been filed with the CNMV.

Regarding Second Drawdowns

- 1) That all the Second Drawdowns exist and are valid and callable under applicable law.
- 2) That the Assignor is the rightful owner of the entirety of the Second Drawdowns, free from liens or claims, and there exists no impediment whatsoever to their being assigned to the Fund.
- 3) That all the Second Drawdowns are denominated in euros and are payable exclusively in euros.
- 4) That the data relative to the Second Drawdowns that are included as Annex to the Deed of Constitution correctly reflect the present situation, as included in the a that document the Second Drawdowns and in the data files of the financing operations, and that those data are correct, complete

and not conducive to error. Likewise, any other additional information about the characteristics of the Second Drawdowns portfolio of the Assignor set forth in the Prospectus is correct and not conducive to error.

- 5) That the criteria described in Section 2.2.7 of this Addendum is that regularly used by the Assignor to approve financing operations.
- 6) That the criteria established by the Assignor on each corresponding date have been followed for the granting of the Second Drawdowns included in the portfolio.
- 7) That all of the Second Drawdowns are clearly identified on a data carrier and are the object of analysis and tracking by the Assignor from the concession thereof, in accordance with the usual procedures this party has established.
- 8) That since the time they were granted, all of the Second Drawdowns have been and are being administered by the Assignor in accordance with the regular procedures used by the Assignor in the administration of finance operations.
- 9) That it is unaware of the existence of lawsuits of any kind with regard to the Second Drawdowns that could prejudice their validity and enforceability. The Assignor further represents that, to its knowledge, none of the obligors of the Second Drawdowns have been declared bankrupt.
- 10) That the Assignor is unaware of any obligor of the Second Drawdowns who, as the holder of a credit right against the Assignor, is in a position to oppose offsetting.
- 11) That none of the obligors can raise any objection whatsoever to the Assignor against the payment of any second drawdown amount.
- 12) That the public deeds in which the Open Credits from which the Second Drawdowns assigned to the Fund have been formalised do not contain clauses that prevent the assignment of these or in which there is a requirement for authorisation in order to be able to carry out the aforementioned assignment. Likewise, all of the requirements with regard to the assignment which, if appropriate, are set forth in the documents of formalisation of the Open Credits from which the Second Drawdowns assigned to the Funds, have been duly satisfied.

- 13) That on the Constitution Date of the Fund, none of the Second Drawdowns is in arrears for periods in excess of 30 days.
- 14) That on the Fund Constitution Date, the Assignor has not received notification of a Clean-up Call for the total balance of the Second Drawdowns.
- 15) That none of the Second Drawdowns has a Final Maturity Date later than 1 april 2047.
- 16) That the payment of the principal and interest on all Second Drawdowns shall be by direct debit.
- 17) That on the date of constitution, each one of the Second Drawdowns has had at least two matured instalments.
- 18) That, in accordance with its internal registers, none of the Second Drawdowns corresponds to grants to property developers for the construction or rehabilitation of housing and/or commercial premises intended for sale.
- 19) That the guarantees of the Second Drawdowns are valid and enforceable in accordance with applicable legislation, and the Assignor has no knowledge of the existence of any circumstance that prevents their execution.
- 20) That no person has any preferential right to the Fund's right, as a holder of the Second Drawdowns, to the receipt of quantities derived therefrom with the exception of legally established preferential rights.
- 21) That the financing operations to which the Second Drawdowns refer have been granted to natural persons for any purpose.
- 22) That both the granting of the Second Drawdowns as well as their assignment to the Fund and all aspects related thereto have been made according to market criteria.
- 23) That the data and information relative to the Second Drawdowns selected for assignment to the Fund contained in Section 2.2.2. of this Addendum faithfully reflect the situation as of the corresponding date and that all such information is complete and correct.

- 24) There are no leasing agreements in the selected portfolio.
- 25) That all of the Second Drawdowns are subject to a previously established periodic amortisation schedule.
- 26) That none of the Second Drawdowns contain an interest deferral clause.
- 27) That no additional appraisals are carried out in order to grant the Second Drawdowns.
- 28) That the mortgages are granted for properties that lawfully and totally belong to the respective mortgagee and that "la Caixa" is unaware of the existence of any lawsuits concerning the ownership of said properties that could prejudice the mortgages.
- 29) That none of the Second Drawdowns have been granted on government-subsidised housing or property with a legally protected price.
- 30) That, at the time of granting to the Fund, the Outstanding Balance of principal of the total of the respective "Open Credit", that is to say, including all of the drawdowns made under that credit, does not exceed 80% of the appraisal value of the mortgaged properties under guarantee.
- 31) That on the date of formalisation, all of the mortgaged properties which guarantee the Second Drawdowns are covered by at least one fire insurance policy in which the insured capital is not less than the appraised value of the mortgaged property, excluding those elements which by their nature are uninsurable.
- 32) That all the obligors are physical individuals and tax residents in Spain on the Constitution Date of the mortgage.
- 33) That the instalment periodicity of the Second Drawdowns is monthly.
- 34) That all the Second Drawdowns are guaranteed by a property mortgage on first residential properties.
- 35) That the Issuing Entity has no knowledge of a depreciation in the value of any mortgaged property of more than 20% of the appraisal value.
- 36) That the Issuing Entity has no knowledge that the payments of the Second Drawdowns are subject to any tax retention at source.

In relation to the mortgage transfer certificates and the Second Drawdowns.

- 1) That the Executive Commission of the Assignor has validly adopted all resolutions necessary for the issuance of the mortgage transfer certificates.
- 2) That the data relative to the Second Drawdowns included in the Multiple Titles accurately reflect the current situation as contained in the data files and paper files of said mortgage loans and are correct and complete.
- 3) That the mortgage transfer certificates are issued under the protection of article 18 of Financial System Reform Law 44/2002 of 22 November, by which a new paragraph is added to Section two of the Fifth Additional Provision of Law 3/1994 and other applicable regulations.
- 4) That all the Second Drawdowns are guaranteed by property mortgages formed with full ownership and first-lien mortgaged properties, without them being subject to prohibitions of conveyance, executive conditions or any other limitation on the ownership.
- 5) That all the Open Credits from which the Second Drawdowns assigned to the Fund are formalised in public deeds and all mortgages are duly constituted and registered in the pertinent Property Registers and that the registration data correspond to those mentioned in the multiple deed. The registration of the mortgaged property remains in force and there are no contradictions of any kind.
- 6) That all of the Second Drawdowns have been effectively used by the obligors prior to their assignment to the Fund.
- 7) That, at the time the Open Credit was granted, all of the mortgaged properties have been appraised by appraisal companies duly registered with the Bank of Spain and that the appraisal certificates have been issued for all appraisals.
- 8) That the characteristics of the Second Drawdowns are not of the kind excluded or restricted by article 32 of Royal Decree 685/1982 for covering the issue of mortgage transfer certificates.
- 9) That the Second Drawdowns are not securitised, either by nominal certificate, to the order of, or to the bearer, other than the mortgage transfer certificates that are issued for subscription purposes by the Fund.

- 10) That the Second Drawdowns are not included in any issue of mortgage Bonds, mortgage shares or mortgage transfer certificates, other than the issue of the mortgage transfer certificates, and, from the issue of these, the Second Drawdowns shall not be included in any issue of mortgage debenture, mortgage Bonds, mortgage shares or other mortgage transfer certificates.
- 11) That the properties mortgaged in guarantee of the Second Drawdowns are residential properties that are habitable and located in Spain.
- 12) That the Assignor has no knowledge of the existence of any circumstance that would preclude the mortgage loan from being called.
- 13) That no-one has a preferential right over the Fund with regard to the Second Drawdowns as the owner of the mortgage transfer certificates.
- 14) That the mortgage transfer certificates are issued for a period of time equivalent to the time remaining until the due date and at the same interest rate of each one of the Second Drawdowns to which they refer.

These declarations are made by “la Caixa” after the pertinent verifications of the Second Drawdowns have been made for the purposes of Section 2.2.9. below, the fact that such verifications were made does not rule out the possibility that during the term of the Second Drawdowns it may be found that one of them or the corresponding mortgage transfer certificates does not comply as of the Fund Constitution Date with the representations contained in Section 2.2.8, in which case the provisions of Section 2.2.9. below shall apply.

In any event, the foregoing may not be construed as a guarantee of any kind by the Assignor, nor the subscription by the Assignor of any repurchase agreement or a guarantee of the success of the operation.

2.2.9 Substitution of the securitised assets

If at any time during the term of the Second Drawdowns it is discovered that any of them do not conform to the representations made in part 2.2.8 of this Addendum at the time of constitution of the Fund, the Assignor, with the Fund Manager’s approval, undertakes:

- a) To remedy the defect within 30 days of becoming aware of the defect or being notified by the Fund Manager of the existence of the defect.

- b) If such remedy as described in part a) is not possible, the Fund Manager shall request that the Assignor replace the affected second drawdown and the corresponding mortgage transfer certificate with others of similar financial characteristics (with regard to the amount, term, guarantee, interest rate, payment frequency, and internal rating of the corresponding obligor, range of mortgages and ratio between the Outstanding Balance of principal and the property appraisal amount) which must be accepted by the Fund Manager within 30 days providing that the ratings awarded to the Bonds by the Ratings Agencies are not affected. If there is a positive difference between the balance of the replaced second drawdown and the balance of the new second drawdown, the difference shall be deposited in the treasury account. Likewise, the Assignor shall issue a new multiple deed that shall be exchanged for the one surrendered by virtue of the provisions of this Prospectus.

As soon as it becomes aware that one of the Second Drawdowns assigned by it does not comply with the representations made in part 2.2.8 of this Addendum, the Assignor shall notify the Fund Manager and indicate the Second Drawdowns it intends to assign in replacement of those affected.

When a loan is replaced, the Assignor shall demonstrate that the replacement second drawdown complies with the representations contained in Section 2.2.8. of this Addendum.

The Assignor undertakes to formalise the assignment of the replacement Second Drawdowns in a notarised document in the manner and period established by the Fund Manager and to provide any information relative to them which the Fund Manger deems necessary.

- c) Along with the obligations assumed in parts a) and b) above and under those circumstances where rectification is called for and the defect is not or cannot be remedied or where replacement is not possible, in the Fund Manager's opinion and notified to the Assignor and to the National Securities Market Commission, the Assignor undertakes to return, in cash, the principal of the Second Drawdowns in question and all accrued and unpaid interest on those loans and Second Drawdowns and any other amount payable to the Fund, which shall be deposited in the treasury account.

In any of the cases mentioned above, the replacement of the Second Drawdowns shall be notified to the CNMV and Rating Agencies.

2.2.10 Insurance policies on the securitised assets.

Not applicable.

2.2.11 Information on obligors in those cases where the securitised assets comprise the obligations of 5 or fewer obligors who are legal entities or if one obligor represents 20% or more of the assets or if one obligor represents a substantial part of the assets.

Not applicable.

2.2.12 Detail of the relationship between the Issuer, the guarantor and the obligor, if this is important for the issue

There is no relationship between the Fund, the Assignor, the Fund Manager and the other participants in the operation other than those described in 5.2 and 6.7 of the Registration Document.

2.2.13 If the assets comprise fixed-income securities, a description of the main terms

Not applicable.

2.2.14 If the assets comprise variable-income securities, a description of the main terms

Not applicable.

2.2.15 If the assets comprise variable-income securities that are not traded on a regulated market or equivalent in the event that they represent more than ten (10) per cent of the securitised assets, a description of the main terms

Not applicable.

2.2.16 Property appraisal reports and cash/revenue flows in those cases where a significant part of the assets are guaranteed by real estate.

The appraisal values of the properties in guarantee of the selected Second Drawdowns described in Section 2.2.2 of this Addendum correspond to the valuations made by the appraisal agencies at the time the Open Credit was granted.

2.3 ACTIVELY MANAGED ASSETS BACKING THE ISSUE

Not applicable.

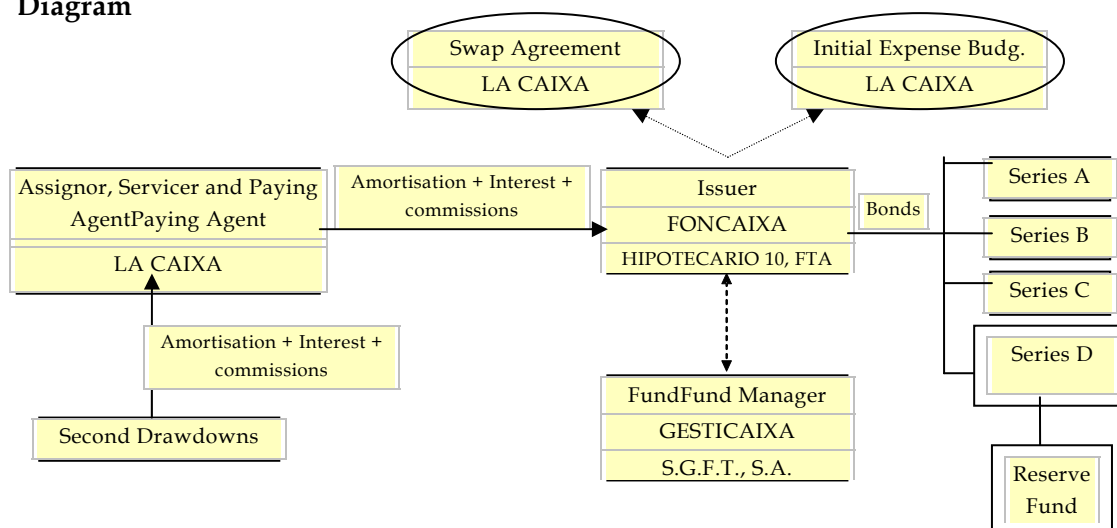
2.4 DECLARATION ON WHETHER THE ISSUER PROPOSES ISSUING NEW SECURITIES BACKED BY THE SAME ASSETS AND DESCRIPTION OF HOW THE HOLDER OF THAT SERIES WILL BE INFORMED.

Not applicable.

3. STRUCTURE AND TREASURY

3.1 DESCRIPTION OF THE OPERATION STRUCTURE, INCLUDING A DIAGRAM WHERE NECESSARY

Diagram



Initial Balance Sheet of the Fund

The balance for the Fund in euros at the end of the Closing Date will be as follows:

ASSETS		LIABILITIES	
Fixed Assets		Bond Issue	
Second Drawdowns	1,500,000,000	Series A Bonds	1,458,000,000
Initial Expenses (*)	420,000	Series B Bonds	30,000,000
		Series C Bonds	12,000,000
		Series D Bonds (***)	12,000,000
Current Assets	1,500,420,000	Long-Term Liabilities	1,512,000,000
Treasury Account (**)	12,000,000	Loan for Initial Expenses (**)	420,000
Total Assets	1,512,420,000	Total Liabilities	1,512,420,000

(*) The estimated Initial Expenses are shown in part 6.1 of the Securities Note.

(**) It is assumed that all Initial Expenses of the Fund and Bond Issue are paid on the Closing Date and are therefore recorded on the balance sheet shown above.

(**) The Initial Reserve Fund.

3.2 DESCRIPTION OF THE ENTITIES THAT ARE TAKING PART IN THE ISSUE AND THE FUNCTIONS THEY MUST PERFORM

The description of the participating entities in the Bond Issue and the functions they perform are shown in Section 5.2 of the Registration Document and 3.1 of the Securities Note.

Amendment of agreements relative to the Fund

The Fund Manager may extend or modify agreements signed in the name of the Fund and replace each one of the service lenders to the Fund by virtue of said agreements. Furthermore, additional agreements may be signed, and additional rating agency(ies) contracted, providing that they are in accordance with existing legal provisions at that specific time and there are no circumstances that prevent the foregoing. In any case, such actions shall require the Fund Manager to give prior notice to the CNMV or the authorisation of the latter, if appropriate, or competent administrative body. Notification must also be given to the Ratings Agencies and said actions may not jeopardise the rating awarded to the Bonds by said Agencies. Furthermore, such changes shall not require the amendment of the Deed of Constitution inasmuch as there is no change to the Fund's Cash Flow Waterfall.

Substitution of participants

If any of the participants in this securitisation operation were to breach their contractual obligations or in the event of a corporate, regulatory or court decision ordering the liquidation, dissolution or receivership of any of them, or if any of them were to file for bankruptcy or if a request filed by a third party were admitted, the Fund Manager would be entitled to terminate the agreements linking them to the Fund provided that such termination is permitted under the law. Following the termination of the agreement as provided for under the law, a new participant would be nominated by the Fund Manager after consulting with the competent administrative authorities so as not to impair the credit rating assigned by Rating Agencies to the Bonds issued by the Fund.

Any such substitution must be communicated to the CNMV, Rating Agencies and the Assignor.

Subcontracting of participants

The participants in the FONCAIXA HIPOTECARIO 10, FONDO DE TITULIZACIÓN DE ACTIVOS, according to their respective contracts, shall be authorised to subcontract or delegate third parties of recognised solvency and capacity to provide any of the committed services, provided that they are legally able to do so and (i) the prior written consent of the Fund Manager is obtained, (ii) the rating assigned by Rating Agencies to the Bonds is not impaired and provided always that (iii) the subcontractor or delegate waives the right to take any action against the Fund. They shall likewise be authorised to terminate such subcontracts and/or delegations. The said subcontracting or delegation may not involve any additional cost or expense for the Fund or the Fund Manager. Notwithstanding any subcontract or delegation, the participants shall not be released or exonerated from any of their responsibilities regulated under their respective agreements. Subcontractors must comply with the rating level conditions imposed by the Rating Agencies in the performance of their roles.

The subcontracting or replacement shall not affect the rating assigned to the Bonds by the Rating Agency. The Fund Manager shall notify the CNMV of all subcontracts, if legally required, and shall obtain the latter's prior consent.

3.3 DESCRIPTION OF THE METHOD AND DATE OF THE SALE, TRANSFER, NOVATION OR ASSIGNMENT OF THE ASSETS OR ANY OBLIGATION AND/OR RIGHT TO THE ASSETS TO THE ISSUER.

3.3.1 Formalisation of the assignment of the Second Drawdowns

The assignment of the Second Drawdowns by the Assignor for acquisition by the Fund and the pooling of these into the Fund's assets is governed by Spanish law and bound by the courts and tribunals of Barcelona.

The issue of the mortgage transfer certificates by "la Caixa", whereby the assignment of the Second Drawdowns is made and whereby they are subscribed by the Fund, shall be formalised through the execution of a Deed of Constitution, effective on that date.

The obligors will not be notified of the assignment of the Second Drawdowns by "la Caixa". For these purposes, notification is not a requirement for the assignment of the Second Drawdowns to be valid. In the event that any of the obligors of the Second Drawdowns maintain a right to a cash credit, due and demandable against the Servicer and, as such it results that any of the Second Drawdowns is offset, in whole or in part, against such a credit right, the Servicer

shall remedy such circumstance or, if it is not possible to remedy it, the Servicer shall proceed to deposit in the Fund the amount compensated plus the interest accrued that would have corresponded to the Fund up to the day on which the deposit is made, calculated in accordance with the applicable conditions of the corresponding second drawdown.

Likewise, in the event of bankruptcy or indications thereof, of intervention by the Bank of Spain, of winding-up or replacement of the Servicer or because the Fund Manager deems it to be reasonably justified, the latter shall require the Servicer to notify the obligors (and, if applicable, third-party guarantors and the underwriters with which the obligors may have signed, if applicable, damage insurance agreements linked to the Open Credits from which the underlying Second Drawdowns are derived from the mortgage transfer certificates) the transfer to the Fund of Second Drawdowns pending amortisation, as well as that the payments derived from the same shall only be fully discharged if they are made into the treasury account open on behalf of the Fund. However, both in the event the Servicer fails to notify the obligors and, if applicable, third-party guarantors and the underwriters within five (5) Business Days of being required to do so and in the event of the bankruptcy or winding-up of the Servicer, the Fund Manager itself shall directly notify the obligors and, if applicable, the third-party guarantors and the underwriters.

3.3.2 Assignment of the Second Drawdowns

The assignment of the Second Drawdowns to the Fund by the Assignor shall be carried out through the issue of corresponding mortgage transfer certificates, so that these are pooled into the Fund via Fund subscription, represented by the Fund Manager in accordance with the provisions laid down in the Fifth Additional Provision of Law 3/1994 in the wording given through Law 44/2002, in Law 2/1981, in its current wording and in Royal Decree 685/1982 7 March, in its current wording.

On the date of constitution, and effective as from that date, the Assignor shall issue as many mortgage transfer certificates as there are Second Drawdowns granted.

Each mortgage transfer certificate refers, as of the Constitution Date, to 100% of the non-matured principal on each one of the Second Drawdowns and accrues interest at a rate equal to the nominal interest rate applicable to the corresponding second drawdown at any given moment.

The mortgage transfer certificates shall start earning interest from the date of constitution.

The mortgage transfer certificates are represented by means of a nominative multiple deed issued by the Assignor representing all of the mortgage transfer certificates. The said multiple deed contains the information required by article 64 of Royal Decree 685/1982 of 17 March, amended by Royal Decree 1289/1991 of 2 August, along with the registration information on the mortgaged property used to guarantee the Second Drawdowns. The transmission of the mortgage transfer certificates shall be limited to institutional or professional investors and may not be acquired by the public at large.

The Fund Manager shall deposit the multiple deed with the Paying Agent, acting for these purposes as the receiver in accordance with the terms of the Paying Agency Agreement.

The assignment of the Second Drawdowns, carried out via the issue of the mortgage transfer certificates by the Assignor and the subscription of same by the Fund, represented by the Fund Manager, shall be full and unconditional and shall be for the totality of the period remaining from the date of constitution until the total maturity of the Second Drawdowns and for the full amount of ordinary interest, without prejudice to the provisions laid down in Section 4.4 of the Registration Document, which refers to the Assignors' right to first refusal with regard to the remaining loans when the Fund matures. This right does not imply any agreement or statement of repurchase of the Second Drawdowns given by the Assignor.

The mortgage transfer certificates shall be transferable through written declaration on the same deed and, in general, through any of the means allowed by law. The transfer of the mortgage transfer certificate and the address of the new holder must be notified by the acquirer to the issuing entity of the certificates.

In the event that any of the mortgage transfer certificates has to be substituted as described in Section 2.2.9 of this Addendum, or in the event that the Fund Manager, in representation and on behalf of the Fund, proceeds with the execution of a second drawdown as set forth in Section 3.7.2 of this Addendum, or in the event that said mortgage transfer certificates must be sold because of a Clean-up Call for the Fund under the circumstances and conditions set forth in Section 4.4.3 of the Registration Document, if applicable, "la Caixa" undertakes to split, if appropriate, any multiple deed into as many individual or multiple deeds

as necessary, to substitute it or to exchange in order to achieve the aforementioned aims.

“la Caixa”, as the Issuer, will keep a special book where it will record the mortgage transfer certificates issued and the address changes notified by the owners of the mortgage transfer certificates, furthermore stating (i) the date of formalisation and due date for the Second Drawdowns, the amount of the same and the method of liquidation; and (ii) the property register data for the mortgage that guarantees the Second Drawdowns.

Given the institutional investor nature of the Fund and the subscription by the Fund to the mortgage transfer certificates, in accordance with the second paragraph of article 64.1, of Royal Decree 685/1982, the issue of the mortgage transfer certificates shall not be the object of a marginal note in each inscription of the corresponding Second Drawdowns in the Property Register.

3.3.3 Effectiveness of the assignment

The assignment of the Second Drawdowns and the issue of the mortgage transfer certificates shall take full effect between the parties from the date of constitution.

3.3.4 Price of the assignment

The price of the assignment of the Second Drawdowns shall be equal to the amount, on the date of constitution, of the sum of the initial balance (hereinafter, “**Initial Balance**”) of the Second Drawdowns, which on the date of constitution shall be equal to or less than approximately 1,500,000,000 euros, which shall be paid by the Fund Manager on behalf of the Fund to the Assignor on the Closing Date, with the same value date, once the Fund has received the subscription price of the Bonds. The difference between the subscription price of the Bonds of Series A, B and C and the Initial Balance of the Second Drawdowns shall be deposited into the treasury account. The sum required to set up the initial reserve Fund shall be charged to the Closing of the subscription of the D Series Bonds.

The accrued interest for the Assignor corresponding to each one of the Second Drawdowns (which will be equal to the ordinary interest yielded by each one of the Second Drawdowns as from the last interest liquidation date of each one until the date of constitution) shall be paid by the Fund Manager on behalf of the Fund on the interest liquidation date of each one, after the date of constitution and not subject to the Cash Flow Waterfall provided for in Section 3.4.6 of this Addendum.

3.3.5 The liability of the Assignor as the Assignor of the Second Drawdowns

The Assignor, pursuant to Article 348 of the Commercial Code, is only liable to the Fund for the existence and legitimacy of the Second Drawdowns under the terms and conditions declared in the Fund Constitution Deed and in the Prospectus, as well as for the personality whereby the assignment is made, but does not assume any liability for non-payment by the obligors of the Second Drawdowns, whether of the principal or the interest or any other amount that they could owe by virtue of these.

The Assignor does not assume any liability for the effectiveness of the ancillary guarantees of the Second Drawdowns. Neither shall it assume, in any other way, responsibility for directly or indirectly guaranteeing the successful outcome of the operation, nor execute guarantees or security, nor enter into pacts for the repurchase or substitution of the Second Drawdowns, in accordance with that set forth in Section 2.2.9. of this Addendum, all in fulfilment of the provisions of Royal Decree 926/1998 and other applicable legislation.

All of this notwithstanding the Assignor's liability for the administration of the Second Drawdowns pursuant to the provisions of the Administration Agreement and Initial Expense Loan Agreement and notwithstanding the liability derived from the representations made by the Assignor and contained in Section 2.2.8. of this Addendum. Until the Constitution Date, the Assignor shall continue to assume the risk of insolvency of the obligors.

If the Fund is obliged to pay third parties any sums in connection with the assignment of the Second Drawdowns not paid on the date of constitution due to the fact that the information on the Second Drawdowns provided by the Assignor is incomplete, the Assignor shall be liable to the Fund for any damages, costs, taxes or fines levied on the Fund.

3.3.6 Advance Payment of Funds

The Assignor shall not make any advance payment to the Fund on behalf of the obligors, be it for the principal or interest or any other concept derived from the Second Drawdowns.

3.3.7 Rights conferred on the Fund by the assignment of the Second Drawdowns

The Fund, as the owner of the Second Drawdowns, shall be vested with the rights of assignee recognised in article 1,528 of the Civil Code. More specifically, the Fund shall be entitled to receive payments made by obligors from the date of constitution onwards.

In particular and without being of a restrictive nature, but rather of a merely expository character, the assignment shall confer the following rights to the Fund in relation to each one of the Second Drawdowns:

- a) To receive the total of the amounts that accrue through the Closing of capital or principal of the Second Drawdowns.
- b) To receive the full amount of the sums accrued of the ordinary interest on the capital of the Second Drawdowns.
- c) To receive any other amounts, goods, or rights that are received by "la Caixa" in payment of the principal and ordinary interest, both through the auction price or amount determined by judicial ruling or notary process for enforcement of the mortgage guarantees, as well as through the sale or use of the adjudicated real estate or goods or, as a consequence of the aforementioned enforcements, in interim administration and possession of the real estate in the process of enforcement up to the amount assigned and underwritten.
- d) To receive any other payment received by "la Caixa" for the Second Drawdowns, such as the right stemming from any ancillary rights of the same and the corresponding rights or compensation from any insurance agreement concerning the goods that are mortgaged in guarantee of the Second Drawdowns, up to the assured and assigned amount including late payment interest and any other commission or advance payment that corresponds to the "la Caixa".

There is no obligation to retain or to make deposits on account of the earnings on the mortgage transfer certificate which constitute the Fund's income, as provided for in article 59 k) of Royal Decree 1777/2004 of 30 July which approved the Corporate Income Tax Regulation.

In the event of early settlement of the Second Drawdowns through full or partial repayment of the principal, the substitution of the affected Second Drawdowns shall not take place.

The rights of the Fund deriving from the Second Drawdowns are linked to the payments made by the obligors, and therefore they remain directly affected by the evolution, delays, early repayment or any other incident of the credits from which the Second Drawdowns are derived.

The Fund shall assume all possible expenses or costs that are charged to the Assignor deriving from the collection process in the case of default by the obligors on their obligations, including the exercise of legal action against the same, whichever applies as provided for in Section 3.7.2 of this Addendum.

3.4 EXPLANATION OF THE FLOW OF FUNDS

3.4.1 How the flow of assets will enable the Issuer to fulfil its obligations to the bondholders

Payment by the Fund Assignor of the amounts received through the Second Drawdowns that it administers shall be made in the following way:

The Assignor shall transfer to the Fund's Treasury Account all sums received for any item to which the Fund is entitled to receive through the assigned Second Drawdowns it administers. The payments shall be made daily by transfer on each Collection Date with the same value date.

The Fund Collection Dates shall be every Business Day on which payments are made by the obligors as per the second dates.

If the Fund Manager considers it necessary in order to better defend the interests of the bondholders, and only in the event of the mandatory replacement of the Servicer as the Second Drawdowns collection manager, the Fund Manager shall instruct the Assignor to notify each and every one of the obligors of the Second Drawdowns that, as of the date of the notice, they should make all payments owed by virtue of the Second Drawdowns directly into the treasury account. However, both in the event that the Servicer fails to notify the obligors within five (5) Business Days of being required to do so or in the event of intervention by the Bank of Spain concerning bankruptcy of the administrator, the Fund Manager itself shall notify the obligors directly.

Under no circumstances shall the Assignor pay any amount whatsoever into the Fund that it has not received from the obligors as payment of Second Drawdowns.

Every quarter, on the Payment Date, the Fund Manager shall proceed to the payment to the bondholders of the accrued interest and reimbursement of principal on the Bonds in accordance with the conditions set forth for each Series in Sections 4.8 and 4.9 of the Securities Note and the Cash Flow Waterfall set forth in Section 3.4.6 of this Addendum.

On each Payment Date, the "**Funds Available**" for the Issuer's obligations with the bondholders shall be the returns obtained from the Second Drawdowns as principal and interest calculated on each Determination Date between the final day of the previous calendar month prior to the previous Determination Date, not inclusive, and the final day of the calendar month on the current Determination Date, inclusive, except for the first Determination Date, which will be those obtained between the date of constitution, inclusive, and the final day of the calendar month prior to the current Determination Date, inclusive; the interest accrued from the treasury account; the net amount in favour of the Fund by virtue of the Interest Rate Swap Agreement Agreement; the amount of the Reserve Fund; the result of the liquidation, if and when applicable, of the Fund's assets; other returns from obligors for concepts other than principal and interests on the Second Drawdowns; and any other amounts that may be received by the Fund, including the result of disposal or use, if and when applicable, of the fixed assets allocated to the Fund or any other asset thereof.

The Fund Manager shall prepare monthly and quarterly reports on the progress of the Fund, the portfolio and the Bonds.

3.4.2 Information on credit enhancements

3.4.2.1 Description of credit enhancements

For the purpose of consolidating the financial structure of the Fund, increasing security or regularity in payment of the Bonds, covering time lapses between the flows of principal and interest of the Second Drawdowns and the Bonds, or transforming the financial characteristics of the Bonds issued, the following credit enhancement operations have been established:

- Guaranteed Interest Rate Deposit Agreement: The Fund Manager shall open a current account at a guaranteed interest rate at "la Caixa", thereby guaranteeing a minimum return from the balances in the account.
- Reserve Fund: set up following the Closing of the D class Bonds to enable the Fund to meet its payment obligations in the event of losses due to unpaid or Defaulted Second Drawdowns.

- Interest swap which seeks to cover the following: (i) the interest rate risk faced by the Fund due to the fact that the Second Drawdowns are subject to adjustable interest rates tied to difference benchmark indices and adjustment periods than those established for the Bonds and (ii) the risk posed by the fact that the Second Drawdowns can be renegotiated down to lower interest rates. The Fund shall receive a gross margin surplus of 0.50% over the notional of the Interest Rate Swap Agreement agreement.

- Subordination and deferral of Series B and C: Resulting from the position they occupy in the application of the Available Funds, as well as the distribution rules of the Available Funds for amortisation.

3.4.2.2 Reserve Fund

As a guarantee mechanism against possible losses due to unpaid or Defaulted Second Drawdowns and for the purposes of permitting the payments to be made by the Fund in accordance with the Cash Flow Waterfall described in Section 3.4.6. of this Addendum, a deposit shall be formed called the Reserve Fund (hereinafter, "**Reserve Fund**").

The "**Initial Reserve Fund**". The reserve Fund shall be set up on the Closing Date against the subscription of the D Series Bonds to the amount of twelve million (12,000,000) euros.

On each Payment Date the reserve Fund shall be applied for settlement of the payment obligations contained in the payment priority rules or, if applicable, in accordance with the settlement payment priority rules, set forth in Section 3.4.6. of this additional module.

In accordance with the Cash Flow Waterfall, on each Payment Date the reserve Fund shall be replenished to reach the minimum required level (hereinafter, the "**Minimum Required Level of the Reserve Fund**") according to the rules established below.

The minimum level of the Reserve Fund shall be the lower of the following amounts:

- An amount equal to 12,000,000 euros.
- 1.60% of the Outstanding Principal Balance of the Class A, B and C Bonds.

However, the reserve Fund cannot be reduced under any of the following circumstances on a Payment Date:

- The first two (2) years have not elapsed since the Fund Constitution Date.
- That on the previous Payment Date, the reserve Fund had not been reached the minimum level reserve Fund amount required on that Payment Date.
- On the Determination Date prior to the Payment Date in question, the Outstanding Balance of the non-Defaulted Second Drawdowns with payments overdue by ninety (90) days or more is greater than 1.00% of the Outstanding Balance of the non-Defaulted Second Drawdowns.

Under no circumstances may the minimum level of the Reserve Fund be less than 6 million euros.

The amount of the reserve Fund shall remain deposited in the treasury account, remunerated in the terms of the account opening agreement at a guaranteed rate of interest (treasury account).

3.4.3 Details of junior debt financing

3.4.3.1 Loan for Initial Expenses.

The Fund Manager, on behalf of and representing the Fund, shall sign a subordinate commercial loan agreement with "la Caixa" for the total amount of 420,000 euros.

Delivery of the amount of the loan for Initial Expenses shall be made on the Closing Date by the deposit thereof into the treasury account opened at "la Caixa".

The amount of the loan for Initial Expenses shall be used by the Fund Manager to pay the constitution expenses of the Fund and the issue of the Bonds ("Initial Expenses"), as per Section 6 of the Securities Note.

The remuneration of the loan for Initial Expenses shall consist of annual nominal interest, variable and payable quarterly for each Interest Accrual Period, which shall be equal to the Benchmark Interest Rate of the Bonds applicable at any given time plus a margin of 0.55%. The payment of said interests shall be subject to the Cash Flow Waterfall set forth in Section 3.4.6. below.

The Payment Dates of the interest on the loan for Initial Expenses shall coincide with the Payment Dates of the Bonds in accordance with the provisions in the Deed of Constitution and in the Prospectus.

The accrued interest to be paid on a determined Payment Date shall be calculated based on a calendar year consisting of 360 days and considering the effective days existing in each Interest Accrual Period.

The interest on the loan for Initial Expenses shall be settled and be enforceable at the maturity of each Interest Accrual Period, on each one of the Payment Dates and until the full amortisation of the loan for Initial Expenses. The first settlement date shall coincide with the first Payment Date.

Amortisation shall be made quarterly to the amount that the Initial Expenses would have been amortised, in accordance with the official accounting of the Fund, and in any event during the maximum period of five (5) years from the constitution of the Fund. The first amortisation shall take place on the first Payment Date, 17 September 2007, given that 15 September 2007 is not a Business Day, and the remaining amortisation on the following Payment Dates, all pursuant to the Cash Flow Waterfall established in the following Section 3.4.6.

All amounts payable to "la Caixa", both accrued interest and amortisation of principal on the loan for Initial Expenses, will be subject to the Cash Flow Waterfall established in Section 3.4.6. below. As a consequence, they shall only be paid to "la Caixa" on a specific Payment Date if the Available Funds on that Payment Date are sufficient to meet the obligations of the Fund set forth in Sections (i) to (xii) of the aforementioned section for interest and (i) to (xiii) for principal.

All amounts that, by virtue of the provisions set forth in the previous paragraphs, have not been delivered to "la Caixa" shall be paid on the next Payment Dates when the Available Funds allow said payment in accordance with the Cash Flow Waterfall established in Section 3.4.6. below.

All amounts owed to "la Caixa" and unpaid by virtue of the provisions set forth in the preceding paragraphs will not accrue delayed interest in its favour.

This loan for Initial Expenses shall be terminated in the event that the provisional rankings awarded by the Rating Agencies are not confirmed as final prior to the commencement of the subscription period.

3.4.3.2. Subordination of Series B and C

The Series B Bonds are deferred in respect to the payment of interest and the repayment of the principal on Series A Bonds, in accordance with the payment priority rules and Cash Flow Waterfall set forth in part 3.4.6 below.

The Series C Bonds are deferred in respect to the payment of interest and the repayment of the principal on Series A and B Bonds, in accordance with the payment priority rules and Cash Flow Waterfall set forth in Section 3.4.6 below.

Notwithstanding the aforementioned, Section 4.9.4. of the Securities Note describes the circumstances under which the Series A, B and C Bonds may, exceptionally, be amortised on a prorated basis.

The details of the order in which the interest and principal on the Bonds of each Series are paid according to the Cash Flow Waterfall of the Fund are contained in Sections 4.6.1. and 4.6.2 of the Securities Note.

3.4.4 Parameters for the investment of temporary surpluses and parties responsible for such investments

3.4.4.1 Treasury Account

On behalf of the Fund, the Fund Manager shall draw down in the payment agent, in accordance with the provisions laid down in the paying agency agreement, from a bank account opened in the name of the Fund by the Fund Manager and called the "Treasury Account", through which, on each Collection Date, all the returns the Fund should receive from the Assignor from the Second Drawdowns shall be made, by virtue of which the payment agent shall guarantee a variable return in accordance with the amounts deposited in the said account.

All the cash amounts received by the Fund, which shall mainly come from the following items, shall be deposited in the treasury account:

- (i) Cash amount through subscription Closing of the Bond Issue.
- (ii) Drawdown of the principal of the loan for Initial Expenses.
- (iii) The amount of the reserve Fund at any given time.
- (iv) The amounts that are paid to the Fund derived from the Interest Rate Swap Agreement agreement.

- (v) The amounts of the returns obtained through the balances in the treasury account.
- (vi) The amounts of the withholdings on account for the yield of the movable principal that on each Payment Date has to be made for the interest of the Bonds paid by the Fund, until the moment on which they must be paid to the tax authorities.
- (vii) Repaid principal and interest collected from the Second Drawdowns plus whatsoever other amount corresponding to the Second Drawdowns.

All payments of the Fund shall be made through the amortisation account, in accordance with the instructions given by the Fund Manager.

The treasury account cannot have a negative balance against the Fund. The balance of the treasury account shall be maintained in cash.

"la Caixa" guarantees an annual nominal interest rate, variable on a quarterly basis, with monthly accrual and settlement, except for the first Interest Accrual Period, which will have a shorter duration (between the date of constitution and the last day of the calendar month on which it falls), applicable to each Interest Accrual Period (calendar months, different from the Interest Accrual Periods established for the Bonds) through the positive daily balances of the treasury account, equal to the Reference Interest Rate of the Bonds determined for each Interest Accrual Period and applicable from the first day of the calendar month following each Payment Date (except in the first Interest Accrual Period, which will be applied as from the date of constitution). The accrued interest, which must be paid by the fifth (5th) Business Day of each month, shall be calculated on the basis of: (i) the effective days of each Interest Accrual Period and (ii) a three-hundred-and-sixty-five (365) day year. The first interest settlement date shall be between 1 June 2007 and 8 June 2007, with interest accruing between the date of constitution and 31 May 2007, inclusive.

In the event that the unsubordinated and unsecured short term debt of "la Caixa" would at any time during the life of the Bonds experience a decrease in its rating under P-1 according to the rating scales of Moody's or A-1 in the case of S&P, or an equivalent rating specifically recognised by S&P, the Fund Manager must exercise, within the maximum term of thirty (30) Business Days for Moody's and sixty (60) days for S&P and as from the moment that such a situation occurs, any of the options described below that allow maintaining an adequate guarantee level regarding the commitments derived from this agreement:

- a) Obtain a first-demand warrantee, in accordance with S&P's criteria, from a financial entity with a minimum credit rating for its unsecured and unsubordinated short-term debt of P-1 and A1, according to the rating scales of Moody's and S&P, respectively, that secures the timely payment by "la Caixa" of its reFund obligations of the amounts deposited in the treasury account, during the time that the situation of loss of the P-1 and/or A1 ratings remains, at the simple request of the Fund Manager;
- b) Move the treasury account of the Fund to an entity whose unsecured and unsubordinated short term debt has a minimum credit rating of P-1 and A-1, according to the rating scales of Moody's and S&P, respectively, and arrange the maximum return for its balances, although it may be different to that agreed with la "la Caixa" by virtue of said agreement.
- c) If the preceding options a) and b) are not possible, obtain from "la Caixa" or from a third party a pledge guarantee in favour of the Fund over financial assets with a credit quality no lower than that of the Spanish State Public Debt on the Closing Date, and in accordance with S&P's criteria, for an sufficient amount to guarantee the commitment assumed in this agreement.
- d) Furthermore, should the above options not be possible under the established terms, the Fund Manager may invest the balances in short-term fixed income assets in euros issued by entities that have a minimum short-term debt rating of P-1 and A-1, according to the ratings scales of Moody's and S&P, respectively, for periods of less than thirty (30) days for Moody's and sixty (60) days for S&P (as long as the maturity date is prior to the next Payment Date of the Bonds). The remuneration of these assets may not be less than the remuneration of the initial treasury account.
- e) In both situations b) and d), the Fund Manager will subsequently be entitled to move back the balances to "la Caixa" under the Treasury Account Agreement in the event that the unsubordinated and unsecured short-term debt of "la Caixa" once again reaches the P-1 and A-1 ratings, in accordance with the Moody's and S&P scales, respectively.

3.4.5 Collection by the Fund of payments on the assets

The Servicer shall manage the collection management of all amounts payable by the obligors deriving from the Second Drawdowns, as well as any other item including the amounts associated with the property damage insurance agreements on the mortgaged property as a guarantee of the Second Drawdowns.

The Servicer shall use due diligence so that the payments that the obligors should make are collected in accordance with the contractual terms and conditions of the Second Drawdowns.

The Servicer shall transfer all sums received for any item to which the Fund is entitled on the Second Drawdowns it administers to the Fund's treasury account. The payments will be made by transfer on each Collection Date with the same value date.

The Fund Collection Dates shall be all Business Days in each collection period.

However, in the event of a drop of the unsubordinated and unsecured short-term debt rating of the Servicer to below P-1 or A-1 in accordance with the rating scales of Moody's and S&P, respectively, the Fund Manager shall send written instructions to the Servicer to enable these amounts to be deposited beforehand in the cash account, even on the same day that they are received by the Servicer.

Under no circumstances shall the Servicer pay any amount whatsoever into the Fund that it has not received from the obligors as payment of Second Drawdowns.

3.4.6 Priority order of payments made by the Issuer

Ordinary and exceptional rules governing priority and Fund allocation

On the Closing Date

1. Source

On the Closing Date, the Fund shall have assets available for the following items:

- (i) Funds received through the issue and placement in the market of the Bonds.
- (ii) Funds received in connection with the loan for Initial Expenses.

2. Application.

On the Closing Date, the Fund shall allocate the previously mentioned Funds for payment of the following:

- (i) Payments for the purchase of the mortgage transfer certificates pooled in the Fund.
- (ii) Payment of the Initial Expenses in accordance with that set forth in Section 3.4.3.1 of this Addendum.
- (iii) Endowment of the initial reserve Fund.

Starting on the Fund Closing Date and through the Fund settlement date or extinction of the Fund, exclusively

On each Payment Date that is not the final Payment Date or that on which the Clean-up Call for the Fund takes place, the Fund Manager shall successively apply the Funds available in the payments priority order laid down as follows for each one.

1. Funds source

The Funds available on each Payment Date for the payment or retention obligations listed as follows shall be the amounts deposited in the treasury account, corresponding to the following items:

- (i) Income earned on the Second Drawdowns in the form of principal and interest calculated on each Determination Date as follows: the income earned between the last day of the calendar month prior to and excluding the previous Determination Date and the last day of the calendar month prior to and including the current Determination Date, except for the first Determination Date, which shall be the income earned between the Constitution Date, inclusive, and the last day of the calendar month prior to the current Determination Date, inclusive.
- (ii) If applicable, other revenue from the obligors which is different from current principal and interest of the Second Drawdowns.
- (iii) Earnings from the balances of the treasury account calculated according to the preceding point.

- (iv) The amount corresponding to the Minimum Reserve Fund Level required on the Determination Date preceding the corresponding Payment Date.
- (v) Where applicable, the net amounts received by the Fund under the Interest Rate Swap Agreement agreement and the net amounts of the settlement received by the Fund if the agreement is terminated.
- (vi) The product of liquidation, if applicable, and whenever appropriate, of the Fund assets.
- (vii) Whatsoever other amounts that the Fund receives, hereby including the product from the disposal or operation, if and when applicable, of the properties awarded to the Fund, or of any other asset of the same.

2. Application of Funds

Generally speaking, the Available Funds shall be applied on each Payment Date to the following items, in accordance with the following Cash Flow Waterfall (hereinafter, the “**Cash Flow Waterfall**”):

- (i) Payment of ordinary and extraordinary taxes and expenses corresponding to the Fund and the liquidation expenses thereof, including the commission of the Fund Manager and the Paying Agent, excluding the payment to the Servicer of the commission corresponding to the administration of the Second Drawdowns (except in the case of the substitution laid down in Section 3.7.2.4 of this Addendum), which shall be subordinate and ranked at number (xvi) of this Cash Flow Waterfall.
- (ii) Payment of the net amount due under the Interest Rate Swap Agreement agreement and payment of the net settlement amount, but only if the agreement is terminated because of circumstances attributable to the Fund.
- (iii) Payment of the interest accrued by the Series A Bonds.
- (iv) Payment of the interest of the Series B Bonds, except for the deferral with respect to this payment to (viii) place in the order of priority. The deferral of this payment to (vii) place shall take place in the event that on the corresponding Payment Date the Outstanding Balance of the unpaid Second Drawdowns is greater than 7.5% of the initial amount of the Bond Issue, excluding Series D, and providing that the complete redemption of

the Series A Bonds has not occurred and is not going to occur on the corresponding Payment Date.

- (v) Payment of the interest of the Series C Bonds, except for the deferral of this payment to 8th place in the order of priority. The deferral of this payment to (viii) place shall take place in the event that on the corresponding Payment Date the Outstanding Balance of the unpaid Second Drawdowns is greater than 5% of the initial amount of the Bond Issue, excluding Series D, and providing that the complete redemption of the Series A Bonds and the Series B Bonds has not occurred and is not going to occur on the corresponding Payment Date.
- (vi) Retention of the Funds available for amortisation. The Bonds shall be amortised according to the rules established in Section 4.9 of the Securities Note.
- (vii) Payment of the interest accrued by the Series B Bonds when this payment is deferred to (iv) place in the Cash Flow Waterfall as established in the said section.
- (viii) Payment of the interest accrued by the Series C Bonds when this payment is deferred to (v) place in the Cash Flow Waterfall as established in the said section.
- (ix) Retention of the amount sufficient to maintain the minimum reserve Fund level required at the corresponding Payment Date. This application shall not take place on the final Payment Date or settlement of the Fund.
- (x) Payment of the interest accrued on the Series D Bonds
- (xi) Redemption of the principal of the Series D Bonds by the corresponding amount, in accordance with the rules set forth in Section 4.9 of the Securities Note.
- (xii) Payment of the amount due as a result of the termination of the Interest Rate Swap Agreement, except under the circumstances indicated in (ii) above.
- (xiii) Payment of interest accrued from the loan for Initial Expenses.
- (xiv) Repayment of the principal of the loan for Initial Expenses.

- (xv) Payment of the administration commission. Should the Servicer of the Second Drawdowns be replaced by another entity, the administration commission payment, which shall accrue in favour of the new third-party Servicer, shall occupy the position contained in previous order (i), together with the remaining payments included there.
- (xvi) Payment of the financial brokerage fee:

The following shall be considered ordinary expenses of the Fund:

- a) Expenses that can derive from the obligatory verifications, inscriptions and administrative authorisations.
- b) Fees of the Rating Agencies for monitoring and maintaining the ratings of the Bonds.
- c) Expenses relative to maintaining the accounting records of the Bonds through their representation via account entries and for their admittance to trading on the second securities markets, and updating of the foregoing.
- d) The cost of auditing the annual accounts.
- e) Paying Agent Commission.
- f) Commission of the Fund Manager.
- g) Expenses derived from the amortisation of the Bonds.
- h) Expenses derived from the announcements and notifications related to the Fund and/or the Bonds.

The following shall be considered extraordinary expenses of the Fund:

- a) If necessary, the expenses associated with preparing and formalising modifications to the Deed of Constitution and agreements, as well as for any additional agreements.
- b) Expenses required to carry out the execution of the Second Drawdowns and those derived from recovery actions that are necessary.

- c) Expenses for auditing and legal advice;
- d) Any remaining initial costs of the constitution of the Fund and the Bond Issue that exceed the amount of the loan for Initial Expenses.
- e) In general, any other necessary extraordinary expenses borne by the Fund or by the Fund Manager in representation and on behalf of the same.

3. Other rules

In the event that the Available Funds are not sufficient to cover any of the amounts mentioned in the preceding paragraphs, the following rules shall apply:

- When a Cash Flow Waterfall has debits for different items, the remainder of the Available Funds shall be applied on a prorated basis to the amounts required for each one, distributing the amount applied to each item based on the order of the maturity of demandable debits.
- The Available Funds shall be applied to the different items mentioned in the previous section in accordance with the established Cash Flow Waterfall, distributed on a prorated basis among those items entitled to receive payment.
- The amounts that remain unpaid shall be placed, on the following Payment Date, in a priority position immediately before that of the item in question.
- Any amounts owed by the Fund and unpaid on their respective Payment Dates shall not accrue additional interest.

Fund settlement date

The Fund Manager shall proceed to liquidate the Fund when the Fund is liquidated on the Legal Final Maturity or the Payment Date on which the Clean-up Call takes place as provided for in Sections 4.4.3 and 4.4.4. of the Registration Document, by applying the Funds available for liquidation (hereinafter referred to as "*Funds Available for Liquidation*"): (i) the Available Funds and (ii) the sums obtained by the Fund from the disposal of the Fund's remaining assets, according to the following Cash Flow Waterfall (i.e., the "*Cash Flow Waterfall of liquidation*"):

- (i) Reserve to cover the final tax, administrative or publishing expenses at the time of liquidation.

- (ii) Payment of ordinary and extraordinary Fund expenses and taxes, including the Fund Manager's commission and that of the Paying Agent.
- (iii) Payment of the net amount due under the Interest Rate Swap Agreement agreement and payment of the settlement amount, but only if the agreement is terminated because of a breach by the Fund.
- (iv) Payment of the interest accrued by the Series A Bonds.
- (v) Repayment of the principal of the Series A Bonds until they are fully repaid.
- (vi) Payment of the interest accrued by the Series B Bonds
- (vii) Repayment of the principal of the Series B Bonds until they are fully repaid.
- (viii) Payment of the interest accrued by the Series C Bonds.
- (ix) Repayment of the principal of the Series C Bonds until they are fully repaid.
- (x) Payment of the interest accrued on the Series D Bonds
- (xi) Repayment of the principal of the Series D Bonds until they are fully repaid.
- (xii) Interest accrued on the loan for Initial Expenses.
- (xiii) Repayment of the principal of the loan for Initial Expenses.
- (xiv) Payment of the amount payable by the Fund for the settlement of the Interest Rate Swap Agreement, except under the circumstances described in 3 above.
- (xv) Payment of the Servicer's commission for administering the Second Drawdowns.
- (xvi) Payment of the financial brokerage fee:

When a priority order has debits for different items and the Funds available for settlement are not sufficient to meet the payments due, the remainder of the Funds available for settlement shall be applied on a prorated basis, distributing

the amount applied to each item based on the order of the maturity of demandable debits.

3.4.7 Other agreements governing the payment of principal and interest to investors

3.4.7.1 Interest Rate Swap Agreement agreement ("*Swap*")

The Fund Manager shall sign, on behalf of and representing the Fund, an Interest Rate Swap Agreement agreement or *Swap* with "la Caixa", the most relevant terms of which are described below.

Under the Interest Rate Swap Agreement agreement, the Fund will make payments to "la Caixa" calculated on the interest rates of the Second Drawdowns, and in exchange "la Caixa" will make payments to the Fund calculated on the interest rate for the Bonds plus a margin, all pursuant to the following rules:

Part A: The Fund, represented by the Fund Manager

Party B: "la Caixa"

- Settlement Dates: the settlement dates shall coincide with the bond Payment Dates.
- Notional of the Swap: On each settlement date this shall be the average daily balance of the Second Drawdowns that are up to date with payments during the three calendar months prior to the aforementioned settlement date. In exceptional circumstances, the notional amount of the swap for the first settlement date shall be the average daily balance of the Second Drawdowns that are up to date with payment during the period between the Fund's Constitution Date (included) and the last day of the month prior to the first Payment Date (included).
- Settlement periods Party A: The days that have effectively elapsed during the three calendar months prior to the aforementioned settlement date. Exceptionally, the first settlement period shall have a duration equivalent to the days elapsed between the Fund's Constitution Date (included) and the final day of the month prior to the first Payment Date (included).
- Amount to be paid by Party A: This shall be the amount of interest collected and deposited in the Fund from the Second Drawdowns during the settlement period of Party A.

- Settlement periods Party B: the days actually elapsed between two consecutive settlement dates, including the first and excluding the last. Exceptionally, the first settlement period shall have a duration equivalent to the days elapsed between the Fund's Closing Date (included) and the first Payment Date (excluded).
- Amount to be paid by Party B: calculated by applying the interest rate payable by Party B in accordance with the number of days of the settlement period of Party B to the notional of the swap.
- Interest rate payable by Party B: for each settlement period of Party B, the weighted average nominal interest rate on the Bonds, excluding those in Series D, plus a margin of 0.50%.
- The settlement basis: Act/360 days.

The amounts payable under the Interest Rate Swap Agreement shall be settled in such a way that if both the parties must make reciprocal payments, the part that owes the higher amount will make the payment to the amount of the excess.

Non-fulfilment of the Interest Rate Swap Agreement agreement

If on any Payment Date the Fund (Part A) does not have sufficient liquidity to pay the entire net amount owed to Part B, the unpaid amount shall be paid on the next Payment Date, provided part A has sufficient liquidity according to the Cash Flow Waterfall. If the Fund fails to pay on two consecutive Payment Dates, the Interest Rate Swap Agreement agreement may be terminated at the request of Part B. In the event of termination, Part A shall assume, where applicable, the obligation for the final settlement amount as foreseen in the terms of the swap agreement in accordance with the Cash Flow Waterfall. Notwithstanding the above, except in a situation of permanent change to the financial balance of the Part A, the Fund Manager, on behalf of the Fund, shall attempt to sign a new Interest Rate Swap Agreement agreement under essentially identical conditions.

If Part B were to fail to meet its payment obligations for the full amount payable to part A on any Payment Date, the Fund Manager may choose to terminate the Interest Rate Swap Agreement agreement. In this case, Part B would assume, where applicable, the obligation to pay the settlement amount foreseen in the agreement. If the Fund Manager were to exercise the Clean-up Call option, it

must look for an alternative financial entity to replace Part B as quickly as possible.

The settlement amount shall be calculated by the Fund Manager, as the calculation agent, based on the market value of the Interest Rate Swap Agreement agreement.

The date of final maturity shall be the first of the following dates:

- (a) The Legal Final Maturity of the Fund; or
- (b) The date of payment on which the Fund Manager extinguishes the Fund in accordance with Section 4.4 of the Prospectus registration document.

Lowering of Party B's credit rating

In the event that the long-term unsubordinated and unsecured debt and/or the unsubordinated and unsecured short-term debt of Party B experiences a downward shift of their rating during the life of the Bonds, according to the corresponding Rating Agency, the following actions must be carried out:

A) Moody's criteria:

(i) If at any time during the life of the Bond Issue, neither Party B nor any of their underwriters has the required rating level ("**Breach of Top Rating Level**"), Party B shall carry out the following measures within the deadline of thirty (30) Business Days from the occurrence of this circumstance:

- 1) Obtain a replacement with the top rating level required (or if the replacement has an underwriter with the top level rating required).
- 2) Obtain an underwriter with the top level of rating required
- 3) Set up a cash or securities deposit in favour of the Fund at a bank with a short-term debt rating for its subordinate and unsecured debts equal to P-1 of Moody's rating scale, in accordance with the terms of the Credit Guarantee Annex.

(ii) If at any time during the life of the Bond Issue, neither Party B nor any of its Guarantors has the second level of rating required ("**Non-Fulfilment of the Second Level of Rating**"), Party B, acting in a diligent manner, will make every effort as soon as possible (A) to obtain a guarantor with the second level of rating required; or (B) obtain a replacement with the second

level of rating required (or ensure that the replacement has an guarantor with the second level of rating required).

Until the alternatives set forth previously have been carried out, Party B must set up a cash or securities deposit in favour of the Fund at an institution with an unsubordinated and unsecured short-term debt rating equal to P-1 in accordance with Moody's rating scale, pursuant to the terms of the Credit Guarantee Annex, and must do so within a deadline of thirty (30) Business Days of the occurrence of the non-fulfilment of the second level of rating.

The obligations of Party B under foregoing Sections (i) and (ii), as well as the reasons for clean-up calls that derive from these, shall only come into effect while the reasons behind the non-fulfilment of the top level of rating or non-fulfilment of the second level of rating, respectively, remain in force. The amount of the deposit made by Party B under foregoing Sections (i) and (ii) shall be returned to Party B when the reasons that caused non-fulfilment of the top level of rating or non-fulfilment of the second level of rating, respectively, cease.

“Guarantor” means the entity that provides an unconditional, irrevocable and callable guarantee upon first request with regard to the present and future obligations of Party B (the **“Guarantee”**), and providing that (A) a firm of lawyers provides a legal opinion confirming that none of the payments made by this entity to Party A under the Guarantee is subject to interim deductions or tax withholdings; or (B) the Guarantee determines that, if the aforementioned deduction or withholding does exist, the payment made by this entity will be increased by the amount required to enable the net payment received by Party A to be equal to the amount that Party A would have received had the deduction or withholding not been made.

“Replacement” refers to the entity that subrogates to the contractual position of Party B in the protection agreement or that signs a new protection agreement with Party A, in terms that are substantially identical to the protection agreement (which shall be confirmed by Party A, acting in a diligent manner), and providing that (A) a firm of solicitors provides a legal opinion confirming that none of the payments made by this entity to Party A under the guarantee is subject to interim deductions or tax retentions; or (B) if the aforementioned deduction or retention does exist, the payment made by this entity shall be increased by the amount required to enable the net payment received by Party A to be equal to the amount that Party A would have received had the deduction or retention not been made. For all purposes, this entity shall be considered as Party B in the protection agreement or in the new protection agreement that is signed.

An entity shall have the “top level of rating required” (A) in the event that this entity has a rating from Moody's for its non-subordinate and unsecured short-term debt of P-1 and Moody's rating for its non-subordinated and unsecured long-term debt is equal to or greater than A2, and (B) in the event that this entity does not have a rating from Moody's for its non-subordinate and unsecured short-term debt and Moody's rating for its long-term non-subordinate and unsecured debt is equal to or higher than A1.

An entity shall have the “second level of rating required” (A) in the event that this entity has a rating from Moody's for its non-subordinate and unsecured short-term debt of P-2 and Moody's rating for its non-subordinated and unsecured long-term debt is equal to or greater than A3, and (B) in the event that this entity does not have a rating from Moody's for its non-subordinate and unsecured short-term debt and Moody's rating for its long-term non-subordinate and unsecured debt is equal to or higher than A3.

B) S&P criteria:

Party B shall assume the irrevocable commitment, if at any time throughout the life of the Bond Issue the short-term, unsubordinated and unsecured short-debt rating of Party B drops below A1, to provide additional collateral under the terms established by S&P within the period of ten (10) Business Days as from the date when said loss occurred or adopt one of the following measures within the period of sixty (60) days, which allow maintaining the ratings assigned to each one of the Series:

(i) a third-party entity with a credit rating for its unsubordinated and unsecured short-term debt equal to or higher than A-1 guarantees the fulfilment of its contractual obligations under the Interest Rate Swap Agreement agreement;

(ii) a third party entity with the same ratings as those required for option (i) above assumes its contractual position and replaces it in the Interest Rate Swap Agreement agreement or, if applicable, a new Interest Rate Swap Agreement agreement is signed with the third-party entity under the same terms and conditions as the Interest Rate Swap Agreement agreement; or

(iii) takes any other action that S&P confirms to Party B that can remedy the ratings assigned by S&P to each one of the Series.

All costs, expenses and taxes incurred in the fulfilment of the preceding obligations shall be borne by Party B.

3.4.8 Financial Brokerage Agreement

Finally, the Fund Manager, in representation and on behalf of the Fund, shall pay la Caixa for the financial brokerage activities performed which have facilitated the definitive financial transformation of the Fund's activity, the acquisition of the non-mortgage loans and the subscription by the Fund of the mortgage transfer certificates and the satisfactory rating of each bond Series.

The remuneration paid to "la Caixa" under this heading consists of a variable and subordinate amount that is subject to the difference between the annual income and expenses, according to the Fund's official accounting records, less any negative tax bases from previous financial years which may be offset to correct the accounting results of the financial year for the purposes of the annual corporate income tax payment.

This amount will accrue annually at the end of each financial year of the Fund. Notwithstanding the above, this fee shall be paid in instalments on each one of the Payment Dates.

The Financial Brokerage Margin (between the amounts paid in advance and the Fund's results at the end of the financial year) shall be adjusted on the first Payment Date of the next year, in accordance with the Cash Flow Waterfall and the Cash Flow Waterfall shown in Section 3.4.6. of this Addendum, when the result of such adjustment is an amount payable by the Fund to "la Caixa".

3.5 NAME, ADDRESS AND SIGNIFICANT ECONOMIC ACTIVITIES OF THE ASSIGNOR OF THE SECURITISED ASSETS

The Assignor of the securitised Second Drawdowns is Caixa d'Estalvis i Pensions de Barcelona ("la Caixa").

Registered address: Avenida Diagonal, 621-629, 08028 Barcelona, España

Fiscal identification number: G-58899998

Telephone no.: (34) 93 404 60 00

Fax: (34) 93 339 57 03

Telex: 52623-CAVEA E and 50321-CAIX E

Web site: <http://www.laCaixa.es>

"la Caixa" was founded in 1990 following the merger of Caja de Pensiones para la Vejez y de Ahorros de Cataluña y Baleares, founded in 1904, and Caja de Ahorros y Monte de Piedad de Barcelona, founded in 1844. As such, it is the legitimate

universal successor of their legal status inasmuch as its nature, purpose, rights and obligations are concerned. It is registered under entry number 1 in the Catalanian Register of Savings Banks, attached to the Directorate General of Financial Policy of the Department of Finance and the Economy of the Generalitat de Catalunya. On 16 November 1990 it was entered under number 3003 in the Barcelona Commercial Register, volume 20,397, folio 1, page B-5614, entry number 1. It is entered in the Register of Savings Banks maintained by the Bank of Spain under code number 2100. "la Caixa" is a member of the Savings Bank Deposit Guarantee Fund.

What follows is financial information for the "la Caixa" Group referring to the third quarter of 2006 and a comparison thereof with the year before. The information at 31 December 2006 and at 31 December 2005 was prepared pursuant to International Financial Reporting Standards ("IFRS"), which are applicable according to EC Regulation 1606/2002 and the Bank of Spain's Circular 4/2004.

Amount in millions of euros			
BALANCE SHEET	31.12.06	31.12.05	%
Total assets	209,123	180,352	16.0
Customer loans (gross)	138,706	111,890	24.0
Customer resources	168,275	139,171	20.9
Other resources managed for customers	29,220	30,299	(3.6)
Net equity	14,429	13,297	8.5
Equity (including undistributed profits)	10,769	8,051	33.8
INCOME STATEMENT	31.12.06	31.12.05	%
Brokerage margin	2,822	2,483	13.6
Ordinary margin	5,626	4,532	24.2
Financial operating margin	2,993	1,983	51.0
Operating margin	3,117	2,242	39.0
Profit before taxes	4,013	1,791	124.0
Total profits for the group	3,025	1,495	102.4
Recurrent profits for the group	1,505	1,210	24.4
RELEVANT RATIOS (%)	31.12.06	31.12.05	
Operating Margin / ATM	1.7	1.5	
ROE (attributed recurrent profits/average equity)	19.5	18.5	
Total ROE (attributed recurrent profits/average equity)	39.1	22.9	
ROA (net recurrent profits/average total assets)	0.9	0.9	
RORWA (net recurrent profits/average assets risk-weight assets)	1.4	1.4	
Recurrent efficiency ratio	47.2	52.2	
Recurrent efficiency ratio with amortisation	54.2	58.9	
Delinquency rate	0.33	0.39	
Coverage rate	444.4	379.5	
CAPITAL RATIOS (BIS REGULATION) (%)	31.12.06	31.12.05	
Total	11.5	11.2	
Core capital	6.2	5.9	
TIER 1	8.3	8.4	
ADDITIONAL INFORMATION	31.12.06	31.12.05	%
Number of employees	25,241	25,254	(0.1)
“la Caixa”	23,229	22,333	4.0
Rest of group	2,012	2,087	(3.6)
Foreign banks	0	834	...
Number of branches	5,186	5,053	2.6
“la Caixa”	5,186	4,974	4.3
Rest of group	0	0	...
Foreign banks	0	79	...

3.6 YIELD AND/OR RETURN ON SECURITIES RELATED TO OTHERS THAT ARE NOT THE ASSIGNOR'S ASSETS

Not applicable.

3.7 SERVICER, CALCULATION AGENT OR SIMILAR

3.7.1 Management, administration and representation of the Fund and the bondholders.

FONCAIXA HIPOTECARIO 10, FONDO DE TITULIZACIÓN DE ACTIVOS will be constituted by GestiCaixa, S.G.F.T., S.A. as the Fund Manager empowered to act as such and, consequently, to act as the Servicer and legal representative of the Fund pursuant to the provisions of Royal Decree 926/1998 of 14 May, which regulates asset securitisation Funds and the managers of asset securitisation Funds.

The Fund Manager shall perform for the Fund those functions attributable to it in Royal Decree 926/1998.

The Fund Manager, as the manager of unrelated business, shall also represent and defend the interests of the bondholders and of the rest of the ordinary creditors of the same. Consequently, the Fund Manager shall limit its actions to the defence of those interests in accordance with the laws in force at any given time.

The bondholders and other ordinary creditors of the Fund shall not undertake any action against the Fund Manager, except for non-fulfilment of its duties or the failure to observe the provisions prescribed in the Deed of Constitution and the Prospectus.

3.7.1.1 Administration and representation of the Fund

The obligations and actions of the Fund Manager in fulfilment of its administrative and legal representation functions include but are not limited to the following:

- (i) Manage the Fund with the objective that its asset value be zero at every moment;

- (ii) Carry out accounting for the Fund, with due separation from its own accounting, ensure the rendering of accounts and carry out the fiscal obligations or any other legal obligations corresponding to the Fund.
- (iii) Verify that the revenues received by the Fund match the revenues which the Fund should receive pursuant to the different agreements from which those revenues are derived. If necessary, take legal or extra-judicial actions to protect the rights of the Fund and those of the bondholders.
- (iv) Use the Fund's revenues to satisfy the Fund's payment obligations in accordance with the Deed of Constitution and the Prospectus.
- (v) Extend or modify the agreements signed in the Fund's name to permit the Fund to operate under the terms prescribed in the Deed of Constitution and the Prospectus, in compliance with current legislation at all times. In whatsoever case, the said actions shall require the prior authorisation of the competent authorities, where applicable, and notification thereof to the Rating Agencies, as long as the said actions do not damage the interests of the bondholders or the rating awarded to the Bonds by the Rating Agencies.
- (vi) Perform the calculations it is obliged to perform under the Interest Rate Swap Agreement agreement.
- (vii) Replace each one of the Fund service providers, in the terms set forth in the Deed of Constitution and the Prospectus, providing that this is allowed under the legislation in force at any given time. In whatsoever case, the said actions shall require the prior authorisation of the competent authorities, where applicable, and notification thereof to the Rating Agencies, as long as the said actions do not damage the interests of the bondholders or the rating awarded to the Bonds by the Rating Agencies. In particular, should the Assignor default on its obligations as the Servicer of the Second Drawdowns, the Fund Manager shall take the measures necessary to ensure proper administration of the Second Drawdowns.
- (viii) Issue the corresponding instructions to the Paying Agent with regard to the treasury account and ensure that the amounts deposited in the said account produce the returns agreed in the agreement.
- (ix) Issue the pertinent instructions to the Paying Agent in relation to the payments to be made to bondholders and any other entities to whom payments must be made.
- (x) Determine and make payments of the principal and interest of the loan for Initial Expenses.

- (xi) Appoint and, if necessary, replace the Fund auditors with the prior approval of the CNMV if required.
- (xii) Prepare and forward any information reasonably requested by the Ratings Agencies, the CNMV or any other supervisory body.
- (xiii) Prepare and submit to governing bodies all documents and information which must be submitted as prescribed by the CNMV; prepare and forward all legally required information to bondholders.
- (xiv) Take the opportune decision in relation to the settlement of the Fund, including the decision for a Clean-up Call and to redeem the Bond Issue early. Likewise, adopt the appropriate decisions in the case of the termination of the constitution of the Fund.
- (xvi) Determine the interest rate applicable to each Series of Bonds for each Interest Accrual Period and the principal of each Series to be amortised on each Payment Date.
- (xvii) Exercise the rights inherent to the ownership of the mortgage transfer certificates acquired by the Fund.
- (xviii) To provide the bondholders, CNMV and Rating Agencies any and all information and notices required by law.

The Fund Manager shall hold available for the public all the documentation and information necessary in accordance with the Deed of Constitution and the Prospectus.

3.7.1.2 Resignation and substitution of the Management Company

Substitution of the Fund Manager

The Management Company shall be substituted in the administration and representation of the Fund, in accordance with articles 18 and 19 of Royal Decree 926/1998 that are reproduced below and with any subsequent provisions that may be established as regulations to that effect.

In the event of resignation,

- (i) The Fund Manager may resign from its duties of administration and legal representation for all or part of the Funds that it manages

when it deems appropriate, by written request to the CNMV, in which it states the designation of the Fund Manager as substitute. The said document shall be accompanied by another one from the new Fund Manager in which it declares its acceptance of such duties and requests the corresponding authorisation.

- (ii) The authorisation of the substitution on the part of the CNMV shall be determined by the fulfilment of the following requirements:
 - a) The delivery to the new management company of the accounting and electronic registers by the substituted Management Company. Such delivery shall only be considered to have taken place when the new Fund Manager can fully assume its role and communicates this circumstance to the CNMV.
 - b) The ratings assigned to the Bonds by Rating Agencies may not be diminished as a consequence of the proposed substitution.
- (iii) In no case shall the Fund Manager resign from the exercise of its duties until all the requisites and procedures have been fulfilled so that its substitute is able to assume its duties.
- (iv) The expenses that result from the substitution shall be charged to the resigning Fund Manager and in no case shall be assigned to the Fund.
- (v) The substitution shall be published, within a period of fifteen days, by means of an announcement placed in two newspapers of national circulation and in the bulletin of the organised second market where the Bonds issued by the Fund are listed. Likewise, the Fund Manager must notify the Rating Agencies of the substitution.

In the case of mandatory replacement,

- (i) When the Fund Manager is declared in receivership, it shall proceed to find a Fund Manager to replace it, in accordance with the provisions of the above paragraph.

- (ii) Always when, in accordance with the previous section, four months have elapsed since the event causing substitution and a new Fund Manager has not been found willing to take on the management, the Clean-up Call for the Fund shall be exercised and the Bonds issued against the Fund shall be amortised early.

The Fund Manager shall be obliged to provide the public and private documents necessary to proceed with the replacement by the other Fund Manager, in conformity with the provisions of the preceding paragraphs of this section. The replacement Fund Manager shall assume all the rights and obligations which, pursuant to the Deed of Constitution and the Prospectus, correspond to the Fund Manager. Likewise, the Fund Manager should hand over to the substituting Fund Manager as many documents and accounting and computer records for the Fund as are in its power and possession.

3.7.1.3 Subcontracting

The Fund Manager shall be authorised to subcontract or delegate to third-parties of recognised solvency and capacity, the rendering of any of the services that must be performed in the course of its duties as legal representative and Servicer of the Fund, in accordance with the provisions in the Deed of Constitution, always where the subcontractor or delegate has waived the right of any action of demand of responsibility against the Fund. In any case, subcontracting or delegation of any service: (i) may not involve any additional cost or expense to the Fund, (ii) must be legally permissible, (iii) shall not give rise to a downgrade in the rating granted to any of the Series of Bonds by the Rating Agencies, and (iv) shall be notified to the CNMV, with its previous authorisation, when prescribed by law. Notwithstanding any subcontracting or delegation, the Fund Manager shall not be exonerated or liberated by such subcontracting or delegation of any of its responsibilities assumed by virtue of the Deed of Constitution that are attributable or demandable by law.

3.7.1.4 Remuneration of the Fund Manager

On each Payment Date, starting with the first Payment Date (included), the Fund Manager shall receive a management commission that shall accrue quarterly, equal to the fixed part plus a variable part calculated on the Outstanding Balance of the Bonds pending payment on the immediately preceding Payment Date. Said commission shall be understood as gross, in the sense that it shall include any direct or indirect tax or withholding applicable thereto.

If the Fund Manager is replaced as described in the next section, the payments mentioned therein may be modified as a consequence of the selection of a replacement Fund Manager, but only after the new conditions are agreed with the Assignor.

3.7.2 Administration and custody of the securitised assets

"la Caixa", the Assignor of the Second Drawdowns to be acquired by the Fund pursuant to the provisions of Article 2.2b) of Royal Decree 926/1998 and in respect of the mortgage transfer certificates, in Article 61.3 of Royal Decree 685/1982, shall continue to be responsible, as the Fund's agent, represented by the Fund Manager, for the administration and management of the Second Drawdowns. The relationship between "la Caixa" and the Fund, represented by the Fund Manager, in so far as the custody and administration of the Second Drawdowns and the deposit of the mortgage transfer certificates are concerned, is regulated in the Administration Agreement.

"la Caixa" shall accept the mandate received from the Fund Manager in the Administration Agreement. Within the framework of its mandate, "la Caixa" may take any actions it considers reasonably necessary or convenient, employing the same diligence and procedures to recover the unpaid amounts of the Second Drawdowns as if the credit rights were part of its own portfolio. For this purpose, it will undertake the usual actions in this type of situation.

In the event of non-payment of any principal or interest on a mortgage transfer certificate due to non-payment of a second drawdown by the obligor, the Fund Manager, on behalf of the Fund as the holder of the mortgage transfer certificates, shall be vested with all of the powers listed in article 66 of Royal Decree 685/1982.

In the event of the situations of concurrence regulated in part b) of article 66 of Royal Decree 685/1982, the remaining proceeds shall be distributed in the manner described in said article.

In any of the circumstances described in parts c) and d) of articles 66 of Royal Decree 685/1982, the Fund Manager, as representation of the Fund, may ask a competent Judge or Notary Public to commence or continue the execution proceedings. Said request shall be accompanied by the original mortgage transfer certificate with the breakdown, the notarised summons mentioned in part (c) above and a certificate of the registration and existence of the mortgage in the register. "la Caixa" will be obligated to issue a certificate for the existing balance of the second drawdown.

Likewise, in the events in which the Fund Manager, in representation of the Fund, assumes the position of "la Caixa" in the procedures initiated by the latter or initiates a process of mortgage enforcement, the Fund Manager shall proceed with the sale of the adjudicated properties in the shortest possible period under market conditions.

The Assignor shall have the right to first refusal for the purchase of those properties that have been mortgaged in guarantee of the Second Drawdowns that it administers and which are awarded to the Fund or within a period of five (5) Business Days from the date upon which verifiable notification is given via the Fund Manager of the intention to transfer the property. The right of first refusal shall imply that the Assignor may acquire the property under the best terms that have been offered to the Fund Manager.

All the operations indicated in this section with regard to the mortgage transfer certificates shall be carried out under the terms set forth under Heading IV of Book III of the Code of Civil Procedure.

Neither the bondholders nor any other creditor of the Fund shall have the right to any claim against the obligors that have defaulted on their payment obligations. The Fund Manager, as representative of the Fund, is the party that holds said right of action in the terms described in this section.

The Servicer, by reason of its mandates, undertakes as follows:

- i) To exercise the administration and management of the Second Drawdowns acquired by the Fund in the terms of the scheme and ordinary procedures of administration and management described in Section 2.2.7 of this Addendum and in the Annex of the Deed of Constitution.
- ii) To continue managing the Second Drawdowns, thereby dedicating the same time and attention to them and the same level of skill, care and diligence in the management of same that it would dedicate and exercise in the management of its own Second Drawdowns, and in any event it shall exercise an acceptable level of skill, care and diligence in providing the services within the bounds of that mandate.
- iii) That the procedures that it applies and shall apply for the administration and management of the Second Drawdowns are and shall continue to be in accordance with the applicable laws and legal regulations in force.

- iv) To carry out the instructions of the Fund Manager with due loyalty.
- v) To indemnify the Fund for damages that may occur through non-fulfilment of contractual obligations.

The most relevant terms of the management and administration mandate are set out below in the following paragraphs of the present section.

In any event, the Servicer waives the powers and privileges lawfully conferred upon it as the Fund's collections manager and as Servicer of the Second Drawdowns and as custodian of the corresponding agreements, specifically as regards the provisions of Articles 1,730 and 1,780 of the Civil Code and 276 of the Commercial Code.

3.7.2.1 Regime and ordinary procedures of administration and management of Second Drawdowns

The succinct and summarised description of the regime and ordinary procedures of administration and management of Second Drawdowns regulated in the Administration Agreement is as follows:

1. Custody of deed, documents and archives

The Servicer shall keep all deeds, contracts, documents, and data files relative to the Second Drawdowns and shall not relinquish the possession, custody or control of same without prior written consent from the Fund Manager to that effect, except when a document is required to initiate proceedings for the demand of the Second Drawdowns, or it is demanded by any other competent authority, informing the Fund Manager.

The Servicer shall facilitate with reason the access, at all times, to said deeds, contracts, documents and registries, to the Fund Manager or the Fund auditors who are duly authorised to this effect. Likewise, if the Fund Manager requests it, the Servicer shall facilitate, at no charge, and within fifteen (15) Business Days following the request, a copy or photocopy of any of the said deeds, contracts and documents.

2. Collections Management

The Servicer shall continue with the collection management of all amounts to be satisfied by the obligors deriving from the Second Drawdowns, as well as any

other item including those corresponding to the property damage insurance agreements on the mortgaged property securing the Second Drawdowns. The Servicer shall use due diligence so that the payments that the obligors should make is collected in accordance with the contractual terms and conditions of the Second Drawdowns.

Payment by the Fund Administrator of the amounts received through the Second Drawdowns that it administers shall be made in the manner described in Section 3.4.5 above.

However, in the event of a drop of the unsubordinated and unsecured short-term debt rating of the Servicer to below P-1 or A-1 in accordance with the rating scales of Moody's and S&P, respectively, the Fund Manager shall send written instructions to the Servicer to enable these amounts to be deposited beforehand in the cash account, even on the same day that they are received by the Servicer.

3. Fixing of the interest rate

With regard to the Second Drawdowns that have a variable interest rate, the Servicer shall continue fixing said interest rates in agreement with the provisions of the corresponding agreements, drawing up the communications and notifications that these require for this purpose.

4. Information

The Servicer must periodically notify the Fund Manager of information relating to the individual characteristics of each one of the Second Drawdowns, with regard to compliance by the obligors of their payment obligations for the Second Drawdowns, with regard to the delinquency situation of the Second Drawdowns, with regard to the changes made to the characteristics of the Second Drawdowns, and with regard to the actions of demanding payment in the case of delinquency and of legal actions, all according to the procedures and the periodicity established in the Administration Agreement.

Likewise, in the event of non-payment, the Servicer must prepare and surrender whatsoever additional information requested by the Fund Manager with regard to the Second Drawdowns or the rights derived from same.

5. Subrogation of the Second Drawdowns

The Servicer shall be authorised to allow substitutions in the position of the obligor for the Open Credits from which the Second Drawdowns derive,

exclusively in the cases where the characteristics of the new obligor are similar to those of the old and they fit the criteria for granting of the loans described in the corresponding "Summary of the Internal Regulations for the Concession of Mortgage Loans" annexed to the Fund Constitution Deed and in Section 2.2.7. of the Addendum, and providing that the expenses derived from this modification are paid in their entirety by the obligors.

The Fund Manager can limit this legal authority of the Servicer in whole or in part or establish conditions to the same, when said substitutions could negatively affect the ratings granted to the Bonds by the Rating Agencies.

6. Empowerment and actions in relation to renegotiation of the Second Drawdowns

The Servicer cannot voluntarily cancel the Second Drawdowns or their guarantees for any reason apart from the payment thereof, surrender or compromise these, nor cancel them in whole or in part or extend them, nor in general perform any other act that diminishes the legal effectiveness or economic value of the Second Drawdowns or the guarantees, without prejudice to handling the requests of the obligors with the same diligence and procedure that it would if the loans were its own.

Notwithstanding the above, the Fund Manager may, as the manager of third-party businesses and in response to the requests of the obligors made to the Servicer either directly through the exercise of Law 2/1994, give instructions to the Servicer or authorise it in advance to agree with the obligor according to the terms and conditions that it deems fit in compliance with the requirements set forth in this section on the re-mortgaging of the second drawdown in question, either by renegotiating the interest rate or extending the maturity date, but never beyond the Legal Final Maturity.

a) Renegotiating the interest rate

In no case shall the Servicer be able to open renegotiations of the interest rate that could result in a decrease in the interest rate applicable to a second drawdown on its own initiative, without a request by the obligor.

Without prejudice to following provisions, all renegotiation of the interest rate signed by the Servicer shall take place only with the prior written consent of the Fund Manager, as representative of the Fund. The Servicer should request said consent of the Fund Manager as soon as it is aware that a obligor requests renegotiation. However, the Fund Manager shall initially authorise the Servicer to

initiate and accept renegotiations of the interest rate applicable to the Second Drawdowns requested by the obligors, without the need for prior consent of the Fund Manager, subject to the following general requirements:

- i) Without prejudice to the provisions in the following Section ii), the Servicer may renegotiate the clause of the rate of interest of the Second Drawdowns under conditions that are considered to be market conditions and are not different to those that the Servicer would apply to renegotiating or in granting of its own loans. For these purposes the rate of interest shall be taken as the market rate of interest offered by credit institutions in the Spanish market for loans of a similar amount and featuring conditions that are substantially similar to the Second Drawdowns.
- ii) Notwithstanding the contents of the preceding paragraph, the Servicer may no longer perform future renegotiations of interest rates if the average weighted interest of the Second Drawdowns is less than the Euribor at three (3) months plus an annual margin of 0.50% on a Determination Date. Under no circumstances may the variable interest rates of the Second Drawdowns be renegotiated to fixed rates.
- iii) The renegotiation of the interest rate applicable to a second drawdown shall under no circumstances be modified to a variable rate of interest with a benchmark index that is different to the interest rate reference indexes that the Servicer uses for the loans extended.

b) Extension of the maturity date

The date of final maturity or of the last amortisation of the Second Drawdowns can be extended subject to the following rules and limitations:

- i) Under no circumstances may the Servicer, on its own initiative, modify the Legal Final Maturity of the second drawdown from which an extension could result, viz., without a request from the obligor. The Servicer, without encouraging the extension of the due date, should act in relation to said extension always with the interests of the Fund in mind.
- ii) The amount of the Initial Balance assigned to the Fund on which the extension of the maturity date occurs may not exceed 10% of the Initial Balance assigned to the Fund from all Second Drawdowns.

- iii) The extension of the due date for any particular second drawdown may be implemented so long as the following requirements are met:
 - a) That, in all cases, the frequency of the instalment payments of the capital or principal of the second drawdown is maintained or reduced, while maintaining the same amortisation system.
 - b) That the Legal Final Maturity or final amortisation shall be 1 April 2047 at the latest.

The Fund Manager, as representative of the Fund, shall be able, at any given moment, to cancel, suspend or modify the authorisation and requirements for renegotiation on the part of the Servicer that are described in this section, or in the case of modification, which it previously authorised. In any case, all renegotiation of the interest rate or maturity of the Second Drawdowns, whether or not modified generically, shall be undertaken and resolved with the interests of the Fund in mind.

When any renegotiation of a second drawdown takes place, the Servicer shall communicate immediately to the Fund Manager the conditions resulting from each renegotiation. Said communication shall take place through the electronic register prescribed for the updating the conditions of the Second Drawdowns.

The contractual documents that record the notation of the renegotiated Second Drawdowns shall be entrusted to the Servicer in conformity to the provisions under Heading 1 of the present section.

7. Extension of the mortgage

If at any time the Servicer becomes aware for any reason that the value of a mortgaged property that guarantees a second drawdown has decreased by more than the legally allowed percentages, then the Servicer, in accordance with Articles 26 and 29 of Royal Decree 685/1982, must request the following from the mortgagor in question, in the lawfully prescribed manner:

- a) The extension of the mortgage to include other assets that are sufficient to cover the required ratio between the value of the asset and the loan it guarantees; or
- b) The repayment of the entire second drawdown or the part that may exceed the amount resulting from applying the percentage initially used to determine the amount of same at the current valuation.

Should the obligor fail to make or repay the part of the second drawdown referred to in the preceding paragraph within the term of two (2) months from the date of being requested to do so, it shall be understood that the obligor has chosen to repay the total amount of the second drawdown , which shall be immediately demanded by the Servicer.

8. Action against obligors in case of non-payment of Second Drawdowns

Action in the case of default

The Servicer shall apply equal diligence and procedure to the claim for the amounts owed and not settled regarding the Second Drawdowns as it would for the rest of the loans in its portfolio.

In the case of non-fulfilment of the payment obligations by the obligor, the Servicer shall carry out the actions described in the Administration Agreement, adopting to that effect the measures that it would normally take if the loans in its own portfolio were involved and acting in accordance with good banking usage and practice for the collection of the amounts owed. In this case the Servicer shall be obliged to meet the expenses necessary to carry out said actions, without prejudice to the right to reimbursement from the Fund. Such actions shall include all judicial or extrajudicial actions that the Servicer considers necessary for the claim and collection of the amounts due by the obligors.

Judicial Actions

The Servicer, by virtue of the fiduciary title to the Second Drawdowns or by virtue of its powers described in the following paragraph, shall exercise the corresponding actions against the obligors who default on their payment obligations derived from the Second Drawdowns. Said action should be exercised through the formalities of judicial proceedings for execution in conformity with the provisions of Article 517 and following of the Law on Civil Procedure.

For the foregoing purposes and for the purposes of the provisions described in Articles 581.2 and 686.2 of the Civil Procedure Act, and wherever necessary, the Fund Manager in the Deed of Constitution shall grant a power of attorney as wide-ranging as may be required by law in favour of "la Caixa" so that the latter, acting through any of its attorneys with sufficient authority to that end, may, in accordance with the instructions of the Fund Manager, on behalf of and representing the Fund Manager, or on its own behalf but representing the Fund Manager as the legal representative of the Fund, demand through any judicial or

extrajudicial means that the obligors of any of the Second Drawdowns pay their debt and exercise legal actions against the same, in addition to other powers required for the exercise of their functions as Servicer. These faculties may be extended or modified through another deed if necessary.

In particular, the Servicer is bound to:

- 1) Exercise any judicial or extra-judicial actions that may correspond to the Fund in relation to the obligor.
- 2) Perform all acts that may be necessary or appropriate to effectively exercise such actions.

The Servicer should, in general, file a suit for enforcement if, during a period of six (6) months, the obligor of a second drawdown that has defaulted on its payment obligations has not resumed payments to the Servicer, and the Servicer, with the consent of the Fund Manager, fails to obtain a satisfactory promise of payment for the interests of the Fund. The Servicer, in any case, should proceed immediately to the presentation of the executive demand if the Fund Manager, as representative of the Fund, and having analysed the specific case, deems it appropriate.

If six (6) months have transpired since the oldest date of default, without the obligor having resumed payments or without any restructuring, and the Servicer has not filed a suit for enforcement without sufficient justification, then the Fund Manager, as representative of the Fund, shall proceed immediately to initiate the corresponding judicial proceedings for the total claim of the debt.

In the case of a halt in the proceedings pursued by the Servicer without sufficient reason to justify it, the Fund Manager, in representation of the Fund, will be able, if appropriate, to subrogate itself to the position of the Servicer and continue with the judicial process.

The Servicer is obliged to provide timely information on the requests for payment, judicial actions, or any other circumstances that affect the collection of the Second Drawdowns. In addition, the Servicer shall facilitate to the Fund Manager all the documentation that it may request in relation to said Second Drawdowns and, in particular, the documentation necessary for the commencement, where necessary, of legal actions by the Fund Manager.

9. Insurance for damage and fire to mortgaged real estate

The Servicer shall not take or fail to take any measure when such action would result in the cancellation of any fire or property damage insurance policy on the mortgaged real estate or that would result in the reduction of the amount to be paid in any claim on the same. The Servicer must exercise due diligence and, in any case, exercise the rights that the insurance policies or that the Second Drawdowns confer on it with the object of maintaining said policies in force with full effect (or any other policy that grants equivalent cover) in relation to each second drawdown and the corresponding property.

The Servicer shall be obliged to advance the payment of the policy premiums that have not been satisfied by the obligors, if it has reliable knowledge of said circumstance, without prejudice to its right to be reimbursed by the Fund for the amounts satisfied.

In the case of a claim, the Servicer should coordinate the actions for the collection of the indemnifications derived from the insurance policies for damage to the real estate, in accordance with the terms and conditions of the Second Drawdowns and of the policies themselves, depositing to the Fund, if appropriate, the amounts collected. Although all mortgaged properties may be covered with damage insurance policy at the time of granting the Open Credits from which the Second Drawdowns derive, there is no guarantee that at the time of their assignment to the Fund all these policies are in force. However, "la Caixa" will bear the costs incurred as a result of (i) the non-existence of a property damage insurance policy or (ii) non-payment of any insurance policy premiums on the mortgaged properties.

10. Compensation

In the event that any of the obligors of the Second Drawdowns maintain a right to a cash credit, due and demandable against the Servicer and, as such it results that any of the Second Drawdowns is offset, in whole or in part, against such a credit right, the Servicer shall remedy such circumstance or, if it is not possible to remedy it, the Servicer shall proceed to deposit in the Fund the amount compensated plus the interest accrued that would have corresponded to the Fund up to the day on which the deposit is made, calculated in accordance with the applicable conditions of the corresponding second drawdown.

11. Subcontracting

The Servicer may subcontract any of the services that it has agreed to provide by virtue of the foregoing and the deed of constitution, except for those that cannot be delegated under applicable law. Said subcontracting shall not in any case suppose additional cost or expense to the Fund or the Fund Manager, and shall not cause a lowering of the rating granted to each of the Series of Bonds by the Rating Agencies. Notwithstanding any subcontracting or delegation, the Servicer shall not be exonerated nor liberated, through such subcontracting or delegation, of any of its responsibilities assumed by virtue of the administration contract or that are legally attributable or demandable to it.

12. Notifications

The Fund Manager and the Assignor have agreed not to notify the obligors of the assignment. Notification is not a prerequisite for the validity of the assignment of the Second Drawdowns or for the issue of the mortgage transfer certificates.

However, the Assignor shall grant the broadest powers allowed by law to the Fund Manager so that the latter may, on behalf of the Fund, notify the obligors of the assignment when it deems appropriate.

Likewise, in the event of bankruptcy or indications thereof, of intervention by the Bank of Spain, of winding-up or replacement of the Servicer or because the Fund Manager deems it to be reasonably justified, the latter shall require the Servicer to notify the obligors (and, if applicable, third-party guarantors and the underwriters with which the obligors may have signed, if applicable, damage insurance agreements linked to the Open Credits from which the underlying Second Drawdowns are derived from the Mortgage Transfer Certificates) the transfer of the Fund of Second Drawdowns pending amortisation, as well as that the payments derived from the same will only be fully discharged if they are made in the treasury account open on behalf of the Fund. However, both in the event the Servicer fails to notify the obligors and, if applicable, third-party guarantors and the underwriters within five (5) Business Days after being required to do so and in the event of the bankruptcy or winding-up of the Servicer, the Fund Manager itself shall directly notify the obligors and, if applicable, the third-party guarantors and the underwriters.

The Assignor shall pay for the cost of notifying the obligors, even if the notice is made by the Fund Manager.

3.7.2.2 Term and substitution

The services shall be rendered by the Servicer until, the totality of the Second Drawdowns acquired by the Fund having been amortised, the obligations assumed by the Servicer are extinguished, or when the settlement of the Fund is concluded, without prejudice to the possible early revocation of its mandate in conformity with the terms set forth below.

Mandatory replacement: In the event of the bankruptcy of the Servicer or intervention by the Bank of Spain, or in the event of the breach by the Assignor, as the Servicer of the Second Drawdowns, of its duties imposed in the Administration Agreement or in the event of a drop or loss of the Servicer's credit rating or a change in its financial situation that puts into jeopardy or risks the financial structure of the Fund or the rights and interests of the bondholders, the Fund Manager, in addition to demanding that the Servicer comply with its duties in the Administration Agreement, will proceed to take any of the following actions, if legally possible, and among others and subject to notification to the Ratings Agencies:

- (i) require that the Assignor subcontract or delegate to another entity the performance of the obligations and commitments assumed in the Administration Agreement;
- (ii) guarantee all of the Servicer's obligations through a third-party entity with a sufficient credit rating and quality;
- (iii) terminate the Administration Agreement, in which case the Fund Manager must first appoint a new Servicer who has a sufficient credit rating and who accepts the obligations included in the Administration Agreement or, if applicable, in a new Administration Agreement.

Furthermore, in the event of a corporate, regulatory or court decision ordering the liquidation, dissolution or receivership of the Assignor, or if the Assignor were to file for bankruptcy or if a request filed by a third party were admitted, the Fund Manager would be entitled to replace the Assignor as the administrator of the Second Drawdowns provided that such replacement is permitted under the law.

The new Servicer of the Second Drawdowns shall be appointed by the Fund Manager following consultation with the competent administrative authorities so that the ratings assigned to the Bonds by the Rating Agencies are not jeopardised. The Rating Agencies shall be informed of the new appointment. The Fund Manager shall agree with the new Servicer on the amount to be received and against the Fund.

Voluntary replacement: If the law allows, the Assignor may ask for replacement in the administration of the Second Drawdowns. The Fund Manager shall authorise the replacement provided always that the Assignor has found a replacement to act as the Servicer and that the ratings assigned by the Rating Agencies will not be affected. The Rating Agencies shall be duly notified.

In the event of replacement, either mandatory or voluntary, the Assignor shall make all necessary and corresponding documentation and computer records available to the new Servicer so that it may perform its functions.

The mandate granted by the Fund Manager, on behalf of the Fund, to the Servicer shall be terminated if the Ratings Agencies fail to confirm the provisional ratings of each of the Series before the start of the subscription period as final.

Any additional cost or expense derived therefrom will be covered by the Servicer but never by the Fund or the Fund Manager.

3.7.2.3 Responsibility of the Servicer and indemnification

In no case shall the Servicer bear any responsibility in relation to the obligations of the Fund Manager in its capacity as administrator of the Fund and manager of the interests of the bondholders, nor in relation to the obligations of the obligors derived from the Second Drawdowns, without prejudice to the responsibilities assumed by it in the Deed of Constitution as Assignor of the Second Drawdowns acquired by the Fund.

In accordance with provisions of Royal Decree 926/1998 and Law 19/1992, the bondholders shall bear the risk of default on the Second Drawdowns. As such, the Assignor does not assume any liability for the default of the obligors, whether of the principal or of the interest that they may owe by virtue of the Second Drawdowns.

The Servicer assumes the obligation to indemnify the Fund or the Fund Manager for any damage, loss or expense these may have incurred by reason of the breach by the Servicer of its obligations of administration, management and information of the Second Drawdowns and custody of the mortgage transfer certificates.

The Fund Manager, representing and on behalf of the Fund, as holder of the Mortgage Transfer Certificates, shall have enforcement rights against "la Caixa" as the Issuer of the mortgage transfer certificates for the effectiveness of the due dates of the mortgage transfer certificates for principal and interest, when the

breach of the payment obligation for said concepts is not a consequence of the failure to pay by the obligors of the Second Drawdowns.

Neither the bondholders nor any other creditor of the Fund shall have any right of action against the Assignor. Rather, the Fund Manager, as representative of the Fund that owns the Second Drawdowns, holds the rights to such actions.

3.7.2.4 Remuneration of the Servicer

In consideration for the custody, administration and collection management of the Second Drawdowns, the Servicer shall be remunerated quarterly on each Payment Date in an amount equal to 0.01% of the Outstanding Balance of the Second Drawdowns on the Fund Payment Date immediately preceding. This commission is understood as gross in the sense that it includes any direct or indirect taxes or withholdings that could encumber the same.

If the Assignor were replaced as the Servicer, the administration commission, which may be higher, would be moved to number (i) of the Cash Flow Waterfall of the Fund described in Section 3.4.6. above.

3.8 NAME, ADDRESS AND BRIEF DESCRIPTION OF ANY COUNTERPARTY FOR SWAP, CREDIT, LIQUIDITY OR ACCOUNT OPERATIONS

"la Caixa" is the Fund's counterparty in the operations listed below.

(iii) Treasury Account:

Account opening agreement at guaranteed interest rate (treasury account).
Description in Section 3.4.4.1 of the Addendum

(iv) Loan for Initial Expenses:

Loan agreement for Initial Expenses. Described in Section 3.4.3.1. of the Addendum

(v) Interest Swap

Interest Rate Swap Agreement agreement. Described in Section 3.4.7.1 of the Addendum

The data pertaining to "la Caixa" and its activities are included in Section 5.2. of the Registration Document and in Section 3.1. of the Securities Note, respectively.

4. POST ISSUE INFORMATION

4.1 OBLIGATIONS AND PERIODS FOR MAKING PERIODIC FINANCIAL-ECONOMIC INFORMATION ON THE FUND AVAILABLE TO THE PUBLIC AND FOR PRESENTATION TO THE NATIONAL SECURITIES MARKET COMMISSION.

The Fund Manager, as the administrator and manager of the Fund, undertakes to provide, as quickly as possible or by the established deadlines, the information described below and any additional information reasonably requested of it.

4.1.1 Ordinary periodic notifications

The Fund Manager shall hold all the documentation and information necessary in accordance with the deed of formation available for the public.

1. In the period covered between the Determination Date and a maximum of three (3) Business Days following each Payment Date, the Fund Manager shall proceed to communicate the nominal interest rate applicable to each class of Bonds for the following Interest Accrual Period to the bondholders.
2. Every quarter, a minimum of one (1) Business Day before each Payment Date, the Fund, through its Fund Manager, shall notify the bondholders of the interest on the Bonds of each class, together with the redemption of same, as appropriate, as well as:
 - (i) The real early redemption fees of the Second Drawdowns of the preceding Determination Date;
 - (ii) The estimated average residual life of the Bonds under the hypothesis of maintaining said real early amortisation rate on the principal of the Second Drawdowns and with the rest of the hypotheses set forth in Section 4.10 of the Securities Note.
 - (iii) The balances of the outstanding payment principal, following the redemption to be settled on each Payment Date of each bond Series, and the percentages that said balances of outstanding payment principal represent over the initial face value of the Bonds.

- (iv) If appropriate, the bondholders shall be informed of the amounts of interest and redemption accrued but unpaid due to a shortage of Available Funds, in accordance with the Cash Flow Waterfall.

The previous notifications shall likewise be communicated to Iberclear, CNMV, the Paying Agent and the fixed-return AIAF market at least two (2) Business Days before each Payment Date.

3. Within four (4) months of the end of the accounting period, the Fund Manager shall issue a report containing:
 - (i) A report on the portfolio of Second Drawdowns pooled into the Fund, the balance of the treasury account, the balance sheets, the profit and loss account, the auditor's report and an annex specifying the accounting principles applied.
 - (ii) A management report containing:
 - a) Outstanding Balance of the Second Drawdowns.
 - b) The percentage of Second Drawdowns redeemed early.
 - c) The changes produced in the early redemption fee.
 - d) The amount of the unpaid Second Drawdowns.
 - e) The amount of Defaulted Second Drawdowns and the percentage they represent over the total.
 - f) The average life of the Second Drawdowns portfolio.
 - g) The average type of the Second Drawdowns portfolio.
 - h) The Outstanding Principal Balance of the Bonds.
 - i) If applicable, the amount of unpaid accrued interest on the Bonds.
 - j) A detailed analysis of the evolution of the Fund and the factors that have affected said result.
 - k) The amount and the variations of the expenses and management fees produced during the accounting period.
4. The Fund Manager shall provide a quarterly report to the CNMV and to the AIAF Fixed Income Market within the month following the end of each quarter about the evolution of the Second Drawdowns incorporated into the Fund, about the balance of the treasury account and about relevant information on the Fund and the incorporated Second Drawdowns.

All information of a public nature regarding the Fund can be found at the address of the Fund Manager, on the web page of the Fund Manager (www.gesticaixa.com) and on the websites of the Lead Manager and Underwriters, the AIAF Fixed Income Market (www.aiaf.es) and in the CNMV register.

4.1.2 Extraordinary notifications

1. For the purposes of the constitution of the Fund and the issue of Bonds, once the Deed of Constitution has been granted, the Fund Manager, on behalf of the Fund, shall proceed to make the requisite notification of the constitution of the Fund and of the issue of the Bonds, as well as the nominal interest rate on the Series of Bonds applicable to the first accrual period of interest, which shall be taken as the period between the Closing Date and the first Payment Date. The foregoing notification shall be made in accordance with the procedure set forth in this Prospectus. Any calendar day is appropriate for said publication, whether or not a Business Day.
2. The Fund Manager, on behalf of the Fund, shall inform the bondholders of all relevant events that may take place in relation to the Bonds, the Fund and the Fund Manager itself, which could influence the trading of the Bonds in a significant manner and, in general, of any relevant modification in the assets or liabilities of the Fund. The Fund Manager, on behalf of the Fund, shall inform the holders of the Bonds of the possible decision of early redemption of the Bonds for any of the reasons set forth in this Prospectus. In this event, the Fund Manager shall forward the notarised deed of liquidation to the CNMV along with an indication of the settlement procedure followed.

All of the foregoing circumstances shall be reported to the CNMV and Rating Agencies in advance.

4.1.3 Procedure for notifying bondholders.

All notifications that the Fund Manager must make to the bondholders about the Fund as a result of the aforementioned shall be made as follows:

1. Ordinary notifications

The ordinary notifications shall be made through publication either in the daily newsletter of the AIAF Fixed Income Market, or any other that replaces it or that has similar characteristics, or through publication in a newspaper with broad

distribution in Spain, whether of an economic/financial or of a general nature. In addition, the Fund Manager or the Paying Agent may release such information, or other information of interest to the bond holders, through the channels and systems of the financial markets, such as Reuters, Bridge Telerate, Bloomberg or any other of similar characteristics.

2. Extraordinary notifications

The extraordinary notifications must be made through publication in a daily gazette of the AIAF Fixed Income Market or any other market that may replace it or that has similar characteristics, or in a newspaper with broad distribution in Spain, whether of a financial/economic or of a general nature. These notifications shall be considered given on the date of said publication and are valid for any calendar day, whether or not a Business Day (in accordance with the provisions set forth in this Prospectus).

Exceptionally, the nominal interest rate determined for the Bonds for each of the Series for the first Interest Accrual Period shall be notified in writing by the Fund Manager before the start of the subscription period to the underwriters and management entities so that they may notify investors interested in subscribing to the Bonds. In addition, the Fund Manager shall notify the CNMV, the Paying Agent, the AIAF Fixed Income Market and Iberclear.

3. Notifications and other information.

The Fund Manager may make notifications and other information of interest to bondholders available to them on its own website or other remote transmission methods of similar characteristics.

4.1.4 Information to the National Securities Market Commission

The Fund Manager shall inform the CNMV of the notifications and information made available in accordance with the provisions set forth in the previous sections. This applies to both ordinary information and extraordinary information as well as any other information required by the CNMV or by the laws in force at any given time.

4.1.5 Information to Rating Agencies.

The Fund Manager shall provide Rating Agencies periodically with information on the Fund's status and the performance of the Second Drawdowns to enable them to track the bond ratings and make the pertinent extraordinary notifications. It shall likewise provide said information whenever reasonably requested to do so and whenever there may be a significant modification to the

conditions of the Fund or to the agreements approved through the Fund Manager or to the interested parties.

Xavier Jaumandreu Patxot, on behalf of and representing GESTICAIXA, S.G.F.T., S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN as its Managing Director, has signed this Prospectus on 18 May 2007.

GLOSSARY OF DEFINITIONS

“Addendum” means the Addendum of asset-guaranteed securities, the minimum disclosure requirements of which are included in Appendix VIII of Regulation 809/2004.

“Administration Agreement” means the agreement that regulates the custody and administration of the Second Drawdowns and the deposit of the titles representing the mortgage transfer certificates.

“Amount Available for Redemption” means the amount allocated to the redemption of the principal of the Series A, B and C Bonds.

“Assignor” means “la Caixa”, the Assignor of the Second Drawdowns.

“Available Funds” means:

- a) On each Payment Date, the amounts allocated to meet the Fund’s payment obligations or withholdings that will have been deposited in the treasury account.
- b) And, where applicable, the proceeds from the liquidation of the Fund’s assets.

“Bond Issue” means the securitisation Bonds issued against the Fund for an amount equal to 1,512,000,000 euros, composed of 15,120 Bonds with a face value of 100,000 euros each, pooled in the following Series: Series A, Series B, Series C and Series D.

“Bonds” means the Bonds of Series A, the Bonds of Series B, the Bonds of Series C and the Bonds of Series D issued by the Fund.

“Business Day” means any day other than (i) a holiday in Madrid, (ii) a holiday in Barcelona, or (iii) a non-Business Day on the TARGET (Trans European Automated Real-Time Gross Settlement Express Transfer System) calendar.

“Cash Flow Waterfall”, means the order in which the Available Funds shall be applied with respect to the payment or withholding obligations of the Fund, as per Section 3.4.6 of the Prospectus.

“CET” means Central European Time.

“Clean-up Call Circumstances” are those enumerated in Section 4.4.3 of the Registration Document.

“Clean-up Call” means the settlement of the Fund and with it the early redemption of the Bond Issue on a date prior to the Final Maturity Date under the circumstances and pursuant to the procedures established in Section 4.4.3 of the registration document.

“Closing Date” means 29 May 2007, the day on which the cash amount for subscription of the Bonds must be paid and on which the face value of the subscribed mortgage transfer certificates must be paid.

“CNMV” means the National Securities Market Commission.

“Collection Date” means every Business Day.

“Constitution Date” means date on which the Deed of Constitution is signed, that is, 24 May 2007.

“Deed of Constitution” means the public Deed of Constitution of the Fund, the assignment to the Fund by “la Caixa” of Second Drawdowns by issuing mortgage transfer certificates and the issue of the Bonds by the Fund.

“Defaulted Second Drawdowns” means those Second Drawdowns for which (a) the obligor has been declared bankrupt, (b) are unpaid on a date for an amount equal to or greater than eighteen (18) months of delay in the payment of the overdue amounts or (c) may be classified as in default by the Fund Manager because there is reasonable doubt about their full repayment.

“Determination Date” means, for each Interest Accrual Period, the third Business Day prior to the Payment Date that sets the start of the corresponding Interest Accrual Period.

“Determination Period”, means the actual number of days between two consecutive Payment Dates, excluding in each Determination Period the initial Payment Date and including the final Payment Date. The first Determination Period shall have a duration equal to the number of days elapsed between the day of the constitution of the Fund, inclusive, and the first Determination Date.

“Distribution of Funds Available for Amortisation” means the applicable rules of the Funds available for amortisation for amortising each one of the A, B and C

Series, on each Payment Date, as established in Section 4.9.4 of the Securities Note.

“Early Amortisation” means the amortisation of the Bonds on a date before the Legal Final Maturity in cases of Clean-up Calls for the Fund in accordance with the requirements established in Section 4.4.3 of the Registration Document.

“EURIBOR” means the *Euro Interbank Offered Rate*, which is the interbank term deposit rate in euros calculated as the daily average of the quotes provided for fifteen maturity dates by a panel composed of 57 Banks that are among the most active in the Euro zone. The rate is quoted based on the calculation of the calendar days to maturity and on a 360-day year, and it is fixed at 11:00 AM (CET) and carried to three (3) decimal positions.

“Final Maturity Date” means the last ordinary maturity date of the Fund’s assets.

“Financial Brokerage Agreement” means the agreement which regulates the payment by the Fund Manager, on behalf of the Fund, to “la Caixa” for the financial brokerage activities performed which have enabled the definitive financial transformation of the Fund’s activity, the acquisition of the non-mortgage loans, the subscription by this party of the mortgage transfer certificates and the satisfactory rating of each bond class.

“Financial Brokerage Margin” means the remuneration received by “la Caixa” for the process of financial brokering that allows the definitive financial transformation of the Fund’s activity, the acquisition of the mortgage transfer certificates and the satisfactory rating granted to each one of the Series of Bonds.

“Fund Manager” means GestiCaixa, S.G.F.T., S.A.

“Fund” means FONCAIXA HIPOTECARIO 10, FTA

“Funds Available for Liquidation” means:

- a) The Available Funds.
- b) The amounts that the Fund may obtain from the disposal of the assets corresponding to the Second Drawdowns remaining in cases of a clean-up call.

“Guaranteed Interest Rate Deposit Agreement (Treasury Account)” or “Treasury Account Agreement” means the guaranteed interest rate deposit agreement (Treasury Account) signed by the Fund Manager on behalf of the Fund and “la Caixa”.

“Iberclear” means the entity “Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.”

“IFRS” means the International Financial Reporting Standards.

“Initial Balance” means the sum of the capital or principal pending maturity of the Second Drawdowns on the date of constitution.

“Initial Expenses” means the expenses pursuant to Section 6.1 of the Securities Note.

“Initial Reserve Fund”, means the Reserve Fund set up on the Closing Date and charged to the Closing of the subscription of Class D Bonds, for an amount equal to (12,000,000) euros.

“Interest Accrual Period” means the actual number of days between two consecutive Payment Dates, including the initial Payment Date and excluding the final Payment Date. The first Interest Accrual Period shall commence on the Closing Date, inclusive, and will end on the first Payment Date, excluded.

“Interest Rate of Reference” means the three-month (3) EURIBOR, except for the first Interest Accrual Period. Exceptionally, the nominal interest rate of the Bonds of each one of the Series for the first Interest Accrual Period shall be determined by taking the EURIBOR rate at four (4) months’ maturity, established at 11:00 a.m. (CET time) on the second (2) Business Day immediately prior to the Closing Date.

“Interest Rate Swap Agreement” means the Interest Rate Swap Agreement intended to cover the interest rate risk to which the Fund is exposed due to the fact that the Second Drawdowns are subject to adjustable interest rates pegged to different benchmark indexes and different review periods than those established for the Bonds. In addition, the Interest Rate Swap Agreement is intended to cover the implicit risk that the Second Drawdowns could be renegotiated and that the agreed interest rates could be reduced. It is regulated in the Interest Rate Swap Agreement agreement.

“IRR” means the internal rate of return as defined in Section 4.10 of the Securities Note.

“Issuer” means FONCAIXA HIPOTECARIO 10, FTA

“la Caixa” means Caixa d’Estalvis i Pensions de Barcelona.

“Law 19/1992” means Law 19/1992 of 7 July on the Regulation of Real Estate Investment Funds and Companies and Mortgage Securitisation Funds.

“Law 2/1981” means Law 2/1981 of 25 March on the Regulation of the Mortgage Market.

“Law 2/1994” means Law 2/1994 of 30 March on Subrogation and Modification of Mortgage Loans.

“Law 3/1994” means Law 3/1994 of 14 April which adapted Spanish legislation on the subject of credit entities to comply with the Second Directive on Banking Coordination and introduced relevant changes to the financial system.

“Law 44/2002” means Law 44/2002, dated 22 November, on Reform Measures of the Financial System.

“Lead Manager, Underwriter and Placement Agent” means “la Caixa”.

“Legal Final Maturity” means thirty-six (36) months after the maturity of the Fund’s Asset with the longest maturity period, namely 1 April 2050.

“Liquidation Date” or “Clean-up Call Date” means the date on which the Fund Manager liquidates the Fund as a consequence of any of the Clean-up Call Circumstances enumerated in Section 4.4.3 of the Registration Document.

“Loan for Initial Expenses Agreement” means the agreement signed between the Fund Manager on behalf of the Fund and “la Caixa”, by virtue of which the Fund shall make the payment of the Initial Expenses shown in Section 6 of the Securities Note.

“Loan for Initial Expenses” means the loan granted by “la Caixa” to the Fund, in accordance with the provisions set forth in the Subordinated Loan Agreement.

“Management, Underwriting and Placement Agreement for the Bond Issue” means the management, underwriting and placement agreement for the Bond Issue entered into between the Fund Manager, on behalf of and representing the Fund, and “la Caixa” as the Lead Manager, Underwriter and Placement Agent.

“Moody’s” means Moody’s Investors Services España, S.A.

“Mortgage Transfer Certificates” means the negotiable securities whereby the Second Drawdowns are assigned to the Fund, pursuant to the provisions in the Fifth Additional Provision of Law 3/1994 in the drafted version contained in Law 44/2002, Law 2/1981 and Royal Decree 685/1982.

“Multiple Title” means the security title representing the mortgage transfer certificates issued by “la Caixa” on the Second Drawdowns.

“Nominal Interest Rate” means the interest rate of reference, plus a margin applicable to each bond Series.

“Open Credit” means a credit line with a mortgage guarantee, where the holder has the option to make drawdowns throughout the life of the credit and up to a pre-established limit and under specific conditions. Usually, although not exclusively, the first drawdown is allocated to financing the acquisition of a home, while Second Drawdowns can have a variety of purposes: from complementary financing of a home acquisition - because the obligor agreed to deferred payment with the seller - to financing the acquisition of a second home with a guarantee on the first home acquired, to financing the renovation of a home or financing consumer goods (such as vehicles, furniture...). From the point of view of risk, the rights - including accessory rights - that are derived for the Assignor from the drawdowns of the same credit have the same range, priority and Cash Flow Waterfall (*pari passu*), regardless of the date when they were drawn down, therefore including the drawdowns that could have been made after the Fund was formed.

“Outstanding Balance of Principal” means the sum of the Outstanding Balances of the unamortized principal of the Bonds in the Series on each Determination Date, including the principal that should have been amortised but was not due to insufficient Available Funds according to the Cash Flow Waterfall.

“Outstanding Balance” means the total of the capital or principal not yet due and payable on the Second Drawdowns on a specific date and the capital or principal due but not yet paid to the Fund.

“Part B Interest Rate” means for each liquidation period for “la Caixa” the average nominal interest rate of the Bonds weighted by the Outstanding Balance of principal for each Series plus a margin of 0.50%.

“Paying Agency Agreement” means the agreement that regulates the financial service of the Bonds and which is entered into between the Fund Manager, on behalf of and representing the Fund, and “la Caixa”, as the Paying Agent.

“Paying Agent” means the entity that provides the financial services for the Bonds. The Paying Agent shall be “la Caixa”.

“Payment Date” means 15 March, June, September and December of each year or the next Business Day if any of these dates does not fall on a Business Day. The first Payment Date shall be 17 September 2007, as 15 September 2007 is not a Business Day.

“Payment Order Priority of Settlement” means the order in which the Funds available for settlement will be applied with respect to the payment or withholding obligations of the Fund on the settlement date, as per Section 3.4.6 of the Prospectus.

“Periodic Expenses” means the expenses pursuant to Section 6.2 of the Securities Note.

“Prospectus” means the document comprising the Registration Document, the Addendum, the Securities Note and the Glossary of Terms defined in Regulation 809/2004.

“Rating Agencies” mean Moody’s Investors Service España, S.A. and Standard & Poor’s España, S.A.

“Registration Document” means the registration document of asset-guaranteed securities, the minimum disclosure requirements of which are contained in Appendix VII of Regulation 809/2004.

“Regulation 809/2004” means Commission Regulation (EC) number 809/2004, of 29 April 2004, pertaining to Directive 2003/71/EC of the European Parliament and of the Council regarding the information contained in Prospectuses, as well as the format, incorporation by reference and publication of said Prospectuses and advertising.

“Reserve Fund” means the guarantee mechanism against possible losses due to unpaid or Defaulted Second Drawdowns, for the purpose of enabling payments be made by the Fund in accordance with the Cash Flow Waterfall and the payment settlement priority order, as appropriate.

“Royal Decree 685/1982” means Royal Decree 685/1982, of 17 March, which developed certain aspects of Act 2/1981, of 25 March, regulating the mortgage market, and certain aspects of Royal Decree 1289/1991, of 2 August, which modified certain articles of the former decree.

“Royal Decree 926/1998” means Royal Decree 926/1998 of 14 May which regulates asset securitisation Funds and the managers of securitisation Funds.

“Second Drawdowns” means the drawdowns from Open Credits, with the exception of the first drawdowns, selected and assigned by “la Caixa” to the Fund through the issue by “la Caixa” and the subscription by the Fund of the mortgage transfer certificates, and all the Second Drawdowns are not necessarily from the same Open Credit.

“Securities Note” means the schedule of debenture securities with a unit denomination equal to or greater than 50,000 euros, the minimum disclosure requirements of which are Included in Appendix VIII of Regulation 809/2004.

“Series A Bonds” or “Series A” means the Bonds corresponding to Series A issued on the account of the Fund for a nominal total amount of (1,458,000,000) euros.

“Series B Bonds” or “Series B” means the Bonds corresponding to Series B issued on the account of the Fund for a nominal total amount of (30,000,000) euros.

“Series C Bonds” or “Series C” means the Bonds corresponding to Series C issued on the account of the Fund for a nominal total amount of (12,000,000) euros.

“Series D Bonds” or “Series D” means the Bonds corresponding to Series D issued on the account of the Fund for a nominal total amount of (12,000,000) euros.

"Series" means Series A, Series B, Series C and Series D jointly.

"Servicer" means the entity responsible for the custody and administration of the Second Drawdowns and the deposit of certificates representing the mortgage transfer certificates on deposit pursuant to the Administration Agreement, namely "la Caixa".

"Setting Date" means the second Business Day before the Payment Date that marks the commencement of the corresponding Interest Accrual Period. For the first Interest Accrual Period, the benchmark interest rate shall be set on the second Business Day prior to the Closing Date.

"Standard & Poor's" or "S&P", means Standard and Poor's España, S.A.

"Subscription Period" means the subscription period of the Bonds, which is between 10:00 o'clock (CET) and 13:00 o'clock (CET) on 28 May 2007.

"Swap" means Interest Rate Swap Agreement.

"Swap Agreement" or "Interest Rate Swap Agreement Agreement" means the agreement entered into between the Fund Manager, on behalf of and representing the Fund, and "la Caixa", whereby the Fund shall make payments to "la Caixa", calculated on the second drawdown interest rates, in exchange for which "la Caixa" shall make payments to the Fund calculated on the interest rate determined for the Bonds plus a margin, all according to the rules set forth in Section 3.4.7.1 of the Addendum.

"Swap Notional" means the average daily balance of the Second Drawdowns for each settlement period that are up-to-date with payment during the three months prior to each settlement date.

"The Minimum Level of the Reserve Fund" means the lower of the following amounts:

- a) An amount equal to (12,000,000) euros.
- b) 1.60% of the Outstanding Balance of the Class A, B and C Bonds.

"Theoretical redemption amount" means the positive difference on a Payment Date between (a) the net Outstanding Balance of principal of the Bonds of Series A, B and C and (b) the sum of the Outstanding Balance of the Second Drawdowns corresponding to the final day of the month prior to that of the Payment Date.

“Total Amount of the Bond Issue” shall be equal to 1,512,000,000 euros.

“Underwriter and Placement Agents” means “la Caixa”, together with any other new underwriter agent to whom “la Caixa” may assign a part of its underwriting commitment.

“Underwriting commissions” means the fees paid to Underwriter and Placement Agents for the performance of their functions by virtue of the Management, Underwriting and Placement Agreement for the Bond Issue.