

FONCAIXA FTPYME 1

FONDO DE TITULIZACIÓN DE ACTIVOS

SECURITISATION BONDS

€ 600,000,000

Series A1	€ 185,000,000	EURIBOR 3 M	+ 0.20%
Series A2	€ 89,900,000	EURIBOR 3 M	+ 0.22%
Series A3G	€ 223,500,000	EURIBOR 3 M	- 0.0618%
Series A3S	€ 56,000,000	EURIBOR 3 M	+ 0.25%
Series B	€ 37,800,000	EURIBOR 3 M	+ 0.60%
Series C	€ 7,800,000	EURIBOR 3 M	+ 1.50%

* Series "A3G" Bonds secured by State Warrantee

DIRECTION

InverCaixa Valores S.V., S.A.

UNDERWRITING AND BROKERAGE



ORIGINATOR AND PAYING AGENT



"la Caixa"
CAIXA D'ESTALVIS I PENSIONES
DE BARCELONA

FUND DESIGNED, FORMED AND ADMINISTERED BY

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

Prospectus filed with the official registries of the National Commission for the Securities Markets on November 27, 2003

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SUMMARY OF THE TRANSACTION OBJECT OF THE PRESENT INFORMATIVE PROSPECTUS

Characteristics of the Securitisation Bonds being issued

The main terms and conditions of the present Bonds Issue are the following:

- Type of security:** Securitisation Bonds represented by account entries.
- Issuer:** FONCAIXA FTPYME 1, FONDO DE TITULIZACIÓN DE ACTIVOS
- Value of the Issue:** € 600,000,000 of face value, formed by 6,000 Bonds represented by account entries, grouped into three Classes, and composed by six Series of Bonds distributed as follows:

	Face Value per Bond (euros)	Number of Bonds	Total Face Value of Series (euros)
Series A1	100,000.00	1,850	185,000,000
Series A2	100,000.00	899	89,900,000
Series A3G	100,000.00	2,235	223,500,000
Series A3S	100,000.00	560	56,000,000
Series B	100,000.00	378	37,800,000
Series C	100,000.00	78	7,800,000

Price of the Issue: One hundred (100) percent of the face value of each, free of taxes and subscription charges by the Fund for the subscriber.

Interest rate: Annual nominal interest rate, variable on a quarterly basis, and with payments by complete quarters on each payment date, which will be the resulting from adding up the Reference Interest Rate (Euribor for three (3) months) and the following margin for each of the Series:

- **Series A1:** margin of 0.20%.
- **Series A2:** margin of 0.22%
- **Series A3G:** margin of -0.0618%.
- **Series A3S:** margin of 0.25%.
- **Series B:** margin of 0.60%.
- **Series C:** margin of 1.50%.

Frequency of interest payments: March 15, June 15, September 15 and December 15 of each year, or, as the case may be, the following Business Day.

Redemption price: One hundred (100) percent of the face value of each Bond.

Amortisation of the Bonds:

- **Series A1 Bonds:** will be made by means of a single payment for the total amount of their face value on December 15, 2005, except in the case that on that date there are not sufficient funds in the Fund for Amortisation of the Principal, in which case the amortisation will be made on successive Payment Dates until the full amortisation of the Series A1 Bonds.
- **Series A2 Bonds:** will be made by means of a single payment for the total amount of their face value on March 15, 2007, except in the case that on that date there are not sufficient funds in the Fund for

Amortisation of the Principal, in which case the amortisation will be made on successive Payment Dates until the full amortisation of the Series A1 Bonds. .

- **Series A3G and A3S Bonds:** The amortisation on the Series A3G and A3S Bonds will be made once Series A1 and A2 have been totally amortised and (except those amortizations of the A3G Series that may take place by means of an execution of the State warranty for the payment of Principal), on each Payment Date, pro rata among the Series A3G and A3S Bonds.
- **Series B Bonds:** The amortisation on the Series B Bonds will start on the Payment Date on which the Class A Bonds will be totally amortised, pro rata among the Series B Bonds themselves.
- **Series C Bonds:** The amortisation on the Series C Bonds will start on the Payment Date on which the Bonds of all other Series will be totally amortised, pro rata among the Series C Bonds themselves.

Final Maturity Date: Will coincide with the Payment Date immediately posterior be that of the last maturity (ordinary or accelerated) of the Assets.

Statutory Maturity Date: will be the date falling thirty six (36) months from the Final Maturity Date and, in any event, September 15, 2036, or the following Business Day, without prejudice to the option for anticipated amortisation of the Bonds Issue by the Management Company established in section II.11.3.1.8. of this Prospectus.

Ratings: Assigned, on a provisional basis, by the Rating Agencies Moody’s Investors Service España, S.A. (“**Moody’s**”) and Fitch Ratings España, S.A.U. (“**Fitch**”) for each of the Series of Bonds issued against the Fund, as follows:

Series of Bonds	Moody's Rating	Fitch Rating
Series A1	Aaa	AAA
Series A2	Aaa	AAA
Series A3G	Aaa	AAA
Series A3S	Aaa	AAA
Series B	A2	A
Series C	Baa2	BBB

The failure to confirm the above ratings by Moody’s (“Moody’s”) and Fitch (“Fitch”) before the start of the Subscription Period will constitute a termination event for the formation of the Fund and the Bonds Issue.

Credit Enhancements: With the purpose of consolidating the financial structure of the Fund, increase its security or regularity in the payment of the Bonds, to cover for temporary lags between the calendar of the flow of principal and interest of the Loans and the Bonds, to neutralise the differences of interest rates between the Loans and the Bonds and other liabilities, or, in general, transform the financial characteristics of the Bonds issued, as well as complement the administration of the Fund, the Management Company, in representation of the Fund, will proceed in the act of granting the Deed of Formation, to formalise the contracts and operations that are summarised below, in conformity to applicable law.

State Warrantee: The Series A3G Bonds (the “Secured Series” or the “Warranted Series”) will be secured by the State Warrantee, that will guarantee, with a waiver to the benefit of discussion established in article 1830 of the Civil Code (Código Civil), the payment of the nominal and interest of the Secured Series.

The Ministry of Economy, by means of an Order, will grant the warrantee, its effectiveness being subject to (i) registration of the present Informative Prospectus in the CNMV, (ii) the granting of the Fund Deed of Formation, (iii) the confirmation as final by the Rating Agencies, prior to the start of the Subscription Period, of the ratings

assigned on a provisional basis to each of the Series, (iv) that no termination of the Direction, Underwriting and Brokerage of the Bonds Issue Contract occurs, and (v) the submission of certain documents detailed in section II.15.2 of the Prospectus.

The subordination in the payment of interest and the reimbursement of the principal of some Bond Series over others grants greater protection to the holders of the Bonds of the Series less subordinated.

Guaranteed interest rate accounts. The accounts opened in the name of the Fund by the Management Company (Amortisation Account and Treasury Account) are remunerated at rates agreed to in such a way that a minimum return on the balances of each of them is guaranteed.

Secondary market for the trading of the Bonds: AIAF FIXED RATE MARKET.

Entity in charge of the accounting registry of the Bonds: SOCIEDAD DE GESTIÓN DE LOS SISTEMAS DE REGISTRO, COMPENSACIÓN Y LIQUIDACIÓN DE VALORES, S.A. (either, “Systems Company” or “Iberclear”).

Portfolio of Loans that form the Assets of the Fund

Assignor: Caixa d’Estalvis i Pensions de Barcelona (hereafter, “la Caixa”).

Composition of the Portfolio: Credit rights against all kinds of non-financial companies domiciled in Spain, of which 100% are small and medium companies, as defined by the Recommendation of the European Commission 96/280/CE, of April 3, 1996, on definition of small and medium companies (SMEs) (hereafter, the “Assigned Debtors”) as amended by the Recommendation of the European Commission of May 3, 2003, derived from Loans with an initial amortisation term no shorter than one year.

Value of the Assets: the Fund will pool together Assets for a minimum amount of 600,000,000 euros.

Classification of the Loans: the Loans maybe classified by their accessory guarantees in:

1. Mortgage-guaranteed Loans, formalised by public deed (hereafter the “Mortgage Loans”).
2. Unsecured Loans or loans with third-party personal guarantee (fianza), formalised in self-executive public deeds (article 517 of Law 1/2000, of January 7 of the Law on Civil Procedure (the "Civil Procedure Law") (the Non-Mortgage Loans together with the Mortgage Loans, the “Assigned Assets” or “Loans”)

The assignment of the Loans will be total and unconditional, and for the entire period of time remaining until the maturity of each Loan.

By means of the Deed of Formation, the Management Company, in representation of the Fund and “la Caixa”, as Assignor, will formalise the deal of the assignment of the Loans to the Fund in the manner described below:

1. The assignment of the Mortgage Loans will be done by means of the issue by “la Caixa” and the subscription by the Fund, of the Mortgage Transfer Certificates, under article 18 of the Finance Law.
2. The assignment of the Non-Mortgage Loans, directly, without the issue of any title, by means of the execution of the contractual document that accredits the transaction in accordance with Royal Decree 926/1998, by which the assets securitisation funds and the management companies of assets securitisation funds are regulated (“Royal Decree 926/1998”) (hereafter, together the Mortgage Transmission Transfer Certificates and the Non-Mortgage Loans, the “Assets”).

The terms and conditions of the assignment of the Loans are detailed in the remaining chapters of the present Prospectus.

The Assignor, in accordance with article 348 of Royal Decree of August 22, 1985, by which the Commercial Code (the "Commercial Code") was published, will be responsible to the Fund as regards the existence and legitimacy of the Loans, as well as for the personality under which it makes the assignment, but will not be responsible for the solvency of the Assigned Debtors.

Risks inherent to the Bonds

Risk of non-payment of the Assigned Assets

The holders of the Bonds will run the risk of non-payment of the Assigned Assets pooled in the Fund once exhausted the limited protection granted the amount of the Participative Loan and the grade of subordination of the distinct Bond Series derived from the place they occupy in the Payment Priority Order.

Notwithstanding, said risk of non-payment is covered for the holders of the Bonds of the Series Warranted by the State Warrantee.

“la Caixa”, as Assignor, in accordance with article 348 of the Commercial Code, assumes no responsibility for the non-payment by the Assigned Debtors, be it of principal, interest or any other amount that the same could owe by virtue of the Assigned Assets, nor assumes the efficacy of the accessory guarantees of the same. Neither will it assume in any other manner, responsibility in guarantying, directly or indirectly, the good end of the operation, nor grant warrantees or guarantees, nor incur in agreements for repurchase of the Assigned Assets, independently of that foreseen in section IV.1.2.c) in so far as some of the Assigned Assets do not adjust to the declarations contained in section IV.1.1 of the present Prospectus or to the concrete characteristics of the present Prospectus or of the concrete characteristics of the Assigned Assets that the “la Caixa” would have communicated to the Management Company, and of that set forth in section IV.1.2.d) in so far as the Right of Acquisition over the totality of the remaining Assigned Assets in certain circumstances.

The Bonds issued by the Fund do not represent nor constitute any obligation on the part of “la Caixa” nor of the Management Company. With the exception of the State Warrantee, there exist no other guarantees granted by any public or private entity, including “la Caixa”, the Management Company, and any other company affiliated or participated by any of the previous.

Risk of anticipated amortisation of the Assigned Assets

The Assigned Assets pooled in the Fund will be amortised in advance when the Assigned Debtors reimburse in advance the capital pending amortisation, in the terms foreseen in each one of the deeds and contracts of said Assigned Assets.

The risk that is supposed by said anticipated amortisation will be passed, in certain circumstances, quarterly, in each Payment Date, to the holders of the Bonds through the partial amortisation of the same, in accordance with that foreseen in section II.11.3.1.8 of the present Prospectus.

Limited Liquidity Risk

There exists no guarantee that the Bonds will produce in the market a trading with any minimum volume or frequency.

There exists no agreement that any entity will intervene in the secondary contracting, giving liquidity to the Bonds through the offer of consideration.

In addition, in no case will the Fund be permitted to repurchase the Bonds from their holders, although the Bonds can be amortised in advance in their totality in the case of the Anticipated Liquidation of the Fund, in the terms established in section III.8 of this Prospectus.

Profitability

The calculation of the internal rate of profitability, of the average life and of the duration of the Bonds, is subject, among other things, to the hypotheses of the rates of anticipated amortisation of the Assigned Assets that may not come to take place, as well as the future interest rates of the market, given the variable character of the nominal interest rate.

Default Interest

In no case will the existence of delays in the payment of interest or the reimbursement of the principal to the holders of the Bonds give rise to the accrual of default interest in their favour.

Warnings

Indicative character of certain information: Certain numeric charts, those relating to interest payments, principal amortisation, average life span and yield, and flow charts are based on indicative hypothesis, and therefore their purpose is merely explanatory of the financial structure of the issue and are of illustrative value only.

Default rate and anticipated redemption of the Credit Rights: The risk of default and non-payment of the Credit Rights and the risk of anticipated redemption of the same will be run by the holders of the Bonds.

Payment priority order

The Payment Priority Order contained in section V.4.2.1.2° of the present Prospectus, is the following:

The Management Company in the name of the Fund, will apply, on each Payment Date, the total amount of the Available Funds of the Treasury Account to the following payments and withholdings in accordance with the priority order described below:

- 1° Payment of the ordinary and extraordinary expenses of the Fund, supplied or not by the Management Company and duly justified, including the administration fee in favour of the same, and the remaining charges and commissions for services. In this sense, of the expenses in favour of "la Caixa", only those in relation to the administration of the Credit Rights that this may have anticipated or provided for the account of the Fund, as well as the amounts to which it may be entitled, all of them duly justified, will be attended.
- 2° Payment of the amount of the Swap.
- 3° Payment of the Interest of the Class A Bonds previously unpaid and reimbursement to the State of the amounts disposed of under the State Warrantee for the payment of the interest on the Series A3G Bonds (pro rata).
- 4° Payment of the interest accrued by the Series A1 Bonds.
Payment of the interest accrued by the Series A2 Bonds.
Payment of the interest accrued by the Series A3G Bonds.
Payment of the interest accrued by the Series A3S Bonds.
Payment of the interest accrued by the Liquidity Line in case of withdrawals from the same (pro rata among all of them).
- 5° Payment of the interest accrued by the Series B Bonds save in case of down-ranking of this Payment in accordance with the provisions of section V.4.2.2.
- 6° Payment of the interest accrued by the Series C Bonds save in case of down-ranking of this Payment in accordance with the provisions of section V.4.2.2.
- 7° Contribution to the Principal Amortisation Fund, for the amortisation of the Series A1 and A2 Bonds at their respective time.

- 8° Payment of the Amount Accrued for the Amortisation of the Series A3S and not Paid on Previous Payment Dates and payment of the Amount Accrued for the Payment to the State due to execution of the Warrantee for Principal.
- 9° Amortisation of the Series A3G and A3S Bonds (pro rata).
- 10° Amortisation of the Series B Bonds.
- 11° Amortisation of the Series C Bonds.
- 12° Reimbursement of the principal disposed of under the Participative Loan or, if applicable, withholding of the necessary amount for contribution to the Reserve Fund.
- 13° Payment for the cancellation of the Swap in the case of termination of the contract due to default by any of the parties thereto.
- 14° Interest of the Subordinated Loan for Formation Expenses.
- 15° Availability Commission of the Participative Loan.
- 16° Fixed remuneration of the Participative Loan.
- 17° Amortisation of the Subordinated Loan for Formation Expenses.
- 18° Amortisation of the principal disposed of under the Participative Loan, disposed as Reserve Fund in the amount corresponding to the reduction of the Reserve Fund.
- 19° Management of the Assigned Assets Commission.
- 20° Variable Remuneration of the Participative Loan.

The refund to "la Caixa" of the principal disposed of under the Liquidity Line of the State Warrantee will be made at the moment when the Ministry of Economy effects the Payment of the warranted amounts without waiting for the following Payment Date.

Exceptional payment priority Rules.

- a) The amounts received of the State Warrantee will be used only to cover for the insufficiencies in payments of the principal and the interest of the Bonds of the Series A3G. In no case will they be subject to the priority order stated in the previous section.
- b) In the event that on a Payment Date the Available Resources were not sufficient for the payment of any of the amounts mentioned in the above sections, the following rules will apply:
 - (i) The Available Resources of the Fund will be applied to the various concepts mentioned in the previous section, in accordance with the established priority order and pro rata of the amount due among those entitled to receive the payment.
 - (ii) The amounts that remain unpaid will rank, in the next Payment Date, in a position immediately previous to that of the specific concept itself.
 - (iii) The amounts due by the Fund and not paid on their respective Payment Dates will not accrue additional interest, save in the case of the amortisation of the principal of the Bonds, which will accrue the interest accrued by the Bonds in accordance with the provisions of section II.10.

- c) In the event that "la Caixa" needs to be substituted as Administrator of the portfolio, the remuneration of the new Administrator will be added to the ordinary expenses of the Fund, included in the first paragraph of the Payment Priority Order.
- d) In the event that in two consecutive Payment Dates, the total Outstanding Balance of the Assets more than 90 days in arrears is equal to or higher than 5% of the initial value of the Assigned Assets, payment of the interest on the Series C Bonds will be placed in the position immediately after that of the payment of the amortisation of the Class A Bonds. This down-ranking will be maintained until the full amortisation of the Series A3G and A3S Bonds.
- e) In the event that in two consecutive Payment Dates, the total Outstanding Balance of the Assets more than 90 days in arrears is equal or higher than 10.4% of the initial value of the Assigned Assets, payment of the interest on the Series B Bonds will be placed in the position immediately after that of the payment of the amortisation of the Series B. This down-ranking will be maintained until the full amortisation of the Series B Bonds.

Execution of the State Warrantee: In the event that on a Payment Date, and regardless of the mechanisms established for the protection of the rights of the holders of the Bonds, the Available Assets are not sufficient to cover the payment of the interest or the principal of the A3G Bonds, the Management Company will require to the General Directorate for the Treasury and Financial Policy (Dirección General del Tesoro y Política Financiera) that it pay to the Treasury Account of the Fund at the charge of the Warrantee referred to in section II.15.2 of this Prospectus, an amount equal to that not paid as interest or principal of the Series A3G Bonds.

Bearing into account that the amount to be received at the charge of the State Warrantee may not be available in the Treasury Account of the Fund on the Payment Date for which the said Warrantee is called for, payment of the interest of the A3G Bonds will be made by means of a withdrawal from the Liquidity Line constituted for that purpose.

As soon as the Fund receives the amount pertaining to the State Warrantee called for, the amount withdrawn from the Liquidity Line that will have served for interim payment of the interest of the A3G Bonds will be reimbursed, and the part corresponding to the principal will be reimbursed to the Fund and added to the Available Assets destined to the payment of the amount of unpaid principal of the A3G Bonds on the following Payment Date, but without being subject to the Payment Priority Order.

Remedies:

Remedies against the debtors of the Loans

The Fund, through the Management Company, will have as from the Assignment Date an executive action against the Assigned Debtors or those subject to obligations that default in their obligations of Payment of the Loans. In any event, and for the case of the Mortgage Transfer Certificates, the Management Company will be entitled, in the name of the Fund, to the exercise of all of the powers provided for in Article 66 of Royal Decree 685/1982, of March 17, by which certain aspects of Law 2/1981, of March 25 on regulation of the financial market, are further developed.

The Fund, as holder of the Loans, will have an executive action against the Assignor, provided always that the default in its obligations is not a consequence of the default in payment by the Assigned Debtor in which Loan the Fund participates. The Fund will have a declarative action against the Assignor for the default in its obligations established in the Prospectus and in the Contracts of the operation. Once extinguished the Loans, the Fund, through the Management Company, will retain the action against the Assignor until the total fulfilment of its obligations.

Neither the Fund nor the holders of the Bonds, nor the rest of creditors, will have any more remedies against the Assignor or against the Management Company respectively, than the action derived from the non-fulfilment of their respective functions and, therefore, never as a consequence of the existence of default in payments or anticipated amortisation.

Responsibility of the Management Company

The Management Company will be held responsible to the holders of the Bonds and the rest of creditors for all damages caused by the default in its obligations, as well as being subject to the supervision, inspection and, as the case may be, sanction regime by the National Securities Markets Commission.

In particular, the holders of the Bonds will have an action against the Management Company in the event of default in its obligations, which will need to be exercised by means of a the declaratory action (juicio declarativo) that is applicable by reason of the amount of the claim.

Remedies in the event of default in the payment of the Bonds issued against the Fund

The holders of the Bonds will not have a direct action against the Assigned Debtors as subject to the payment of the Loans that may have defaulted in their payment obligations, it being the Management Company, as the representative of the Fund that holds the Loans, the one entitled to the exercise of such action.

The holders of the Bonds will not have any action against the Fund or against the Management Company, in the event of default in the payment of the Bonds caused by the default in payment of a Loan by the corresponding Assigned Debtor.

The holders of the Bonds will not have any other remedies against the Management Company than the one action derived from the default in its obligations, and therefore, never as a consequence of the existence of default in the payments or anticipated amortisation of the Loans.

Liquidation and extinction of the Fund

Anticipated liquidation of the Fund

The Management Company, with prior communication to the CNMV, will be authorised to proceed to the anticipated liquidation (“Anticipated Liquidation”) of the Fund and with it the anticipated amortisation (“Anticipated Amortisation”) and extinction of the Fund on a Payment Date of the totality of the Bonds Issue in any of the following circumstances (“Circumstances of Anticipated Liquidation”), (i) When the amount of the Outstanding Balance of the Loans is less than ten (10) percent of the initial Outstanding Balance of the Loans on the date of formation of the Fund, in accordance with the authorisation established in article 5.3 of Law 19/1992, and always where the payment obligations derived from the Bonds of each Series can be attended to and cancelled in accordance with the Payment Priority Order, (ii) obligatorily, if the Assignor exercises the Right of Acquisition over the totality of the remaining Loans of the Fund in accordance with that foreseen by section IV.1.2.d). of this Prospectus, that will be exercisable in any moment after which the amount of the Outstanding Balance of the Loans is less than ten (10) percent of the initial capital of the Loans on the date of formation of the Fund and always where the payment obligations derived from the Bonds of each Series can be attended to and cancelled in accordance with the Payment Priority Order, (iii) when by reason of some event or circumstance outside and not concerning the development of the Fund itself, a substantial alteration is produced or the financial equilibrium required by article 5.6 of Law 19/1992 is permanently distorted. Included in this supposition those circumstances such as the existence of a modification in the laws or complementary normative developments, the establishment of retention obligations or other circumstances that could permanently effect the financial equilibrium of the Fund, (iv) obligatorily, in the supposition that the Management Company were declared in suspension of payments or bankrupt and having transpired the period that were established by regulation to that effect, or by its default, four (4) months, without having been designated a new Management Company, in accordance with that established in section III.3.2 of the present Prospectus (v) when there has transpired thirty (30) months from the date of the last due date of the loans, although there still be debit due pending collection.

Extinction of the Fund

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

- a) For the total amortisation of the Loans that make it up.
- b) For the total amortisation of the Bonds issued.
- c) For the finalisation of the process of Anticipated Liquidation contemplated by section III.8.1 of the present Prospectus.
- d) In any case, on the Legal Maturity Date established for the definitive amortisation of the Bonds.
- e) The Fund will also be extinguished by foreclosure of its formation in the case that the Rating Agencies fail to confirm as final before the commencement of the Subscription Period, the ratings provisionally assigned.

Nature of the present information:

This information bears the nature of Informative Prospectus to the effects of that established in Royal Decree 291/1992 and subsequent developing dispositions, and has been filed with the Official Registries of the National Securities Market Commission on date November 27, 2003.

The Management Company, GestiCaixa, S.G.T.F, S.A., which forms and administers the Fund, is responsible for the contents of the Prospectus (without prejudice to the responsibility assumed by the other intervening entities).

Registration of the Prospectus by the CNMV does not imply a recommendation to the subscription or purchase of the Bonds or any pronouncement in any way about the solvency of the Fund or the profitability of the securities issued or offered.

CHAPTER I
PERSONS ASSUMING RESPONSIBILITY FOR THE CONTENTS OF THE
PROSPECTUS AND SUPERVISING ORGANISMS OF THE SAME

I.1 Persons assuming responsibility for the contents of the Prospectus

I.1.1 Name, surnames, national identity document number or personal identity document and position or powers of attorney of the individual or individuals that, on behalf of the Management Company, assume responsibility for the contents of the Prospectus

Mr. Xavier Jaumandreu Patxot, of legal age, with N.I.D. number 37,655,595, acting in the name and in representation of GESTICAIXA, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A. (hereafter, "*GestiCaixa*" or the "*Management Company*") in his capacity as General Manger and by virtue of the agreement reached by the Board of Directors of the Management Company in its meeting of November 12, 2003, assumes the responsibility for the contents of the present Prospectus and confirms the truthfulness of its contents and that there are no omissions of relevant data nor those inducing to error.

GestiCaixa, has its registered office in Barcelona, Avenida Diagonal 621, with C.I.F.A-58481227. Likewise, it is the securitisation funds Management Company promoting FonCaixa FTPYME 1, Fondo de Titulización de Activos (hereafter, also, the "**Fund**") and will be charged with its administration and legal representation.

I.2 Supervising Organisms

The present Prospectus, that bears the nature of complete prospectus, of the Formation of the Fund and of the issue of the Securitisation Bonds (hereafter also the "**Bonds**"), has been filed with the official registries of the National Securities Market Commission ("**CNMV**") on date November 27, 2003.

The Formation of the Fund and the issue of the Bonds is made under the provisions of the Order of December 28, 2001, as amended by ECO Order/1064/2003 of April 29, on Covenants of the Promotion of Assets Securitisation to favour entrepreneurial financing (the "Order of December 28, 2001"), and are subject to the legal regime provided for by Royal Decree 926/1998, by Law 19/1992, of July 7, on the Legal Regime of Real Estate Investment Companies and Funds and on Mortgage Securitisation Funds ("**Law 19/1992**"), for anything not provided for by Royal Decree 926/1998, and in so far as it is applicable, by Law 24/1998, of July 28, on the Securities Markets (the "Securities Markets Law"), for issues referring to its supervision, inspection and sanction, and the rest of current legal and statutory dispositions that may be applicable from time to time.

Registration of the Prospectus by the National Securities Market Commission will not imply a recommendation to the subscription or purchase of the Bonds to which it refers, nor the pronouncement in any way as to the solvency of the Fund or the profitability or quality of the securities issued and offered.

I.3 Name, registered office and qualifications of the auditors that have verified the number, amount and characteristics or attributes of the assets being securitised through the Fund

Appendix 4 to the present Prospectus contains the Audit Report over a selection of loan operations of the portfolio of "la Caixa", that serves to illustrate the characteristics that the portfolio of loans of "la Caixa" that will be assigned to the Fund on its formation (the "Loans"), are likely to have. The Audit Report has been prepared by the auditing firm Deloitte & Touche España, S.L., registered in the Official Registry of Accounts Auditors with number S-0692 and with registered office in Madrid, calle Raimundo Fernández Villaverde número 65.

The mentioned Report has been produced using sampling techniques, which constitute a generally accepted method for the verification of the registries that an entity maintains in relation with 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 size of the sample and the reliability level chosen determine that to the inexistence of errors in the sample corresponds a maximum of errors inferred for the population, always different from zero, which in the case of the sampling here referred to is of 1%.

The eventual detection of new errors, the existence of which has been inferred but not detected by the auditors for the rest of the population not forming part of the sample, will be treated by means of the substitution of the affected Loans, in accordance with the provisions of section IV.1.

The Management Company discloses that all Loans pooled into Fondo de Titulización de Activos FonCaixa FTPYME 1, the characteristics of which are stated in section IV.4 of this Prospectus, form part of the portfolio to the audit report of which mention is made in this section.

In accordance with article 2, 2. a) of Royal Decree 926/1998, of May 14, the Assignor has contributed to the file for the registration by the CNMV, the necessary accreditation documents.

CHAPTER II
INFORMATION RELATING TO THE SECURITIES BEING ISSUED AGAINST THE ASSETS
SECURITISATION FUND

II.1 Information about requirements and prior agreements necessary for the formation of the Fund and about the securities being issued against it, as well as, also, about conditions for the acquisition by the fund of the assets that are the object of the securitisation procedure.

II.1.1 Agreements and legal requirements for the Bonds Issue.

a) Company Resolutions

Loans Assignment Agreement:

The Board of Directors of “la Caixa”, in its meeting held on July 24, 2003, agreed to authorise the assignment to the Fund of Loans granted by “la Caixa” derived from bi-lateral Loans granted to all kind of non-financial companies domiciled in Spain, being at least 80% of the outstanding balance of the same intended to finance small and medium companies, understanding as such those defined in accordance with the European Commission (Recommendation of April 3, 1996, or any provision that may substitute it).

Enclosed as Appendix 1 to this Prospectus is a photocopy of the Certification of the Minutes of the Board of Directors of “la Caixa”.

Formation of the Fund Agreement:

The Board of Directors of *Gesticaixa* in its meeting of November 12, 2003, agreed to:

- a) the formation of FONCAIXA FTPYME 1, FONDO DE TITULIZACIÓN DE ACTIVOS, under the Ministerial Order of December 28, 2001, and in accordance with the legal regime established by Royal Decree 926/1998 and in the Securities Market Law, and in the rest of the current legal dispositions and regulations that may be applicable from time to time.
- b) the acquisition by the Fund of loans assigned by “la Caixa”; and
- c) the issue of the Securitisation Bonds against the Fund..

Enclosed as Appendix 2 is a photocopy of the Certificate of the Minutes of the Board of Directors of the Management Company.

b) Covenants relating to the granting of the warrantee

In accordance with the provisions of the Second section of the Order of December 28, 2001, on September 29, 2003, the Management Company has signed a Standard Covenant for the collaboration with Ministry of Economy.

Also, in accordance with the provisions of the third article of the aforementioned Order, “la Caixa” has signed on September 29, 2003, the Master Agreement for the collaboration with the Ministry of Economy with the purpose of determining the loans susceptible for assignment to the Fund.

c) Verification and Registration by the CNMV

The formation of the Fund and the issue of the Bonds have as a prior requirement the registration with the CNMV. The present Informative Prospectus of formation of the Fund and issue of the Bonds has been filed with the official registries of the CNMV on date [.....].

d) Granting of the public deed of formation of the Fund

Once registration with the CNMV of the present Informative Prospectus has been effected, and within the following fifteen (15) Business Days, without having started the Subscription Period for the Bonds, the Management Company, together with “la Caixa”, will proceed to grant the deed of formation of FonCaixa FTPYME 1 FONDO DE TITULIZACIÓN DE ACTIVOS, and issue of the securitisation Bonds (the “**Deed of Formation**”), in the terms provided for in Royal Decree 926/1998.

Said Deed of Formation will be submitted to the CNMV for its incorporation to the public registries, prior to the start of the Subscription Period for the Bonds.

II.1.2 Information about the requirements and prior agreements for the admission to trading in the Stock Market or in the organized secondary market.

The Bonds issued against the Fund will be represented exclusively by book entries and the Deed of Formation will have the effects provided for in article 6 of the Securities Market Law. The Management Company will apply, in representation and for account of the Fund, immediately upon the granting of the Deed of Formation, for the inclusion of the issue in the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A (“Iberclear”), and once the disbursement of the Bonds has been made, for the inclusion of the present Bonds issue in AIAF Mercado de Renta Fija (“**AIAF**”), which is recognised as a secondary securities market of official character, in such a way that trading, compensation and liquidation of the Bonds is done in accordance with the operating rules established to that effect or that may be approved in the future by Iberclear and AIAF or any other entity that may substitute them. Definitive admission to quotation in AIAF is expected to happen no later than one month after the Disbursement Date.

The Management Company expressly states that it is aware of the requirements and conditions demanded for the admission, permanence and exclusion of the securities in AIAF, according with the current legislation and the requirements of its directing organisms, and the Fund, through its Management Company accepts to comply with them.

In the event that, once the indicated term has elapsed, admission to trading of the Bonds in AIAF did not come to take place, the Management Company will proceed to bring this fact to the immediate attention of the holders of the Bonds, as well as the causes that may have provoked the failure, by means of the extraordinary notification procedure provided for in section III.5 of the Prospectus. All of which without prejudice to the eventual contractual responsibility that, as the case may be, the Management Company may incur.

II.2 Administrative Authorisation prior to the issue.

No administrative authorisation for the issue of the Bonds is required other than the prior registration of the Prospectus by the CNMV.

The CNMV has not formulated any warning or recommendation as regards the formation of the Fund and the issue of the Bonds.

Registration of the Prospectus by the CNMV does not imply a recommendation for the subscription of the securities, nor any pronouncement in any sense about the solvency of the issuing entity or the profitability of the issue.

II.3 Evaluation of the risk inherent to the securities issued against the Fund, made by rating agencies recognised by the CNMV

The Management Company has arranged the evaluation of the credit risk of the Bonds with the rating agencies Moody’s and Fitch (hereafter, jointly, the “**Rating Agencies**”), rating agencies recognised by the CNMV, for the purposes of the provisions of article 2.3.b) Royal Decree 926/1998.

On date November 25, 2003, Moody's has assigned the provisional rating to each of the Series of Bonds that are here below indicated, and expects to grant the same final rating before the start of the Bonds Subscription Period.

Series of Bonds	Rating by Moody's
Series A1	Aaa
Series A2	Aaa
Series A3G	Aaa
Series A3S	Aaa
Series B	A2
Series C	Baa2

On date November 25, 2003, Fitch has assigned the provisional rating to each of the Series of Bonds that are here below indicated, and expects to grant the same final rating before the start of the Bonds Subscription Period.

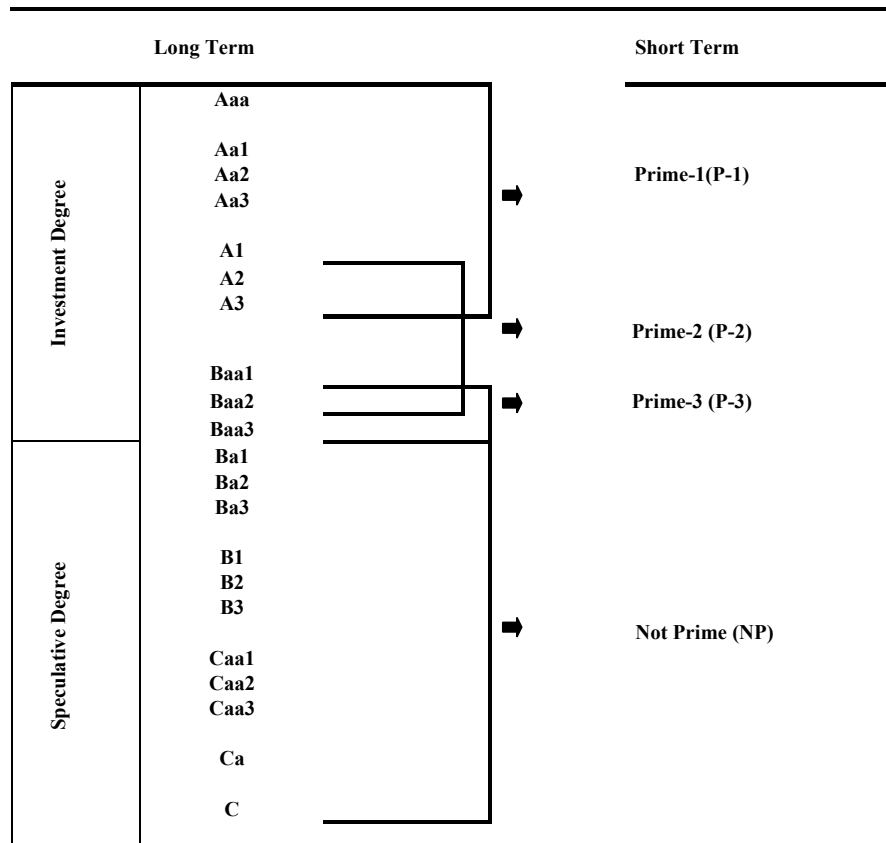
Series of Bonds	Rating by Fitch
Series A1	AAA
Series A2	AAA
Series A3G	AAA
Series A3S	AAA
Series B	A
Series C	BBB

In the event that the Rating Agencies did not confirm as final the provisional rating granted before the start of the Subscription Period, such circumstance would be immediately communicated to the CNMV and would be made public in the manner established in section III.5. Also, this circumstance would entail the termination of the Fund formation, of the Bonds issue and of the Assigned Assets assignment.

Within Appendix 5 to this Prospectus, is enclosed a copy of the letters of communication of the provisional ratings granted by Moody's and by Fitch.

Ratings granted by Moody's.

The rating scales used by Moody's for long term and short term debt issues are the following:



The following is a description of the meaning attributed by Moody's to the ratings for long term and short term used in the present Informative Prospectus.

Long Term

Aaa Bonds rated as "Aaa" are considered as having the best possible quality. They entail the lowest investment risk and are generally denominated as "maximum guarantee". Payment of the interest is guaranteed by a margin that is either wide or exceptionally stable and the principal is safe.

A Bonds rated as "A" have many favourable attributes for the investment and are considered as "medium-high degree" obligations, and their eventual payment capacity is strong. The factors that grant security to the principal and to the interest payments are considered adequate, but there may be other elements present that indicate susceptibility for future weakening.

Baa Bonds rated as "Baa" are considered as "medium degree" bonds. The security regarding the payment of interest and principal is adequate at present but certain protection elements may be missing or may not be very reliable at very long term. This type of bonds lacks outstanding investment attributes and, in fact, they also have speculative characteristics.

Short Term

P-1 Excellent capacity to face the payment of short term obligations.

Moody's applies the numeric modifiers 1, 2 and 3 to each long term rating category ranking from Aa to Caa, both inclusive. Modifier 1 indicates values in the higher range of the rating category, modifier 2 indicates medium range and modifier 3 indicates values in the lower range.

Ratings granted by Fitch.

The rating scales used by Fitch for long term and short term debt issues are the following:

Long term	Short term
AAA AA+ AA	F1+
AA- A+ A	F1
A-	F2
BBB+ BBB BBB-	F3
BB+ BB BB- B+ B B-	B
CCC+ CCC CCC- CC C	C
DDD DD D	D

The following is a description of the meaning attributed by Fitch to the ratings for long term and short term used in the present Informative Prospectus.

Long Term

AAA Maximum credit quality. "AAA" ratings indicate the lowest risk expectation. They are only granted in the cases where there exists an exceptionally strong capacity to eventually face the reimbursement of principal and interest of the financial obligations. It is highly unlikely that this capacity would be adversely affected by foreseeable events.

A High credit quality. "A" ratings indicate a low risk expectation. The capacity to eventually face the reimbursement of principal and interest is strong. Notwithstanding, this capacity may be more vulnerable to changes in the circumstances and economic conditions in comparison to the higher ratings.

BBB Good credit quality. “BBB” ratings indicate that there exists a low risk expectation. The capacity to eventually face the reimbursement of principal and interest is adequate, although adverse changes in economic circumstances and conditions may affect this capacity. It is the lowest rating within the “investment degree” category.

Short Term

F1 Maximum credit quality. Indicates the strongest capacity to eventually face the reimbursement of principal and interest of the financial obligations. A “+” may be added to indicate an exceptionally strong credit characteristic.

Fitch may add “+” or “-” to a rating to indicate a relative position within the rating categories. However, they cannot be added to long term rating category “AAA”, to categories lower than “CCC” or to ratings for short term other than F1.

Considerations about the ratings

The rating is the opinion of the Rating Agencies about the credit risk level, of the capacity of the Fund to duly meet the payment of the interest on each established Payment Date and the payment of the principal of the issue during the life of the operation and, in any event, prior to or on the Statutory Maturity Date. The rating takes into account the structure of the Bonds issue, the legal aspects of the same and those of the issuing Fund, the characteristics of the loans selected for their assignment to the Fund and the regularity and continuity of the flows of the operation.

The ratings by the Rating Agencies do not constitute an evaluation of the probability that the debtors should make advanced principal reimbursements, or with regard to the extent such advanced reimbursements may differ from that originally anticipated. The ratings do not constitute, in any way, an evaluation as to the actuarial performance.

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

- i) are formulated by the Rating Agencies based on numerous information received by them, and about which they do not guarantee their exactitude, nor that they are complete, and therefore the Rating Agencies can in no way be held responsible for the same; and,
- ii) they do not constitute and, therefore, in no way could they be interpreted as, an invitation, recommendation or provocation directed to investors so that they proceed to carry out any operation over the Bonds and, in particular, to acquire, keep, burden or sell said Bonds.

The final rating granted can be revised, suspended or retired at any time by the Rating Agencies, by reason of any information that comes to their knowledge. Such situations, which will not constitute events of anticipated liquidation of the Fund, will be immediately brought to the knowledge of both the CNMV and the holders of the Bonds, in accordance with the provisions of section III.5.3.

In order to carry out the rating and follow up procedure, the Rating Agencies trust in the exactitude and complete nature of the information provided by “la Caixa”, the Management Company, the auditors, the lawyers and other experts.

Undertakings by the Management Company

The Management Company, representing the Fund, undertakes to provide the Rating Agencies with periodical information about the situation of the Fund and the behaviour of the Assigned Assets. It will also

provide such information when it may be reasonably requested to do so and, in any event, when there exists a change in the conditions of the Fund .

II.4 Nature and denomination of the securities offered indicating the series or issue number.

The total face value of the issue of Securitisation Bonds (the “**Bonds Issue**” or generically the “**Bonds**”) is six-hundred-million (600,000,000) euro, and is formed by 6,000 Bonds grouped into three Classes composed by six Series of Bonds as detailed in section II.6 below.

	Nbr. Bonds	Face Value	Moody’s/Fitch	Warrantee
Series A1	1,850	185,000,000	Aaa/AAA	No
Series A2	899	89,900,000	Aaa/AAA	No
Series A3G	2,235	223,500,000	Aaa/AAA	Yes
Series A3S	560	56,000,000	Aaa/AAA	No
Series B	378	37,800,000	A2/A	No
Series C	78	7,800,000	Baa2/BBB	No
Total	6,000	600,000,000		

Bonds of the B Series rank behind the Bonds of the Series A1, A2, A3G and A3S for the reimbursement of principal and interest in accordance with the provisions of the Payment Priority established in section V.4.2.1 of the present Prospectus.

In turn, Bonds of the Series C rank behind the Bonds of the rest of Series for the reimbursement of principal and interest, in accordance with the provisions of Payment Priority established in section V.4.2.1 of the present Prospectus.

The subscription or possession of Bonds of one of the Series does not imply subscription or possession of Bonds of other Series.

II.4.1 Legal regime of the securities, specifying the procedures that guarantee the certainty and effectiveness of the rights of their first holder and those of the subsequent holders. Implications produced over the financial service of each of the series of the securities issued at the charge of the Fund by the necessary relation between the calendar for the payments of principal and interest of the said securities and the flows of income and expenses derived from the assets being securitised through the Fund

The formation of the Fund and the Bonds issued against it are made subject to Royal Decree 926/1998, and to Law 19/1992 for those issues not provided for by Royal Decree 926/1998 and as far as it may be applicable.

The Bonds have the juridical nature of negotiable fixed-income securities with explicit return, being subject therefore, to the regime established by the Securities Market Law.

As provided for in section II.5 of this chapter, the Bonds will be represented by book entries. Holders of the Bonds will be identified as such according to the accounting registry kept by Iberclear or any other entity that may substitute it, the corresponding participating entity being entitled to issue the Legitimacy Certificates upon request of the holders of the Bonds and to their cost, being of application to these effects the provisions of the Securities Market Law and those in the fourth section of Chapter I, of Title I, of Royal Decree 116/1992, of February 14, on representation of securities by book entries and compensation and liquidation of stock market operations (“Royal Decree 116/1992”)

The Bonds may be freely transmitted by any means admitted under the Law and in accordance with the rules of the market in which they are quoted. Title over each Bond will be transmitted by accounting transfer. Inscription of the transfer in favour of the purchaser in the accounting registry will have the same effects as the handing over of the titles, and, as from the moment of the transmission onwards, will be exceptionable

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 registry, is entitled to transfer them, will not be subject to replevy, except in the case where such third party may have acted in bad faith or tortuously. Holders of the Bonds are subject, with regard to the payment of interest and reimbursement of principal, to the Payment Priority Order of the Fund, contained in section V.4.2.1 of this Prospectus.

With the aim of mitigating the risk of profitability loss of the Fund due to the temporary gaps between the deposits to the Fund of principal and interest of the Assigned Assets with differing periodicities, and the amortisation and interest payments of the Bonds, the Management Company, representing the Fund, will sign:

- (i) a Guaranteed Interest Rate Deposit Contract (Treasury Account) with “la Caixa”, by which, among others, the amounts received by the Fund derived from the Assigned Assets, both as amortisation of principal and as payment of interest, will be invested,
- (ii) a Guaranteed Interest Rate Deposit Contract (Amortisation Account) with “la Caixa”, by which the amounts contributed to the Fund for the Amortisation of Principal will be invested and accumulated on each Payment Date,
- (iii) an Interest Swap Contract with “la Caixa”, by virtue of which “la Caixa” will make payments to the Fund calculated upon the basis of the interest rate for the Bonds and the Fund to “la Caixa”, taking as a reference the interest rate of the assigned Assets.

In addition, the Fund has at its disposal other risk-protection financial operations that cover, up to a limit, the risk of insufficiency of resources of the Fund to attend the financial service of the Bonds and that have been considered sufficient by the Rating Agencies in order to assign to each of the Series of Bonds the rating indicated in section II.3 of the present Prospectus.

II.4.2 Other risks and implications that, due to the legal and economic nature of the assets grouped into the Fund, may affect the financial service of the securities issued at the charge of the Fund as a consequence of the procedure for the securitisation of the said assets

a) Risk of non-payment of the Assigned Assets.

The holders of the Bonds will run the risk of non-payment of the Assigned Assets pooled into the Fund once the limited protection provided by the Participative Loan described in section V.3.3 of this Prospectus has been totally used up, and to the degree of subordination of the different Series of Bonds derived from the place they occupy in the Payment Priority Order of the Fund.

However, said risk of non-payment is secured for the holders of the Bonds of the series secured by the State Warrantee described in section II.15.2 of the present Prospectus.

“la Caixa” as Assignor, in accordance with article 348 of the Commercial Code, will not assume any responsibility for the non-payment by the Assigned Debtors, whether of the principal or of the interest or any other amount that they may be obliged to pay by virtue of the Assigned Assets, and it does not assume the efficacy of the accessory guarantees to the same. Neither will it assume, in any other way, responsibility directly or indirectly in securing the success of the operation, nor will it grant any guarantees of any kind, or conclude re-purchase agreements for the Assigned Assets, without prejudice to the provisions of section IV.1.2.c) regarding Assigned Assets that may not conform with the declarations contained in section IV.1.1 of the present Prospectus or to the specific characteristics of the Assigned Assets that “la Caixa” had communicated to the Management Company, and of the provisions of section IV.1.2.d) with regard to the Acquisition Right over the entire remaining Assigned Assets in certain cases.

The Bonds issued by the Fund do not represent or constitute any obligation for “la Caixa” or for the Management Company. With the exception of the State Warrantee, there are no other guarantees granted by any private or public entities, including “la Caixa”, the Management Company, or any company affiliated with or participated by any of the foregoing.

b) Risk of early amortisation of the Assigned Assets

The Assigned Assets grouped into the Fund will be amortised in advance when the Assigned Debtors prepay, in the terms provided in each of the deeds and contracts of the said Assigned Assets, the outstanding balance of the principal thereof.

The risk that the early amortisation would entail will be transferred, under certain circumstances, quarterly, on each Payment Date, to the holders of the Bonds, by means of the partial amortisation of the same, in accordance with the provisions of section II.11.3.1.8 of the present Prospectus.

c) Limited Liquidity Risk

There is no guarantee that a trading for the Bonds will ever occur in the market with a minimum frequency or volume.

There is no obligation by any entity to participate in secondary trading, providing liquidity to the Bonds by offering a consideration.

Also in no case will the Fund be entitled to buy back the Bonds from the holders of the same, although they can be redeemed in advance in full in the event of Anticipated Liquidation of the Fund, in the cases and in the terms established in section III.8 of this Prospectus

d) Yield

The calculation of the internal rate of return, the average life and the duration of the Bonds is subject, among other things, to hypothesis of advanced amortisation of the Assigned Assets that may not prove true, and to the future interest rates of the market, given the floating character of the nominal interest rate.

e) Default interest

In no event will the existence of delays in the payment of the interest or in the reimbursement of the principal to the holders of the Bonds give rise to the accrual of default interest in their favour.

II.5 Form of representation, denomination and registered office of the entity in charge of the accounting registry.

The Bonds issued against the assets of Fund will be represented exclusively by book entries, and will be constituted as such by virtue of their registration in the corresponding accounting registry. To this end, it is hereby stated that the deed of Formation will have the effects provided for by article 6 of the Securities Market Law.

Iberclear will be designated as entity in charge of the accounting registry of the Bonds in the Deed of Formation so that compensation and liquidation is done in accordance with the operating rules that, regarding securities admitted to trading in AIAF and represented by book entries, are established or may be approved in the future by Iberclear or any other entity that may substitute it. The holders of the Bonds will be identified as such as a result of the accounting registry kept by the entities participating in Iberclear. Such designation will be registered in the official registries of the CNMV.

Iberclear has its registered office in Madrid, calle Pedro Texeira, 8.

II.6 Face value of the securities issued at the charge of the Fund, number of securities it comprises and numbering of the same, if applicable, discriminating among the different series comprised by it.

The total face value of the Bonds Issue is six-hundred million (600,000,000) euro, constituted by 6,000 Bonds represented by account entries and grouped into three Classes composed by six Series of Bonds, distributed as follows:

- a) Class A composed by four Series for a total face value of five-hundred-and-fifty-four-million-four hundred-thousand (554,400,000) euro (hereafter also the “**Class A Bonds**”).
 - i) Series A1, for a total face value of one-hundred-eighty-five-million (185,000,000) euro integrated by one-thousand-eight-hundred-fifty (1,850) Bonds with a face value of one-hundred-thousand (100,000) euro each (hereafter also the “**Series A1 Bonds**”).
 - ii) Series A2, for a total face value of eighty-nine-million-ninety-hundred-thousand (9,900,000) euro integrated by eight-hundred-ninety-nine (899) Bonds with a face value of one-hundred-thousand (100,000) euro each (hereafter also the “**Series A2 Bonds**”).
 - iii) Series A3G, for a total face value of two-hundred-twenty-three-million-five-hundred-thousand (223,500,000) euro integrated by two-thousand-two-hundred-thirty-five (2,235) Bonds with a face value of one-hundred-thousand (100,000) euro each (hereafter also the “**Series A3G Bonds**”).
 - iv) Series A3S, for a total face value of fifty-six-million (56.000.000) euro integrated by five-hundred-sixty (560) Bonds with a face value of one-hundred-thousand (100,000) euro each (hereafter also the “**Series A3S Bonds**”).
- b) Class B composed by one Series B, for a total face value of thirty-seven-million-eight-hundred-thousand (37.800.000) euro integrated by three-hundred-seventy-eight (378) Bonds with a face value of one-hundred-thousand (100,000) euro each (hereafter also the “**Series B Bonds**”).
- c) Class C composed by one Series C, for a total face value of seven-million-eight-hundred-thousand (7.800.000) euro integrated by seventy-eight (78) Bonds with a face value of one-hundred-thousand (100,000) euro each (hereafter also the “**Series C Bonds**”).

The holding or subscription of Bonds of one of the Series does not imply holding or subscription of Bonds of the other Series.

II.7 Face value and effective value of each security, indicating, where applicable, the issue fee expressed as a proportion of the face value and in monetary units per security. Currency in which each of the series of the securities issued at the charge of the Fund is expressed.

The face value of each Bond of all Series is one-hundred-thousand (100,000) euro per Bond. The Bonds are issued at one-hundred (100) percent of their face value. As a consequence, the effective value to be paid by a subscriber for each Bond will be the face value thereof. The issue price to be received by the Management Company, in the name and for the account of the Fund, will be the effective price paid by the subscriber.

All Bonds are denominated in euro.

II.8 Fees and related expenses of all kind that must be borne by the subscribers upon subscription of the securities issued against the Fund.

The price of the Bonds will be free of taxes and subscription expenses for the subscriber. The Fund, as issuer of the Bonds, will not make any charge under any concept to the investor for the subscription of the Bonds.

II.9 Mention, if applicable, to the existence, should that be the case, of fees chargeable to the holders of the securities issued against the Fund, necessarily represented by account entries, regarding inscription and balance maintenance.

The expenses of inclusion of the Bond Issue in the accounting registry of Iberclear, will be borne by the Fund, and will not be passed onto the holders of the Bonds. Iberclear has no fees established with regard to maintenance of balances.

However, the entities participating in Iberclear may establish, in accordance with the current legislation, the fees and expenses, chargeable to the holder of the Bonds for the administration of securities, that they may freely determine, and that from time to time they communicate to the Bank of Spain (Banco de España) and/or to the CNMV as supervisory organisms of the same.

II.10 Interest rate clause

II.10.1 Nominal Interest Rate

All Series of the Bonds will accrue a yearly nominal interest rate, varying quarterly and payable each quarter, that will be the rate resulting from the application of the criteria established below. Said resulting annual interest rate (hereinafter the “Nominal Interest Rate”) will be paid by completed quarters on each Payment Date, on the Outstanding Balance of the Principal of the Bonds of each Series, provided always that the Fund has sufficient liquidity in accordance with the Payment Priority Order laid down in section V.4.2.1 of this Prospectus.

Withholding tax retentions, payments on account and taxes current or that may be established in the future on the principal, the interest or the return of the Bonds, will be borne exclusively by the holders of the Bonds and the amount thereof will be deducted by the Management Company, if applicable, in the name and for the account of the Fund, in the legally established manner.

a) Accrual of interest

The duration of the present issue will be divided in successive periods of time (jointly the “Interest Accrual Periods”, and each of them an “Interest Accrual Period”) comprising the effective dates elapsed between each Payment Date, including in each Interest Accrual Period the initial Payment Date and excluding the final Payment Date. As an exception, the first Interest Accrual Period shall have a duration equivalent to the days elapsed between the Disbursement Date, that is December 4, 2003 (included) and the first Payment Date on March 15, 2004, excluded, calculated upon the basis of a 360-day-year.

b) Nominal interest rate

The Nominal Interest Rate applicable to each Series of the Bonds and determined for each Interest Accrual Period will be the resulting from adding together:

- (i) the Reference Interest Rate, as established in section c) below; and
- (ii) the following margins for each of the Series:

Series A1:	margin of 0.20%
Series A2:	margin of 0.22%
Series A3G:	margin of -0.0618%.
Series A3S:	margin of 0.25%.
Series B:	margin of 0.60%.
Series C:	margin of 1.50%.

The margin applicable to the Bonds of each Series will be made public before the Disbursement Date by means of the announcement provided for in section III.5.3

The resulting Nominal Interest Rate will be expressed to four (4) decimal positions.

c) Reference Interest Rate and its determination

The Reference Interest Rate for the determination of the Nominal Interest Rate applicable to each of the Series of Bonds is the following (the “**Reference Interest Rate**”):

i) The Euribor rate, “Euro InterBank Offered Rate”, calculated and distributed by the financial information system BRIDGE under the instructions of FBE (“Federation Bancaire de l’Union Européenne”) for three (3), months of maturity, save for the first Interest Accrual Period, fixed at 11:00 hours in the morning (CET “Central European Time”) of the Interest Rate Fixing Date, described below, currently published in the electronic pages EURIBOR01, supplied by Reuters and 248, supplied by Dow Jones Markets (Bridge Telerate) or any other page that may substitute them in these services.

As an exception, for the first Interest Accrual Period the Reference Interest Rate will be the Euribor rate for four (4) months of maturity taking into account the number of days of the first Interest Accrual Period, and will be fixed on the second Business Day prior to the Disbursement Date.

The Euribor rate is currently the offered rate for inter bank time deposits denominated in euro calculated as the daily average of the quotations provided by a panel of 57 Banks, among the most active in the Euro zone. The rate is quoted based on the calculation of the calendar days to maturity and a 360-day year and is fixed at 11:00 hours in the morning (CET), being expressed to three (3) decimal positions.

ii) In the event of absence of or impossibility of obtaining the rate established in section (i) above, the substitute Reference Interest Rate will be the resulting from calculating the simple arithmetic average of the inter bank interest rates offered for non-transferable deposit operations denominated in euro for three months of maturity, on the Interest Rate Fixing Date, declared by the banking entities listed below, prior simultaneous request to each of them:

- Bankinter, S.A;
- Caja de Ahorros de Madrid;
- Deutsche Bank, S.A.E.

In the event that the substitute Reference Interest Rate above cannot be applied, by reason of any of the said Reference Entities not supplying quotation declarations, the interest rate resulting from calculating the simple arithmetic average of the rates declared by at least two of the remaining entities will be applied.

iii) In the absence or impossibility of obtaining the rates established in sections (i) and (ii) above, the last Reference Interest Rate applied for the last Interest Accrual Period will be applied, and so on for successive Interest Accrual Periods for as long as said situation continues.

The Management Company shall keep the listings of the contents of the Reuters or Bridge Telerate screens or, if applicable, of the quotations declarations of the banking entities as accreditation documents of the Reference Interest Rate determined.

d) Interest Rate Fixing Date

The Nominal Interest Rate applicable to the Bonds of all Series for each Interest Accrual Period will be determined by the Management Company, in representation and for the account of the Fund, at 11:00 hours (CET) of the second (2nd) Business Day prior to each Payment Date according to the TARGET (“Trans European Automated Real-Time Gross Settlement Express Transfer System”) calendar, except for those days that, being business days in accordance with the TARGET calendar, were not Business Days according to the definition indicated below, in which case shall be the next Business Day (hereinafter “Interest Rate Fixing Date”) and will apply for the next Interest Accrual Period.

For the purposes of the Bonds issue, and for the whole duration thereof, it will be deemed to be “Business Days” all those that are not:

- Saturday;
- Sunday;
- non-working days in Barcelona and Madrid
- non-working days in the TARGET calendar;

The Nominal Interest Rate of the Bonds of all Series for the first Interest Accrual Period will be determined in the manner provided for in section c) above, based on the Reference Interest Rate indicated in the said section existing at 11:00 hours (CET) of the second (2nd) Business Day prior to the Disbursement Date and shall be made public before the Disbursement Date by means of the announcement as provided for in section III.5.2 of the Prospectus.

The Nominal Interest Rates determined for each Series of Bonds for the successive Interest Accrual Periods will be communicated to the holders of the Bonds in the time and manner provided for in section III.5.2.

e) Formula for the calculation of the interest

The calculation for the liquidation of interest corresponding to each Series, to be paid on each Payment Date for each Interest Accrual Period, will be made for each Series according to the following formula:

$$I = P \times (R/100) \times (d/360)$$

Where:

- I = Interest to be paid on a specific Payment Date, rounded up to the nearest eurocent, to the higher in cases of equidistance.*
- P = Outstanding Balance of the Principal of the Bonds of the Series at the start of the Interest Accrual Period corresponding to said Payment Date.*
- R = Nominal Interest Rate of the Series expressed as an annual percentage.*
- d = Effective number of days corresponding to each Interest Accrual Period.*

f) Practical case for the fixing of the Nominal Interest Rate

In accordance with the dispositions of this section and in order to facilitate the comprehension by the subscriber of the system for the fixing of the Nominal Interest Rate and of the amount of the interest payable to each Bond of each Series on each Payment Date, the following reflects the calculation manner of the same. The calculation has been made taking, as an example, the following values: (i) an Euribor rate for three (3) months of 2.171% (coincident with the Euribor rate for three (3) months fixed and published on November 13, 2003), (ii) the margin applicable to the Bonds in accordance with section II.10.1 b) (that is, 0.20%, 0.22%, -0.0618%, 0.25%, 0.60% and 1.50% respectively) and (iii) an Interest Accrual Period of 90 days.

(i) Interest payable to each Bond of the Series A1

- Euribor for 3 months rate: 2.171%
- Margin: 0.20%
- Amount of interest per Bond:

Interest Accrual Period per Bond: 90 days
Outstanding Balance of Principal of the Bond: 100,000 euro
Calculation of the interest accrued per Bond:

$$100,000 \times (2.371\%/100) \times (90/360) = 592.75 \text{ euro}$$

The amount of the interest payable per each Bond of the Series A1 would be 592.75 euro over an Outstanding Balance of Principal of the Bond of 100,000 euro.

(ii) Interest payable to each Bond of the Series A2

- Euribor for 3 months rate: 2.171%
- Margin: 0.22%
- Amount of interest per Bond:

Interest Accrual Period per Bond: 90 days
Outstanding Balance of Principal of the Bond: 100,000 euro
Calculation of the interest accrued per Bond:

$$100,000 \times (2.391\%/100) \times (90/360) = 597.75 \text{ euro}$$

The amount of the interest payable per each Bond of the Series A2 would be 597.75 euro over an Outstanding Balance of Principal of the Bond of 100,000 euro.

(iii) Interest payable to each Bond of the Series A3G

- Euribor for 3 months rate: 2.171%
- Margin: -0.0618%
- Amount of interest per Bond:

Interest Accrual Period per Bond: 90 days
Outstanding Balance of Principal of the Bond: 100,000 euro
Calculation of the interest accrued per Bond:

$$100,000 \times (2.109\%/100) \times (90/360) = 527.30 \text{ euro}$$

The amount of the interest payable per each Bond of the Series A3G would be 527.30 euro over an Outstanding Balance of Principal of the Bond of 100,000 euro.

(iv) Interest payable to each Bond of the Series A3S

- Euribor for 3 months rate: 2.171%
- Margin: 0.25%
- Amount of interest per Bond:

Interest Accrual Period per Bond: 90 days
Outstanding Balance of Principal of the Bond: 100,000 euro.
Calculation of the interest accrued per Bond:

$$100,000 \times (2.421\%/100) \times (90/360) = 605.25 \text{ euros}$$

The amount of the interest payable per each Bond of the Series A3S would be 605.25 euro over an Outstanding Balance of Principal of the Bond of 100,000 euro.

(v) Interest payable to each Bond of the Series B

- Euribor for 3 months rate: 2.171%
- Margin: 0.60%
- Amount of interest per Bond:

Interest Accrual Period per Bond: 90 days
Outstanding Balance of Principal of the Bond: 100,000 euro
Calculation of the interest accrued per Bond:

$$100,000 \times (2.771\%/100) \times (90/360) = 692.75 \text{ euro}$$

The amount of the interest payable per each Bond of the Series B would be 692.75 euro over an Outstanding Balance of Principal of the Bond of 100,000 euro.

(vi) Interest payable to each Bond of the Series C

- Euribor for 3 months rate: 2.171%
- Margin: 1.50%
- Amount of interest per Bond:

Interest Accrual Period per Bond: 90 days
 Outstanding Balance of Principal of the Bond: 100,000 euro
 Calculation of the interest accrued per Bond:

$$100,000 \times (3.671\%/100) \times (90/360) = 917.75 \text{ euro}$$

The amount of the interest payable per each Bond of the Series C would be 917.75 euro over an Outstanding Balance of Principal of the Bond of 100,000 euro.

g) Informative table on the evolution of the reference interest rate to be used

For merely informative purposes, data are provide below about the Euribor rates for three (3) months published on certain dates within the last three years in the EURIBOR01 electronic page provided by Reuters, as well as the Euribor rate for four (4) months on the indicated date (the Euribor rate for four (4) months, fixed in accordance with the provisions of section b) above, will be used for the calculation of the Nominal Interest Rate for the first Interest Accrual Period) (source: Bloomberg).

Fixing Dates	EURIBOR 3 months
13/09/1999	2.6930%
13/12/1999	3.4550%
13/03/2000	3.7790%
13/06/2000	4.5480%
13/09/2000	4.8460%
13/12/2000	4.9660%
13/03/2001	4.7830%
13/06/2001	4.4700%
13/09/2001	4.1650%
13/12/2001	3.3420%
13/03/2002	3.3740%
13/06/2002	3.4700%
12/09/2002	3.3150%
12/12/2002	2.9300%
13/03/2003	2.5450%
12/06/2003	2.1240%
10/09/2003	2.1520%
13/11/2003	2.1710%

Fixing Date	EURIBOR 4 months
13/11/2003	2.1910%

II.10.2 Ranking that on the payment priority order of the Fund have the payments of interest of the securities issued against it, and precise indication of the section and pages of this Prospectus where the priority rules established on the payments of the Fund are described, and specifically those affecting the payments of interest of the said securities

The Payment of interest accrued by the Series A1, A2, A3G and A3S occupy the 3rd and 4th place in the Payment Priority Order established in section V.4.2.1 of the present Prospectus.

The Payment of interest accrued by the Series B occupies the 5th place in the Payment Priority Order established in section V.4.2.1 of the present Prospectus, except in case of down-ranking of the same, as detailed in section V.4.2.2 of the present Prospectus.

The Payment of interest accrued by the Series C occupies the 6th place in the Payment Priority Order established in section V.4.2.1 of the present Prospectus, except in case of down-ranking of the same, as detailed in section V.4.2.2 of the present Prospectus.

II.10.3. Dates, place, entities and procedure for the payment of the interest

The interest of the Bonds of all Series will be paid, for completed quarters, on dates March 15, June 15, September 15 and December 15, of each year, until the full redemption thereof (each of these dates being a “**Date of Payment**”) according to the conditions fixed in section II.10.1. of the present Prospectus.

In the event that any of the dates established in the above paragraph were not a Business Day, the Business Day immediately following shall be the Payment Date, the interest corresponding to the concerned Interest Accrual Period, being accrued until said first Business Day, not inclusive.

The first interest Payment Date for the Bonds of all Series will be March 15, 2004, the interest being accrued at the corresponding Nominal Interest Rate from the Disbursement Date, inclusive, up to March 15, 2004, not inclusive.

Both the interest payable to the holders of the Bonds of each Series, and the amount of the interest accrued and not paid, will be communicated to them in the manner described in section III.5.2 of the present Prospectus at least one (1) calendar day before each Payment Date.

The payment of the interest accrued by the Bonds will take place on each Payment Date provided always that the Fund has sufficient liquidity, in accordance with the Payment Priority order.

In the event that on a Payment Date the Fund could not meet the total or partial payment of the interest accrued by the Bonds of any of the Series, in accordance with the corresponding Payment Priority Order established, the amounts that the holders of the Bonds have not received (not including the amounts disposed of at the charge of the State Warrantee to cover the payment of interest for the secured Series Bonds) will be accumulated on the next Payment Date with the interest of the same Series, that in such a case, is payable at that Payment Date, being paid in accordance with the Payment Priority Order, and applied by maturity ranking in the event that again it was not possible to pay them in full due to insufficiency of Available Funds, with the exception of that provided for in section II.15.2 for the payment of the interest on the Secured Series. The delayed interest amounts shall not accrue any interest whatsoever in favour of the holders.

The Fund, through its Management Company, shall not be entitled to defer the interest payments of the Bonds after September 15, 2036, the Statutory Maturity Date of the Bonds or, should it not be a Business Day, the following Business Day.

The financial service of the Bonds issue is carried out through the Paying Agent, for which purpose the Management Company, in representation and for the account of the Fund, will sign a Paying Agency Contract with “la Caixa”.

For the purpose of facilitating the understanding by the subscriber of the system for the fixing of the Nominal Interest Rate applicable and the amount of the interest payable per each Bond on each Payment Date, a practical case is included in section II.12 of the Prospectus, as an example, as well as the Technical Tables of the financial service of the loan.

II.11. Amortisation of the securities

II.11.1. Redemption price, specifying the existence of fees, prices, lots or any other financial advantage.

The redemption price for the Bonds of each of the Series will be one-hundred-thousand (100,000) euro per bond, equivalent to one-hundred (100) percent of their face value free of taxes and any other expenses to the holder of the Bond, payable in the manner established in section II.11.3 of this Chapter.

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

II.11.2. Position that the payment of the principal of the securities issued against the Fund have in the payment priority of the same, and precise indication of the section and pages of this Prospectus where the priority rules established for the payments of the Fund are established, and in particular those affecting the payments of the principal of the said securities.

Withholding on the amounts required for the Contribution to the Fund for Amortisation of the Principal is placed in the 7th place in the application of the Available Funds of the Payment Priority Order established in section V.4.2.1 of the present Prospectus.

In turn, payment of the amortisation of the principal of the Series A1 and A2 Bonds is placed in the 7th place of the Payment Priority Order established in section V.4.2.1 of the present Prospectus.

Likewise, payment of the amortisation of the principal of the Series A3G and A3S Bonds are placed in 8th and 9th places in the Payment Priority Order established in section V.4.2.1 of the present Prospectus.

Likewise, payment of the amortisation of the principal of the Series B Bonds is placed in 10th place in the Payment Priority Order established in section V.4.2.1 of the present Prospectus, except where deferral of the same, as detailed in section V.4.2.2 of the present Prospectus.

Likewise, payment of the amortisation of the principal of the Series C Bonds is placed in 11th place in the Payment Priority Order established in section V.4.2.1 of the present Prospectus, except where deferral of the same, as detailed in section V.4.2.2 of the present Prospectus.

II.11.3. Forms of amortisation, specifying dates, place, entities, procedure and publicity of the same.

II.11.3.1. Common rules for the amortisation of the Bonds of each Series.

II.11.3.1.1 Determination Dates.

Will be those corresponding to the fourth Business Day prior to the Payment Dates, on which the Management Company in the name of the Fund will make the necessary calculations in order to distribute or withhold the Available Funds and the Available Funds for Amortisation that the Fund will have on each corresponding Payment Date according to the Payment Priority Order.

The Determination Periods will be the periods comprised between two Determination Dates, including the first of them and excluding the second.

As an exception, the first Determination Period will be the one comprised between the Disbursement Date of the Fund, included, and the first Determination Dates, excluded, that is, March 9, 2004.

II.11.3.1.2 Available Funds for Amortisation.

On each Payment Date, the amount to be destined to the amortisation of the Bonds or, if applicable, to the Contribution to the Fund for Amortisation of the Principal (“Available Funds for Amortisation”) will be equal to the smallest of the following amounts at the previous Determination Date: (i) the Available Funds once covered the six (6) first concepts of the Payment Priority Order, (except if the interest of the Series C is deferred, in which case it would be once the five (5) first concepts of the Payment Priority Order were covered or that the interest of Series B and C is deferred, in which case it would be once the four (4) first concepts of the Payment Priority Order were covered) and (ii) the Amount Matured for Total Amortisation.

The Funds Available for Amortisation will be distributed in accordance to the following rules:

- a) Payment of the Accrued Amount to the Amortisation of the Bonds of the Series A1
- b) Payment of the Accrued Amount to the Amortisation of the Bonds of the Series A2
- c) Payment of the Accrued Amount to the Amortisation of the Bonds of the Series A3S not Paid on the Prior Payment Dates and payment of the Accrued Amount to the Debt with the State for the Execution of the Warrantee for (pro rata)
- d) Payment of the Accrued Amount to the Amortisation of the Bonds of the Series A3S and payment of the Accrued Amount to Amortisation of the Bonds of the Series (pro rata)
- e) Payment of the Accrued Amount to the Amortisation of the Bonds of the Series B
- f) Payment of the Accrued Amount for the Amortisation of the Bonds of the Series C

Until the Date of Maturity of the Series A2 (included), all the amounts that can be paid in accordance to the amount of the Available Funds for Amortisation in any of the positions above will be destined to the endowment of the Fund for Amortisation of the Principal

After the Maturity Date of the Series A2 (excluded), all amounts that can be paid in accordance with the amount of the Available Funds for Amortisation will be destined to the concept indicated for each one of the positions described in the above paragraphs.

II.11.3.1.3 Amount Matured for Amortisation.

The Amount Matured for Total Amortisation will be equal to the positive difference between (a) and (b)

(a) being:

- (i) the Outstanding Balance of the Principal of the Bonds once deducted the amount received from the execution of the State Warrantee since the Payment Date anterior, plus
- (ii) the debt with the State for the execution of the Warrantee, minus
- (iii) the amount accumulated in the Fund for Amortisation of the Principal

(b) being the Outstanding Balance of the Assigned Assets,

All of them referring to the Determination Date immediately previous to the current Payment Date.

The Accrued Amount for the Total Amortisation will be distributed according to the following rules:

- (i) The Accrued Amount for the Amortisation of the Bonds of the Series A1 will be the lesser of the following amounts with a zero minimum: (a) the Accrued Amount for the Total Amortisation and (b) the

Balance of Principal Pending Payment of the Bonds of the Series A1 less the amount of the Fund for the Amortisation of Principal.

- (ii) The Accrued Amount for the Amortisation of the Bonds of the Series A2 will be the lesser of the following amounts with a zero minimum: (a) the Accrued Amount for the Total Amortisation less the Accrued Amount for the Amortisation of the A1 Series and (b) the Outstanding Principal Balance of the Series A2 Bonds plus the minimum of the following amounts: (1) zero and (2) the Outstanding Principal Balance of the A1 Series Bonds less the amount of the Fund for Amortisation of the Principal.
- (iii) The Accrued Amount for Amortisation of the Series A3S and A3G Bonds and the Repayment of the Warrantee for the Principal will be the lesser of the following amounts with a zero minimum: (a) the Accrued Amount for Total Amortisation less the Accrued Amount for Amortisation of the Series A1 Bonds less the Accrued Amount for the Amortisation of the Series A2 Bonds and (b) the Outstanding Principal Balance of the Series A3S and A3G Bonds deducting the amount received by the execution of the State Warrantee for the payment of the principal from the previous Payment Date plus the debt with the State for the execution of the Warrantee for the payment of the principal plus the minimum of the following amounts: (1) zero and (2) the Outstanding Principal Balance of the Series A1 Bonds plus the Outstanding Principal Balance of the Series A2 Bonds less the amount of the Fund for the Amortisation of Principal.
- (iv) The Accrued Amount for Amortisation of the Bonds of the Series B will be the lesser of the following amounts with a zero minimum: (a) the Accrued Amount for Total Amortisation less the Accrued Amount for Amortisation of the Series A1 Bonds less the Accrued Amount for Amortisation of the Series A2 Bonds less the Accrued Amount for Amortisation of the Series A3G and A3S Bonds and repayment of the Warrantee for the principal and (b) the Outstanding Principal Balance of the Series B Bonds plus a minimum of the following amounts: (1) zero and (2) the Outstanding Principal Balance of the Series A1 Bonds plus the Outstanding Principal Balance of the Series A2 Bonds plus the Outstanding Principal Balance of the Series A3G and A3S Bonds deducting the amount received for the execution of the State Warrantee for the payment of the Principal from the previous Payment Date plus the debt with the State for the execution of the Warrantee for the payment of the principal less the amount of the Fund for Amortisation of the Principal.
- (v) The Accrued Amount for Amortisation of the Series C Bonds will be the lesser of the following amounts with a zero minimum: (a) the Accrued Amount for Total Amortisation less the Accrued Amount for Amortisation of the Series A1 Bonds less the Accrued Amount for Amortisation of the Series A2 Bonds less the Accrued Amount for Amortisation of the Series A3G and A3S Bonds and the Repayment of the Warrantee for Principal less the Accrued Amount for Amortisation of the Series B Bonds and (b) the Outstanding Principal Balance of the Series C Bonds plus the minimum of the following amounts: (1) zero and (2) the Outstanding Principal Balance of the Series A1 Bonds plus the Outstanding Principal Balance of the Series A2 Bonds plus the Outstanding Principal Balance of the Series A3 Bonds deducting the amount received by execution of the State Warrantee for the payment of the principal from the prior Payment Date plus the debt with the State for the execution of the Warrantee for the payment of principal plus the Outstanding Principal Balance of the Series B Bonds less the amount of the Fund for Amortisation of the Principal.

II.11.3.1.4 Amortization of the Principal Deficit.

The **Amortization of the Principal Deficit** on a Payment Date will be the positive difference, should it exist, between (i) the Amount Matured for Amortisation and (ii) of the Available Funds for Amortisation.

II.11.3.1.5. Outstanding Balance of the Principal of the Bonds.

The Outstanding Balance of the Principal of the Bonds of one Series will be the aggregate of the outstanding balance of the principal pending amortisation of all Bonds forming that Series on each Determination Date.

By aggregation, the Outstanding Balance of the Principal of the Bonds of one Class will be the aggregate of the outstanding balance of the principal of all Bonds of each one of the Series that forms said Class.

The Outstanding Balance of the Principal of the Bonds will be the aggregate of the Outstanding Balance of the Principal of the Bonds of all Series that form the Bonds Issue.

II.11.3.1.6. Outstanding Balance of the Assigned Assets.

The Outstanding Balance of the Assigned Assets will be the aggregate of the principal of the Assets pending maturity and the principal of the Assets matured but not collected, excluding the Defaulted Amounts.

The Defaulted Amounts are the Outstanding Balances of the Loans of those assets meeting any of the following conditions:

- (i) The corresponding Assigned Debtor has been declared bankrupt, or, as the case may be, insolvent
- (ii) The Management Company considers, according to the information provided by the Administrator, that there are no reasonable expectations of recovering the same; or, in any event, when
- (iii) The loan has remain amounts during an uninterrupted period of eighteen (18) months.

II.11.3.1.7. Contribution to the Fund for Amortisation of the Principal on each Payment Date and Contribution to the Fund for Amortisation of the Principal Deficit.

- On each Payment date, a contribution (“**Contribution**”) will be made to a fund for the amortisation of the Bonds (“**Fund for Amortisation of the Principal**”) against the Available Funds for Amortisation and according to the Payment Priority Order of the Fund.
- The Contribution to the Fund for Amortisation of the Principal required on a Payment Date will equal the Amount Matured for total Amortisation on the current Payment Date. The amount of the Contribution will remain in deposit in the Amortisation Account.
- The Contribution to the Fund for Amortisation of the Principal Deficit on a Payment Date will be the positive difference, should it exist, between the (i) Contribution to the Fund for Amortisation of the Principal required and (ii) the effective amount applied in the distribution of the Available Funds for Amortisation according to the Payment Priority Order of the Fund, given the liquidity of the Fund on the said Payment Date.

In the event of occurrence of the Anticipated Amortisation of the Fund, the Fund for Amortisation of the Principal will be applied exclusively to the amortisation of the Bonds, according to the Payment Priority Order, and will not form part of the Available Resources.

The amount existing in the Fund for Amortisation of Principal will be distributed in accordance with the following rules and after the distribution of the Available Funds for Amortisation:

- 1) In the Maturity Date of the Series A1, Amortisation of the Series A1 for an amount equal to the minimum of (i) Outstanding Principal Balance of the Series A1 Bonds and (ii) amount of the Fund for Amortisation of Principal.

- 2) From the Maturity Date of the Series A1 (excluded) until the Maturity Date of the Series A2 (excluded), payment of the Accrued Amount for Amortisation of A1. The remaining, in case any exists, will be deposited into the Fund for the Amortisation of Principal
- 3) In the Maturity Date of the Series A2, Amortisation of each one of the Series of the Bonds in conformity with the Payment Priority Order and according to the rules of amortisation of each one of the Bonds Series described in section II.11.3.2.

II.11.3.1.8. Advanced Amortisation of the Bonds.

Notwithstanding the obligation of the Fund, through its Management Company, to proceed to the final redemption of the Bonds on the Final Maturity Date or of the amortisation of each Series prior that date in accordance with the provisions of section II.11, the Management Company, with prior notification to the CNMV, shall be entitled to proceed to the Advanced Liquidation of the Fund and with that to the advanced redemption of the Bonds and the extinction of the Fund, in the Events of Advanced Liquidation detailed in section III.8 of the present Prospectus.

II.11.3.1.9. Statutory Maturity Date

The Statutory Maturity Date and, consequently, the definitive amortisation of the Bonds, is September 15, 2036, or should this not be a Business Day, the following Business Day, without prejudice to the Management Company, acting in representation and for the account of the Fund, and in accordance with the provisions of sections II.11, proceeding to redeem the Issue of Bonds prior to the Statutory Maturity Date.

II.11.3.2 Special rules for the amortisation of each of the Series of the Bonds

II.11.3.2.1 Amortisation of the Series A1 Bonds

The amortisation of the principal of the Series A1 Bonds will be made by means of only one payment for their total face value on the date December 15, 2005 (“**Series A1 Maturity Date**”) or should this not be a Business Day, the following Business Day, at the charge of the Fund for Amortisation of the Principal on that Payment Date.

Notwithstanding, the one-time amortisation on the Series A1 Maturity Date may be modified under the following circumstances:

- a) According to the provisions of section II.11.3.1.8, should the Advanced Amortisation of the Bonds apply, under certain circumstances provided for in said section.
- b) In the event that the Fund for Amortisation of the Principal on the Series A2, or on a later date in the previous case b) if it were not sufficient for the total amortisation of the face value of the Series A1 Bonds, amortisation shall be made up to the amount existing in the amortisation account, and the following paragraph will apply for the remaining amount pending amortisation.

In this last case, the amount pending amortisation of the Series A1 Bonds will be amortised on the Payment Dates following that of maturity, pro rata among the Bonds of the Series itself by means of a reduction to the face value of each Bond, until the same is completed, at the charge of the Fund for Amortisation of the Principal until the Maturity Date for the series A2 (included), and at the charge of the Available Funds for Amortisation from that date onwards.

II.11.3.2.2 Amortisation of the Series A2 Bonds

The amortisation of the principal of the Series A2 Bonds will be made by means of only one payment for their total face value on the date March 15, 2007 (“**Series A2 Maturity Date**”), or should this not be a Business Day, the following Business Day, at charge to the Fund for Amortisation of the Principal on that Payment Date.

Notwithstanding, the one-time amortisation on the Series A2 Maturity Date may be modified under the following circumstances:

- a) According to the provisions of section II.11.3.1.8, should the Advanced Amortisation of the Bonds apply, under certain circumstances provided for in said section.
- b) In the event that the Fund for Amortisation of the Principal at the Series A2 Maturity Date, once deducted the amounts destined to the amortisation of the Series A1 Bonds, were not sufficient for the total amortisation of the face value of the Series A2 Bonds;

In this last case, the Series A2 Bonds will be amortised on the Series A2 Maturity Date for an amount equal to the remainder of the Fund for Amortisation of the Principal once amortised the Series A1 Bonds and will continue on the following Payment Dates by means of a reduction to the face value of each Bond, until the same is completed, at the charge of the Available Funds for Amortisation. However, if after the Series A2 Maturity Date there remained amounts pending amortisation on the Series A1 Bonds, amortisation of the Series A2 Bonds will start on the Payment Date (included) on which the amortisation of the Series A1 Bonds is completed, at the charge of the Available Funds for Amortisation.

II.11.3.2.3 Amortisation of the Series A3G and A3S Bonds

The amortisation of the principal of the Series A3G and A3S Bonds will be made at the charge of the Available Funds for Amortisation and, if applicable, the remaining amount of the Fund for Amortisation of the Principal, and will start on the Payment Date on which the Series A1 and A2 Bonds have been totally amortised, by making successive amortizations on each following Payment Dates until their total amortisation.

Notwithstanding, the foregoing may be modified under the following circumstances:

- a) If according to the provisions of section II.11.3.1.8, the Advanced Amortisation of the Bonds would apply under certain circumstances provided for in said section.
- b) If after the Maturity Date of the Series A2, on a Payment Date an Amortisation Deficit is produced that affects the Series A3G and A3S, the warrantee for the payment of the principal of the Series A3G may be executed, for an amount equal to the difference between the Accrued Amount for Amortisation of the Series A3G Bonds and the amount that has actually been applied in accordance to the rules of distribution of the Available Funds for Amortisation corresponding to the Series A3G Bonds.

In the same way, the concept of Accrued Amount for the Series A3S Bonds will be determined, with which the value of the concept “Accrued Amount for Amortisation of the Series A35 Bonds not Paid in Prior Payment Dates” may be deducted.

In the case that the circumstance described in point b) occurs, the amounts received from the State by virtue of the execution of the warrantee will be able to be destined for the amortisation of the Series A3G Bonds, despite the fact that the Bonds of the Series A1 and A2 have not been amortised in their totality.

In the case that on a Payment Date the amount to reimburse to the State by virtue of the warrantee is more than the amount requested by a new claim and as such, the clearance of the compensation to which section II.15.2 of this Prospectus alludes, is produced, the available amounts for this fact in no case will be applied to cover the deficiency of principal of the Series A3G in said Payment Date, but will be applied in the following as it would have corresponded if the aforementioned clearance had not been produced.

The distribution between the distinct concepts that make up the Accrued Amount for Amortisation of the Series A3S and A3G Bonds and the Reimbursement of the Warrantee for Principal will take place in accordance with the following rules:

(1) Accrued Amount for the Payment of the Debt with the State for Execution of the Warrantee for Principal: is the sum of all the amounts available of the State Warrantee for the payment of principal of the Series A3G and not returned in the previous Payment Dates

(2) “Accrued Amount for Amortisation of the Series A3S Bonds not paid on the Previous Payment Dates” on a Payment Date: is the Amount Matured for Amortisation of the Series A3S Bonds that cannot be paid on previous Payment Dates in accordance with the distribution rules for the Available Funds for Amortisation.

(3) Accrued Amount for Amortisation of the Series A3G Bonds: calculated as the proportion that the initial amount of the Series A3G represents over the sum of the initial amounts of the Series A3G and A3S Bonds applied over the result of (i) the Accrued Amount for Amortisation of the Series A3S and A3G Bonds, and the Reimbursement of Warrantee, less (iii) the Accrued Amount for the Payment of the Debt with the State for Execution of the Warrantee for Principal and less (iv) the Accrued Amount for Amortisation of the Series A3S Bonds unpaid in the Previous Payment Dates

(4) Accrued Amount for Amortisation of the Series A3S Bonds: calculated as the proportion that is represented by the initial amount of the A3S Series over the initial amounts of the Series A3G and A3S Bonds applied over the result of (i) the Accrued Amount for Amortisation of the Series A3S and A3G Bonds, and the Reimbursement of the Warrantee, less (iii) the Accrued Amount for the Payment of the Debt with the State for Execution of the Warrantee for Principal, less (iv) the Accrued Amount for Amortisation of the Series A3S Bonds unpaid in the Previous Payment Dates.

II.11.3.2.4 Amortisation of the Series B Bonds.

The amortisation of the principal of the Series B Bonds will be made at the charge of the Available Funds for Amortisation and, if applicable, the remaining amount of the Fund for Amortisation of the Principal, and will start on the Payment Date on which the Series A1, A2, A3G and A3S Bonds have been totally amortised, by making successive amortisation on each following Payment Date until their total amortisation.

Notwithstanding, the foregoing may be modified if according to the provisions of section II.11.3.1.8, the Advanced Amortisation of the Bonds would apply under certain circumstances provided for in said section.

II.11.3.2.5 Amortisation of the Series C Bonds.

The amortisation of the principal of the Series C Bonds will be made at the charge of the Available Funds for Amortisation and, if applicable, the remaining amount of the Fund for Amortisation of the Principal and will start on the Payment Date on which the Bonds of the rest of Series have been totally amortised, by making successive amortisation on each following Payment Date until their total amortisation.

Notwithstanding, the foregoing may be modified if, according to the provisions of section II.11.3.1.8, the Advanced Amortisation of the Bonds would apply under certain circumstances provided for in said section.

II.12. Financial service of the debt table, including both the interest payments and those for amortisation of principal, for each of the Series of Bonds to be issued at the charge of the Fund

The Financial Service of the issue will be conducted through “la Caixa”, entity designated as Paying Agent in accordance with The Paying Agency Contract signed by “la Caixa”, and for the account of the Fund, by the Management Company, by virtue of which all payments to be made by the Fund to the holders of the Bonds will be made through the Paying Agent. The payment of interest and amortisation will be communicated to the holders of the Bonds in the cases and with the days of prior notice established in section III.5.2. The payment of interest and amortisation will be made to the legitimate holders of the Bonds by the corresponding participating entities and to these, in turn, payment would be made by Iberclear as entity in charge of the accounting registry.

a) Financial service of the debt tables

The main feature of the assets securitisation bonds is its periodical amortisation, with the exception of the Bonds in Series A1 y A2 that have only one amortization established, depends mainly on the behaviour of aggregate amortization of the Loans.

The prepayments that the Assigned Debtors may decide to make, subject to continuous changes and estimated in the Prospectus by using the effective annual constant rate for advanced amortisation or future prepayment, will directly affect the amortisation speed of the Loans and the average life and duration of the Bonds.

There are other variables affecting the average life and duration of the Bonds. These variables and their hypothetical values assumed in all the tables included in this section, are:

- (i) that the prepayment rate of the Assets remains constant within the scenarios of 0%, 5%, and 10%, range in which the Management Company, in the name of the Fund, has estimated to cover the maximum and minimum probable prepayment limits;
- (ii) that no Assigned Debtor will default during the life of the Fund in its payment obligations under its corresponding Loan.
- (iii) that the Management Company exercises its Accelerated Redemption option established in section II.11.3.1.8.
- (iv) that the Disbursement Date falls on December 4, 2003, and that the Payment Dates fall on the dates March 15, June 15, September 15, and December 15 of each year (assuming that all of them are Business Days).

The actual adjusted duration of the Bonds will also depend on their floating interest rate, and in all the tables included in this section they are assumed to remain constant in 2.371% for Bonds of the Series A1, in 2.391% for the Bonds of the Series A2, in 2.109% for the Bonds of the Series A3G, in 2.421 for the Bonds of the Series A3S, in 2.771 for the Bonds of the Series B; and in 3.671% for the Bonds of the Series C (rates calculated based on Euribor for three (3) months published on November 13th, 2003: 2.171% plus a margin).

Assuming the foregoing values and hypothesis, the average life, duration and maturity of the Bonds in each contemplated prepayment rate scenario would be the following:

	Annual Constant Prepayment Rate		
	0%	5%	10%
Series A1			
Duration	1.993	1.993	1.993
Average Life	2.030	2.030	2.030
Maturity	15/12/2005	15/12/2005	15/12/2005
Gross I.I.R.	2.429	2.429	2.429
Series A2			
Duration	3.170	3.170	3.170
Average Life	3.280	3.280	3.280
Maturity	15/03/2007	15/03/2007	15/03/2007
Gross I.I.R.	2.448	2.448	2.448
Series A3G			
Duration	5.814	4.386	3.804
Average Life	6.210	4.590	3.950
Maturity	15/03/2014	15/12/2010	15/06/2009
Gross I.I.R.	2.157	2.157	2.157
Series A3S			
Duration	5.762	4.358	3.784
Average Life	6.210	4.590	3.950
Maturity	15/03/2014	15/12/2010	15/06/2009
Gross I.I.R.	2.479	2.479	2.479
Series B			
Duration	9.051	6.450	5.171
Average Life	10.280	7.040	5.530
Maturity	15/03/2014	15/12/2010	15/06/2009
Gross I.I.R.	2.840	2.840	2.840
Series C			
Duration	8.715	6.284	5.067
Average Life	10.280	7.040	5.530
Maturity	15/03/2014	15/12/2010	15/06/2009
Gross I.I.R.	3.775	3.775	3.775

In the above table,

- “**Maturity**” indicates the date on which the final maturity of the issue would occur in each of the prepayment scenarios considered; and
- “**Average life of the Bonds**” indicates the average time for the repayment of the principal of the same in full, calculated in accordance with the following formula:

$$V = \frac{\sum (P \times d)}{T} \times \frac{1}{360}$$

Where:

- V = Average life of the issued Bonds expressed in years.
P = Principal of the Bonds to be amortised on each Payment Date.
d = Number of days elapsed between the Disbursement Date and the Payment Date in question.
T = Total face value of the Bonds in euro

- c) “**Duration of the Bonds**”, is defined as the adjusted average of time periods in which a security generates any kind of revenue stream, the adjustment being the current value of each stream divided by the price of the security, calculated in accordance with the following formula (adjusted Macaulay formula):

$$D = \frac{\sum (a \times VA)}{PE} \times \frac{1}{(1 + i)}$$

where:

D = Duration of the Bonds expressed in years.

a = Time elapsed (in years) between the Disbursement Date and each of the Payment Dates in question.

VA = Current value of each of the amounts, comprehensive of principal and gross interest to be paid on each of the Payment dates, discounted at the effective interest rate (I.R.R).

PE = Price of the issue of Bonds, 100,000 euro.

i = Gross effective interest rate I.R.R., as a proportion of one.

- d) “**Gross I.R.R.**” Internal Rate of Return for the subscriber, calculated in accordance with the following formula:

$$100,000 = \sum_{i=1}^N Ai(1+r)^{-(nd/360)}$$

Where:

r = IIR expressed as an annual rate, in a proportion of one.

A i = Total amounts of amortisation and interest the investors will receive. (A₁.....A_N)

nd = Number of days elapsed between the Disbursement Date of the issue December 4, 2003, and days 15 of March, June, September and December of each year, not inclusive.

Finally, the Management Company declares, in representation and for the account of the Fund, that the financial service of the debt tables indicated here are merely theoretical and illustrative, and do not represent any payment obligation, reminding that:

- The prepayment rates of the Assets are assumed to remain constant on 0%, 5% and 10% respectively, throughout the life of the debt, whereas the actual prepayment rates change constantly.
- The Outstanding Balance of Principal of the Bonds on each Payment Date and the interest payable on each of them will depend on the actual prepayment rate existing in the Assets portfolio.
- The margin used for the calculation of the interest rates of the Bonds is 0.20%, 0.22%, -0.0618%, 0.25%, 0.60% and 1.50% respectively.
- The interest rate that applies for the first Interest Accrual Period is at 2.391% for the Series A1 Bonds, at 2.411% for the Series A2 Bonds, at 2.129% for the Series A3G Bonds, at 1 2.441% for the Series A3S Bonds, at 2.791% for the Series B Bonds and at 3.691% for the Series C Bonds, that are equivalent to a 4 month Euribor published November 13, 2003: 2.191% plus the margin and the interest rate of all the Series is variable.
- The interest rates of the Bonds for the following accrual periods are assumed constant in 2.371% for the Series A1 Bonds, in 2.391% for the Series A2 Bonds, in 2.109% for the Series A3G Bonds, in 2.421% for the Series A3S Bonds, in 2.771% for the Series B Bonds and in 3.671% for the Series C Bonds, equivalent to Euribor for three (3) months published on November 13, 2003: 2.171% plus a margin, whilst all the series have floating interest rates.

- The hypothetical values mentioned at the beginning of this section are assumed in all cases.
- It is assumed that the Management Company, in representation and for the account of the Fund, will exercise the accelerated redemption option established in the first paragraph of section II.11.3.1.8.

For the purposes of the following Financial Service Tables,

- (i) Average Rate is defined as the average interest rate of the Loans, weighted by the Outstanding Balance of each of them;
- (ii) Average Life is defined as the average time that it takes to repay the principal of the Loans expressed in months.

IMPORTANT NOTE FOR THE INVESTOR

Information presented in the following tables appear only for illustrative purposes, the amounts not representing any specific payment obligation to third parties by the Fund on the corresponding dates or periods to which they refer. Data has been elaborated under hypotheses of default rates and amortisation of the Loans and of interest rates, subject to continuous change, and as a consequence, all investors interested in knowing the intended payment calendar of the Fund in each specific date must request the relevant information from those institutions authorised to distribute it, the Management Company, AIAF Market and CNMV. Notwithstanding, the said information can also be requested through the Underwriting Entities and others active in the secondary market. As indicated in section III.2 of this Prospectus, the Management Company undertakes to publish the respective information.

CASH FLOWS PER BOND

(Amounts in Euros)

TACP=0%

04/12/2003 Payment Date	Series sA1			Series sA2			Series A3G			Series sA3S			Series B			Series C		
	Amort. Ppal.	Gross Inter.	Total Flow	Amort. Ppal.	Gross Inter.	Total Flow	Amort. Ppal.	Gross Inter.	Total Flow	Amort. Ppal.	Gross Inter.	Total Flow	Amort. Ppal.	Gross Inter.	Total Flow	Amort. Ppal.	Gross Inter.	Total Flow
15/03/04	0	677	677	0	683	683	0	603	603	0	692	692	0	791	791	0	1,046	1,046
15/06/04	0	606	606	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/09/04	0	606	606	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/12/04	0	599	599	0	604	604	0	533	533	0	612	612	0	700	700	0	928	928
15/03/05	0	593	593	0	598	598	0	527	527	0	605	605	0	693	693	0	918	918
15/06/05	0	606	606	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/09/05	0	606	606	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/12/05	100,000	599	100,599	0	604	604	0	533	533	0	612	612	0	700	700	0	928	928
15/03/06	0	0	0	0	598	598	0	527	527	0	605	605	0	693	693	0	918	918
15/06/06	0	0	0	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/09/06	0	0	0	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/12/06	0	0	0	0	604	604	0	533	533	0	612	612	0	700	700	0	928	928
15/03/07	0	0	0	100,000	598	100,598	0	527	527	0	605	605	0	693	693	0	918	918
15/06/07	0	0	0	0	0	0	9,765	539	10,304	9,765	619	10,383	0	708	708	0	938	938
15/09/07	0	0	0	0	0	0	5,329	486	5,815	5,329	558	5,887	0	708	708	0	938	938
15/12/07	0	0	0	0	0	0	5,045	453	5,497	5,045	520	5,564	0	700	700	0	928	928
15/03/08	0	0	0	0	0	0	4,827	426	5,253	4,827	489	5,316	0	700	700	0	928	928
15/06/08	0	0	0	0	0	0	4,557	404	4,961	4,557	464	5,021	0	708	708	0	938	938
15/09/08	0	0	0	0	0	0	4,286	380	4,666	4,286	436	4,722	0	708	708	0	938	938
15/12/08	0	0	0	0	0	0	4,116	353	4,469	4,116	405	4,521	0	700	700	0	928	928
15/03/09	0	0	0	0	0	0	4,051	327	4,378	4,051	376	4,426	0	693	693	0	918	918
15/06/09	0	0	0	0	0	0	3,962	313	4,274	3,962	359	4,321	0	708	708	0	938	938
15/09/09	0	0	0	0	0	0	3,827	291	4,119	3,827	334	4,162	0	708	708	0	938	938
15/12/09	0	0	0	0	0	0	3,719	268	3,987	3,719	307	4,026	0	700	700	0	928	928
15/03/10	0	0	0	0	0	0	3,631	245	3,876	3,631	282	3,912	0	693	693	0	918	918
15/06/10	0	0	0	0	0	0	3,541	231	3,772	3,541	265	3,806	0	708	708	0	938	938
15/09/10	0	0	0	0	0	0	3,414	212	3,626	3,414	243	3,657	0	708	708	0	938	938
15/12/10	0	0	0	0	0	0	3,315	192	3,507	3,315	220	3,535	0	700	700	0	928	928
15/03/11	0	0	0	0	0	0	3,199	172	3,371	3,199	197	3,396	0	693	693	0	918	918
15/06/11	0	0	0	0	0	0	3,074	159	3,232	3,074	182	3,256	0	708	708	0	938	938
15/09/11	0	0	0	0	0	0	2,953	142	3,095	2,953	163	3,116	0	708	708	0	938	938
15/12/11	0	0	0	0	0	0	2,857	125	2,982	2,857	143	3,000	0	700	700	0	928	928
15/03/12	0	0	0	0	0	0	2,740	109	2,850	2,740	126	2,866	0	700	700	0	928	928
15/06/12	0	0	0	0	0	0	2,599	96	2,695	2,599	110	2,710	0	708	708	0	938	938
15/09/12	0	0	0	0	0	0	2,406	82	2,488	2,406	94	2,500	0	708	708	0	938	938
15/12/12	0	0	0	0	0	0	2,242	68	2,311	2,242	78	2,321	0	700	700	0	928	928
15/03/13	0	0	0	0	0	0	2,048	56	2,104	2,048	64	2,112	0	693	693	0	918	918
15/06/13	0	0	0	0	0	0	1,810	46	1,856	1,810	53	1,862	0	708	708	0	938	938
15/09/13	0	0	0	0	0	0	1,533	36	1,569	1,533	41	1,574	0	708	708	0	938	938
15/12/13	0	0	0	0	0	0	1,379	27	1,407	1,379	32	1,411	0	700	700	0	928	928
15/03/14	0	0	0	0	0	0	3,776	20	3,796	3,776	23	3,799	100,000	693	100,693	100,000	918	100,918
Total	100,000	4,893	104,893	100,000	7,956	107,956	100,000	13,277	113,277	100,000	14,619	94,084	100,000	28,901	128,901	100,000	38,286	138,286

CASH FLOWS PER BOND

(Amounts in Euros)

TACP=5%

04/12/2003 Payment Date	Series sA1			04/12/2003			Series sA1			04/12/2003			Series sA1			04/12/2003		
	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date
15/03/2004	0	677	677	0	683	683	0	603	603	0	692	692	0	791	791	0	1,046	1,046
15/06/2004	0	606	606	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/09/2004	0	606	606	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/12/2004	0	599	599	0	604	604	0	533	533	0	612	612	0	700	700	0	928	928
15/03/2005	0	593	593	0	598	598	0	527	527	0	605	605	0	693	693	0	918	918
15/06/2005	0	606	606	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/09/2005	0	606	606	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/12/2005	100,000	599	100,599	0	604	604	0	533	533	0	612	612	0	700	700	0	928	928
15/03/2006	0	0	0	0	598	598	0	527	527	0	605	605	0	693	693	0	918	918
15/06/2006	0	0	0	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/09/2006	0	0	0	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/12/2006	0	0	0	0	604	604	0	533	533	0	612	612	0	700	700	0	928	928
15/03/2007	0	0	0	100,000	598	100,598	0	527	527	0	605	605	0	693	693	0	918	918
15/06/2007	0	0	0	0	0	0	35,956	539	36,495	35,956	619	36,575	0	708	708	0	938	938
15/09/2007	0	0	0	0	0	0	6,329	345	6,675	6,329	396	6,726	0	708	708	0	938	938
15/12/2007	0	0	0	0	0	0	5,966	308	6,274	5,966	353	6,319	0	700	700	0	928	928
15/03/2008	0	0	0	0	0	0	5,674	276	5,950	5,674	317	5,990	0	700	700	0	928	928
15/06/2008	0	0	0	0	0	0	5,332	248	5,580	5,332	285	5,617	0	708	708	0	938	938
15/09/2008	0	0	0	0	0	0	4,995	220	5,214	4,995	252	5,247	0	708	708	0	938	938
15/12/2008	0	0	0	0	0	0	4,762	191	4,952	4,762	219	4,980	0	700	700	0	928	928
15/03/2009	0	0	0	0	0	0	4,636	163	4,799	4,636	188	4,823	0	693	693	0	918	918
15/06/2009	0	0	0	0	0	0	4,488	142	4,630	4,488	163	4,651	0	708	708	0	938	938
15/09/2009	0	0	0	0	0	0	4,297	118	4,415	4,297	135	4,432	0	708	708	0	938	938
15/12/2009	0	0	0	0	0	0	4,135	94	4,228	4,135	107	4,242	0	700	700	0	928	928
15/03/2010	0	0	0	0	0	0	3,994	71	4,065	3,994	81	4,075	0	693	693	0	918	918
15/06/2010	0	0	0	0	0	0	3,854	51	3,905	3,854	58	3,912	0	708	708	0	938	938
15/09/2010	0	0	0	0	0	0	3,678	30	3,708	3,678	35	3,713	0	708	708	0	938	938
15/12/2010	0	0	0	0	0	0	1,904	10	1,914	1,904	12	1,916	100,000	700	100,700	100,000	928	100,928
Total	100,000	4,893	104,893	100,000	7,956	107,956	100,000	9,824	109,824	100,000	11,275	111,275	100,000	19,772	119,772	100,000	26,192	126,192

CASH FLOWS PER BOND

(Amounts in Euros)

TACP=10%

04/12/2003 Payment Date	Series sA1			04/12/2003			Series sA1			04/12/2003			Series sA1			04/12/2003		
	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date	Amort. Ppal.	Payment Date
15/03/04	0	677	677	0	683	683	0	603	603	0	692	692	0	791	791	0	1,046	1,046
15/06/04	0	606	606	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/09/04	0	606	606	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/12/04	0	599	599	0	604	604	0	533	533	0	612	612	0	700	700	0	928	928
15/03/05	0	593	593	0	598	598	0	527	527	0	605	605	0	693	693	0	918	918
15/06/05	0	606	606	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/09/05	0	606	606	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/12/05	100,000	599	100,599	0	604	604	0	533	533	0	612	612	0	700	700	0	928	928
15/03/06	0	0	0	0	598	598	0	527	527	0	605	605	0	693	693	0	918	918
15/06/06	0	0	0	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/09/06	0	0	0	0	611	611	0	539	539	0	619	619	0	708	708	0	938	938
15/12/06	0	0	0	0	604	604	0	533	533	0	612	612	0	700	700	0	928	928
15/03/07	0	0	0	100,000	598	100,598	0	527	527	0	605	605	0	693	693	0	918	918
15/06/07	0	0	0	0	0	0	58,261	539	58,800	58,261	619	58,880	0	708	708	0	938	938
15/09/07	0	0	0	0	0	0	6,790	225	7,015	6,790	258	7,049	0	708	708	0	938	938
15/12/07	0	0	0	0	0	0	6,333	186	6,519	6,333	214	6,547	0	700	700	0	928	928
15/03/08	0	0	0	0	0	0	5,953	153	6,105	5,953	175	6,128	0	700	700	0	928	928
15/06/08	0	0	0	0	0	0	5,529	122	5,652	5,529	140	5,670	0	708	708	0	938	938
15/09/08	0	0	0	0	0	0	5,118	92	5,210	5,118	106	5,224	0	708	708	0	938	938
15/12/08	0	0	0	0	0	0	4,816	64	4,880	4,816	74	4,890	0	700	700	0	928	928
15/03/09	0	0	0	0	0	0	4,626	38	4,664	4,626	44	4,670	0	693	693	0	918	918
15/06/09	0	0	0	0	0	0	2,573	14	2,587	2,573	16	2,589	100,000	708	100,708	100,000	938	100,938
Total	100,000	4,893	104,893	100,000	7,956	107,956	100,000	8,452	108,452	100,000	9,701	109,701	100,000	15,554	115,554	100,000	20,604	120,604

b) Practical case of application of dates and time periods defined in sections II.10 and II.11 of the present Informative Prospectus, relating to the determination and payment of interest and amortisation of Bonds

In order to facilitate the understanding by the subscriber of the definitions and application rules for **dates and time periods defined in sections II.10 and II.11 relating to the determination and payment of interest and amortisation of the Bonds**, the following is an example, divided by the characteristics for the first Payment Date (given its exceptional character) and for the second and successive Payment Dates:

1. First Payment Date: March 15, 2004

(Granting of the Deed of Formation: November 27, 2003)

- a) Fixing Date for the Nominal Interest Rate applicable to the first Interest Accrual Period:
 - 11:00 hours of the second Business Day immediately prior to the Disbursement Date: December 2, 2003.
- b) Notifications:
 - Extraordinary, of the Fund formation and the Bonds Issue – press announcement, according to section III.5.2: December 3, 2003.
 - Ordinary, of the Nominal Interest Rate resulting for the first Interest Accrual Period: December 3, 2003. The Management Company will communicate it in writing, before the start of the Subscription Period, to the Direction Entities and the Underwriting and Brokerage Entities, so that they may communicate it to the investors interested in the subscription of the Bonds.
- c) First Interest Accrual Period:
 - From December 4, 2003 (Disbursement Date), included, until March 15, 2004, excluded.
- d) Determination Date (or for calculations by the Management Company for the distribution and withholding of Available Funds): March 9, 2004.
- e) Ordinary periodical notifications (announcements in the AIAF bulletin, according to section III.5.2): Of the rest of periodical information: until March 12, 2004.

2. Second Payment Date: June 15, 2004.

- a) Fixing Date for the Nominal Interest Rate applicable to the second Interest Accrual Period:
 - 11:00 hours of the second Business Day previous to the first Payment Date: March 11, 2004.
- b) Ordinary periodical notifications (announcements in the AIAF bulletin, according to section III.5.2): Of the resulting interest rate for the second Interest Accrual Period: until March 18, 2004, inclusive.
- c) Second Interest Accrual Period:
 - From March 15, 2004 (first Payment Date), included, until June 15, 2004, excluded.
- d) Determination Date (or for calculations by the Management Company for the distribution and withholding of Available Funds): June 9, 2004.
- e) Ordinary periodical notifications (announcements in the AIAF bulletin, according to section III.5.2):
 - Of the rest of periodical information: until June 14, 2004.

II.13 Effective forecasted interest rate for the subscriber, bearing into account the characteristics of the issue, specifying the calculation method adopted and the expenses, quantified by concepts consistent with their true nature.

In the event that the quarterly variable Nominal Interest Rates applicable to each of the Series would remain unchanged throughout the whole life of the debt, according to that established in the tables included in

section II.12.a) of the Prospectus, said rates would produce the internal rates of return ("IRR") for the subscriber of each of the Series indicated in the below included table, given the effect implied by the quarterly interest payment, calculated regardless of the tax effects, and assuming in any event the values and hypothesis shown in said section.

	Annual Constant Prepayment Rate		
	0%	5%	10%
Series A1			
Gross I.I.R.	2.429	2.429	2.429
Series A2			
Gross I.I.R.	2.448	2.448	2.448
Series A3G			
Gross I.I.R.	2.157	2.157	2.157
Series A3S			
Gross I.I.R.	2.157	2.157	2.157
Series B			
Gross I.I.R.	2.840	2.840	2.840
Series C			
Gross I.I.R.	3.775	3.775	3.775

II.14 Effective Interest forecasted for the Fund at the time of issue of the securities considering all design and brokerage expenses incurred at its charge, specifying the calculation method

The effective interest rate has been calculated by means of the internal rate of return ("IRR") formula, described in section II.12.a) above, with the following assumptions:

- a) that the floating nominal variable interest rate of the Bonds will remain constant throughout the life of the loan within the rates indicated in the table included in section II.12.a);
- b) that the hypotheses mentioned in section II.12.a) are assumed; and,
- c) that the forecasted expenses for formation and issue are deducted from the face value of the Bonds

The Effective Interest rate forecasted for the Fund would be 2.104%, 2.41195% and the 2.4099% for an ACPR of 0%, 5% and 10% under the hypothesis indicated in the previous section.

The forecasted expenses are the following:

Formation expenses of the Fund and of the Bonds Issue	Euro
Notary fees, audit, rating and legal advice	298,500.00
CNMV fees (issue and admission)	55,517.58
AIAF and Iberclear fees	36,707.04
Publicity of the issue, printing and other expenses	16,738.12
Total Expenses	407,462.74

II.15 Existence or not of special guarantees over the Assigned Assets grouped into the Fund or over the securities issued against it, that may have been granted by any of the entities participating in the securitisation process covered by the present Prospectus

II.15.1 Guaranties over the Loans

There are no guarantees granted by “la Caixa”, as Assignor, over the Bonds being issued against the Fund or over the Assigned Assets pooled into it, except for the obligations of “la Caixa” that are described in section IV.1.2.c) of this Prospectus in relation to the substitution of the Assigned Assets that did not conform with the declarations contained in section IV.1.1 of the present Prospectus or with the specific characteristics of the Assigned Assets communicated by the Assignor to the Management Company.

II.15.2. Guaranties over the Bonds. The State Warrantee

By means of a Ministerial Order to be signed on the date of the formation of the Fund, the Ministry of Economy will grant a Warrantee to the Fund for an amount of two-hundred-twenty-three-million-five-hundred-thousand (223.500.000) euro, expandable to the face value of the Series A3G Bonds plus the amount of the interest corresponding to said face value of this Series, in accordance with the following (hereafter the “Warrantee” or the “State Warrantee”):

The Warrantee will secure, with a waiver to the benefit of discussion established in article 1,830 of the Civil Code, the payments of the principal and the interest of the A3G Bonds.

The Warrantee will remain valid and in full effect until the total redemption of the payment obligations derived from the Series A3G Bonds. In any event, the Warrantee will expire on September 15, 2036, or if said date were not a Business Day, on the first Business Day immediately after.

The validity of the Warrantee is conditional on (i) the registration of the present Informative Prospectus with the CNMV, (ii) the granting of the Public Fund Deed of Formation, (iii) the confirmation as final by the Rating Agencies, prior to the opening of the Subscription Period, of the provisional rating granted to each of the Series (iv) that it does not cause the termination of the Direction, Underwriting and Brokerage of the Bonds Issue Contract, and (v) the submission of the documents mentioned in the next paragraph

The Management Company must submit to the General Directorate for Financial Policy and Treasury: (i) a specimen of the Informative Prospectus; (ii) an authorised copy of the Deed of Formation; (iii) a certificate issued by “la Caixa” declaring that the Loans are loans that conform with all the conditions laid down in the Master Agreement for collaboration annexed to the Order of December 28, 2001, and that all of them are Loans granted to SMEs as defined by the European Commission Recommendation 96/280/CE of April 3, 1996, as amended by the European Commission Recommendation of May 6, 2003, or any regulation that may substitute it; (iv) a copy of the letter of the Rating Agencies granted to each of the Series of the Bonds; and (v) an authorised copy of the deed of disbursement of the Bonds subscription executed by the Management Company.

The Management Company shall communicate to the General Directorate for Financial Policy and Treasury on each Payment Date of the Bonds of the Secured Series, the outstanding balance of the Secured Series, and, also at the end of each fiscal year, an estimation of the financial charge of the Secured Series for the following fiscal year.

The Warrantee may be the object of partial execution without any limit as to the number of times it is executed or to the amount for which it is executed.

The Warrantee will be executed in the event that the Available Funds of the Fund (as defined in the Fund Deed of Formation), once the payments ranking higher in accordance with the Payment Priority Order have been made, are not sufficient to cover the payment of the interest or principal of the A3G Bonds in the corresponding Payment Dates. Should that be the case, the Management Company will immediately notify the amount to be paid by the State to the General Directorate for Financial Policy and Treasury, which will, prior verification, proceed to the payment through the Treasury Account opened in the name of the Fund in “la Caixa”. The payment, in its case, of the required amounts by virtue of the Warrantee, will be made by the General Directorate for Financial Policy and Treasury within the period of ninety (90) days counting from the reception of the written requirement of the Management Company, by means of a payment into the

Treasury Account.

The Management Company, in the name of the Fund, will have at its disposal the Liquidity Line, as established in section V.3.7 of the present Prospectus, in order to advance to the holders of the Bonds of the Warranted Series the amounts that the State must pay to the Fund upon each execution of the Warrantee. As soon as the Fund receives the requested amount corresponding to the State Warrantee, payment will be made to refund the amount disposed out of the Liquidity Line that will have served for interim payment of the interest of the Series A3G Bonds, and the part corresponding to the Principal will be destined to the payment of the unpaid amount of the principal of the Series A3G Bonds on the following Payment Date, but without being subject to the Payment Priority Order of the Fund.

The amounts paid by the State under the Warrantee will constitute an obligation of the Fund in favour of the State. The refund of the amounts disposed of at the charge of the Warrantee, whether they have been used for the payment of interest or for the reimbursement of the principal of the Bonds of the secured Series A3G, will be made in each of the following Payment Dates, until its total refund, and it will be made at the charge of the Available Funds and the Available Funds for Amortisation, respectively, ranking in the same positions in the priority order as the payment of the matured interest and the amortisation of the principal of the secured Series A3G, in accordance with the Payment Priority Order of the Fund.

In the event that according to the above rules, on a Payment Date, the Fund, in addition to returning the amount withdrawn at the charge of the State, must request another amount to pay the interest or principal of the Bonds of the Secured Series, the net amount to be requested, or if applicable, returned, to the State, will be calculated and applied.

The constitution and granting of the Warrantee shall not bear any fee.

The Warrantee will be cancelled on the date on which the A3G Bonds are fully redeemed, and in any event will expire on September 15, 2036.

II.16. Law under which the securities are circulated, indicating specially if there are restrictions to their free transferability or mention that there are none.

The Law governing the creation and circulation of the Bonds issued against the Fund will be Spanish Law.

The Bonds are not subject to any particular restriction as to their free transferability, which will be made subject to the legal dispositions applicable to them and to the existing rules of the secondary market in which the Bonds are traded, as indicated in section II.17 below.

In accordance with the provisions of sections II.4. and II.5 of this Chapter, title over each Bond will be transferred by accounting transfer. The registration of the transmission in favour of the acquirer in the accounting registry will produce the same effects as the handing over of the titles, and, as from that moment, the transmission will be exceptionable against third parties, as established in article 12 of Royal Decree 116/1992.

II.17. Organised secondary markets for which there is an undertaking to apply for admission to trading of the securities and maximum time periods in which such application will be submitted and other necessary documents for the application for admission.

In compliance with the second article, number 3, of Royal Decree 926/1998 and with the dispositions of the Order of December 28, 2001, the Management Company will apply, once the disbursement of the Bonds has been made, for the inclusion of the present Bonds Issue in the AIAF Fixed Rate Market, which has the recognition as to its character of official secondary securities market in accordance with the regulations of the sixth Transitory Provision of Law 37/1998 of November 16, on reformation of the Securities Markets Law. The Management Company undertakes that the definitive admission to trading occurs no later than after one month counting from the Disbursement Date.

The Management Company expressly states that it is aware of the requirements and conditions demanded for

the admission, permanence and exclusion of securities in AIAF according to the current legislation and the requirements of its direction organisms, the Fund undertaking, through its Management Company, to abide by them.

In the event that, once elapsed the said time, admission of the Bonds to trading did not take place, the Management Company undertakes to publish in a national distribution newspaper, both the reasons for the default and the new date forecasted for the admission to trading of the issued securities; all of which without prejudice to the eventual contractual responsibility that, as the case may be, the Management Company may incur.

The Management Company, in the name and for the account of the Fund and in accordance with the provisions of article 7 of Royal Decree 116/1992, once the Deed of Formation has been granted, will deposit a copy of it in Iberclear as entity for the accounting registry of the Bonds. Equally, the Management Company, in representation of the Fund, will deposit copies of the Deed of Formation both in the direction organism of the AIAF Fixed Rate Market and in the CNMV, to the end of their registration in the registries indicated in articles 7 and 92 of the Securities Market Law. The Management Company, Iberclear and the direction organism rector of the AIAF Fixed Rate Market shall have at all times at the disposal of the holders of the Bonds and of the public in general, a copy of the Deed of Formation, in fulfilment of the provisions of article 8 of Royal Decree 116/1992.

II.18 Subscription or purchase requests.

II.18.1 Target pool of Investors to which the securities are offered, indicating the reasons for its election.

The Brokerage of the Bonds of all the Series is targeted to institutional investors, whether juridical persons or non-personality patrimonies, such as pensions funds, collective investment institutions, insurance entities, credit entities, securities companies or entities authorised in accordance with articles 64 and 65 of the Securities Market Law (in the redaction provided by Law 37/1998) for the management of third-party portfolios, that on a professional and customary basis carry out investments in negotiable securities.

The potential investor has, in addition, at his disposal and as a complement to his own analysis about the quality of the securities offered for subscription by this, the evaluation granted by the Rating Agencies included in section II.3 of this Chapter.

In the case of entities authorised for the management of securities portfolios, the requests for subscription or acquisition will be made by these entities for the account of the investors that have previously signed the corresponding securities portfolio management contract with the said entities.

Once the issue has been placed in full and the Bonds are admitted to trading in the organised official market of AIAF, the Bonds may be freely acquired through said market in accordance with its own trading rules.

There is no guarantee that for the Bonds a trading will ever occur in the market with a minimum frequency or volume. Also, in no case will the Fund be entitled to buy-back the Bonds from the holders thereof, although they may be redeemed in full in the event of accelerated liquidation of the Fund in the cases and according to the terms established in section II.11 of this Prospectus.

Effects of the subscription for the holders of the Bonds:

The subscription of the Bonds implies for each Bondholder acceptance of the terms of the Deed of Formation.

II.18.2 Legal status of the Bonds to be issued

The Bonds object of this issue have the following legal status, to the effect that they may be subscribed by certain investors:

- i) The Series A1, A2, A3G and A3S Bonds, that form the Class A, meet the selection criteria to be admitted as guarantee assets in operations with the Central European Bank.
- ii) They are suitable for investment by insurance entities in fulfilment of their obligations about technical reserves, in accordance with article 50.5 of the Regulation for the Arrangement and Supervision of Private Insurance (Reglamento de Ordenación and Supervisión de los Seguros Privados) approved by Royal Decree 2486/1998, of November 20.
- iii) They are suitable for the investment of the Technical Provisions Fund of the Mutual Guarantee Schemes, in accordance with Law 1/1994, of March 11 on the Legal Regime of the Mutual Guarantee Schemes, and Royal Decree 2345/1996, of November 8, relating to the administrative authorisation rules and solvency requirements for the Mutual Guarantee Schemes.
- iv) They are suitable for the investment of Pensions Funds in accordance with the provisions of article 34 of Royal Decree 1307/1988, of September 30, by which the Regulation for the Pensions Plans and Funds (Reglamento de Planes y Fondos de Pensiones) is approved.
- v) They are suitable for the investment of the patrimony of the Collective Investment Institutions in accordance with the particular rules established for each of them by articles 4, 10, 18, 25 of Law 46/1984, of December 26, regulating the Collective Investment Institutions, and in its subsequent development regulations, and with Royal Decree 91/2001, of February 2, by which Royal Decree 1393/1990, of November, is partially modified.
- vi) The Series A3G Bonds are suitable for the investment of the Movables Investment in State Debt Funds “Fondtesoro Renta FIM”, Monetary Market State Debt Related Assets Investment Funds “Fondtesoro Renta FIAMM” and Movables Investment in State Debt Funds “Fondtesoro Plus FIM”, all of which in the terms provided for in the Order of May 28, 1999, which modifies the Order of June 7, 1990, on the rules about subscription of Collaboration Covenants relating to Funds for the Investment in State Debt.

II.18.3 Date or Subscription or acquisition period.

The subscription period for all Series (the “**Subscription Period**”) will last two (2) hours, between 12:00 hours and 14:00 hours (CET) of the day December 2, 2003.

II.18.4 Where and before whom can the subscription or acquisition be transacted.

The subscription requests, in order to be considered, must be made by any legally admitted means during the Subscription Period established in the previous section, to J.P Morgan Securities Ltd. in its capacity as underwriting and brokerage entity of the Bonds issue (the “**Underwriting and Brokerage Entity**”), in accordance with the procedures established below in this section II.18.

The subscription or holding of Bonds of one Series does not imply the subscription or holding of Bonds of any other Series.

II.18.5 Brokerage and allotment of the securities.

The Brokerage of the Bonds issue will be made as detailed below:

	N^{br} Bonds	Face Value
Series A1	1,850	185,000,000
Series A2	899	89,900,000
Series A3G	2,235	223,500,000
Series A3S	560	56,000,000
Series B	378	37,800,000
Series C	78	7,800,000
Total	6,000	600,000,000

The Underwriting and Brokerage Entity will freely proceed to the acceptance or not of the subscription requests received, ensuring in all cases that there is no discriminatory treatment among requests with similar characteristics. Notwithstanding, the Underwriting and Brokerage Entities may give priority to the requests of those among their clients that they deem more appropriate and even subscribe for their own account each of the Bonds Series in full or in part.

The Underwriting and Brokerage Entity undertakes to subscribe in its own name, at the end of the Subscription Period, the amount of Bonds necessary to complete the amount of its underwriting commitment as determined in section II.19.1 of the present Chapter.

J.P Morgan Securities Ltd. intends to place among third parties the Bonds that are the object of its underwriting commitment as determined in section II.19.1 of the present Chapter, regardless of which it will subscribe for its own account the Bonds that may have not been subscribed by third parties during the Subscription Period, until completing the amount of its underwriting commitment.

II.18.6 Form and dates for effecting the disbursement.

The investors to whom the Bonds are allotted, shall pay to the corresponding Underwriting and Brokerage Entity on date December 4, 2003 (the “**Disbursement Date**”), prior to 12:00 hours (CET), with value that same day, the issue price (100% of their face value) corresponding to each Bond allotted for subscription.

II.18.7 Form and time of provision to the subscribers of copies of the subscription bulletins or provisional vouchers thereof, specifying their negotiability and maximum period of validity.

The Underwriting and Brokerage Entity will provide to the subscribers of the Bonds a documentary proof of the subscription by them of the Bonds allotted, as well as of the effective amount disbursed by them for said subscription, without prejudice to title over the Bonds being verified by means of the corresponding entry in the accounting registry.

Said documentary proof will not be negotiable and will be valid for the verification of the subscription of the corresponding Bonds until the entry is made in the accounting registry as provided for in section II.5 of the present Prospectus.

II.19 Entities participating in the brokerage or marketing, indicating their different roles, with a description of the same in a concrete manner. Global amount of the fees agreed among the different distributors and the Management Company.

II.19.1 Underwriting and Brokerage Entities of the Bonds Issue.

J.P Morgan Securities Ltd will participate as Underwriting and Brokerage Entity of the Bonds Issue, subject to the conditions included in section II.19.3 and in this section in accordance with the Direction, Underwriting and Brokerage of the Bonds Issue Contract. J.P. Morgan Securities Ltd will be the Brokerage Entity in charge of the subscription order book for the Bonds (Sole Bookrunner).

The Underwriting and the Brokerage will be carried out in full by J.P. Morgan Securities Ltd in accordance with the Direction, Underwriting and Brokerage Contract.

The Underwriting and Brokerage Entity will not receive any commission for the underwriting and brokerage of the Bonds.

II.19.2 Direction Entities of the Bonds Issue.

InverCaixa Valores, S.V., S.A will participate as Direction Entity of the Bonds Issue.

Reproduced below is the statement by the Direction Entity signed by an individual with sufficient representation powers, in accordance with the provisions of number 2 of article 31 of Royal Decree 291/1992, of March 27, on issues and public sale offerings of securities, as amended in its redaction by Royal Decree 2590/1998, of December 7, and in accordance with the provisions of number 3 or article 20 of the said Royal Decree 291/1992:

Declaration by INVERCAIXAVALORES, S.V., S.A.

Mr. Antonio Truan Laka, acting as the Managing Director of InverCaixa Valores S.V., S.A. with DNI14.946.137-R, in the name and representation of InverCaixa Valores S.V., S.A., domiciled for these purposes in Barcelona, Avda. Diagonal, 621-629 and, duly authorised for the purposes hereof, and in relation to the formation of FONCAIXA FTPYME 1, FONDO DE TITULIZACIÓN DE ACTIVOS and issue of Bonds against the same, for an amount of six- hundred- million (600,000,000) euro, whose communication for registration in the National Securities Market Commissions, has been filed on November 7, 2003, in compliance with Royal Decree 291/1992, of March 27, on issues and public sale offerings of securities, as amended in its redaction by Royal Decree 2590/1998, of December 7,

DECLARES

That the necessary verifications to check the veracity and comprehensiveness of the information contained in the Prospectus have been conducted.

That, as a consequence of such verifications, no circumstances are observed that would contradict or alter the information included in the Prospectus, and that this does not omit significant facts that might be relevant for the investor.

And to evidence it, for the appropriate purposes, makes the above statement in Barcelona, on November 2003.

Enclosed as Appendix 7 to the present Prospectus are photocopies of the letter from InverCaixa Valores, S.V., S.A, in which the above statement is made.

The Direction Entity will not receive any remuneration for the direction of the Bonds Issue.

II.19.3 Entities that underwrite the issue, with a description of the characteristics of the relationship or Direction, Underwriting and Brokerage Contract, guarantees required from the issuer or offeror, types of risk assumed, type of consideration that the underwriter undertakes to provide in case of non-fulfilment, and other relevant elements.

The Management Company, in representation and for the account of the Fund, will execute a Direction, Underwriting and Brokerage of the Bonds Issue Contract with IverCaixa Valores, S.V., S.A and JP Morgan Securities Limited, as Direction Entities and Underwriting and Brokerage Entities.

The Underwriting and Brokerage Entity of the Bonds Issue assumes the obligations contained in the Direction, Underwriting and Brokerage Contract and that basically are the following: 1) undertaking to subscribe for its own account the Bonds that were not subscribed by third parties during the Subscription Period up to the amount of its underwriting; 2) seek the brokerage by means of subscription by third parties to the Bonds Issue; 3) payment to the Paying Agent prior to 11:30 hours (CET) of the Disbursement Date, value in that same date, of the face value of the Bonds corresponding to their respective underwriting commitment, the Paying Agent proceeding to pay to the Fund before 14:00 hours (CET) of the same day, value in that same date, the amount paid to it by the Underwriting and Brokerage Entities; 4) commitment to pay the default interest agreed in the contract for the event of delay in the payment of the amounts due; 5) provision to the subscribers of documentary proof of the subscription; 6) provision to the Management Company of the information about the circulation achieved in the Brokerage of the Bonds Issue; and 7) the remaining aspects that regulate the underwriting and the brokerage.

The underwriting commitment of the Underwriting and Brokerage Entity is specified in section II.19.1 of this Prospectus. The Underwriting and Brokerage Entity will not receive any Underwriting and Brokerage commission.

InverCaixa Valores S.V., S.A., will participate in the Bonds Issue as Direction Entity. This shall not receive any remuneration for the direction of the Bonds Issue.

The Direction, Underwriting and Brokerage Contract will be terminated for all legal purposes in the event that the Rating Agencies did not confirm prior to the start of the Subscription Period, as final, the provisional ratings granted to each of the Series.

II.19.4. Pro rata allotment in the Brokerage, manner of the same, date of its making, manner of the publication of its results and, if appropriate, refund to the petitioners of the amounts paid that should exceed the price of the securities allotted, as well as the compensation for the interest that may apply.

Not applicable.

II.20. Time and manner forecasted for the provision to the subscribers of the certificates representative of the subscription of the securities.

The Bonds, represented by book entries, will be constituted as such by virtue of their registration in the corresponding accounting registry, in accordance with the provisions of Royal Decree 116/1992, and, also, with the usual time limits and procedures of the entity in charge of it, Iberclear.

II.21. National Legislation under which the securities are created and indication of the competent jurisdictional organisms in case of litigation.

The formation of the Fund and the issue of the Bonds is made under the coverage of the provisions of the Order of December 28, 2001, and they will be subject to (i) the Deed of Formation; (ii) Royal Decree 926/1998 and subordinated dispositions; (iii) Law 19/1992, for issues not contemplated in Royal Decree 926/1998, and in so far as it may be applicable; (iv) the Securities Markets Law; and (v) the rest of current legal and regulatory dispositions that may be applicable from time to time.

The Deed of Formation and the contracts for operations for financial risk coverage and for the provision of services that the Management Company will enter into for the account of the Fund will be regulated and interpreted in accordance with Spanish Law.

All questions, discrepancies, disputes and claims that may derive from the formation, administration and legal representation of the Fund and of the Bonds Issue against it by the Management Company, will be dealt with and judged by the competent Spanish Courts and Judges.

The holders of the Bonds and the rest of the creditors of the Fund will have no remedies against the Assigned Debtors of the Loans that may have defaulted in their payment obligations, it being the Management Company, as representative of the Fund, the one entitled to exercise such action.

The holders of the Bonds and the rest of creditors of the Fund will have no more remedies against the Management Company than the action derived from the non-fulfilment of its obligations and, therefore, never as a consequence of the existence of default in payments or prepayment of the Loans, of the default of the counterparts in the operations contracted for in the name and for the account of the Fund, or for the insufficiency of the protective financial operations to attend to the financial service of the Bonds of each Series. Such actions must be resolved upon in the ordinary declaratory action that may be applicable by reason of the amount of the claim.

II.22. Tax Regime on the income derived from the offered securities

Personal taxation over the income derived from the offered securities, differentiating resident subscribers from non-resident.

The following is a brief extract of the current tax regime applicable to the investments derived from the present offer, for which purpose exclusively the current state legislation is being considered, as well as the general aspects that may affect investors, who should take into account both their possible special fiscal circumstances, and the legislation of territorial application as well those that are current at the time of the corresponding income receipt and declaration.

Given that the present offer will be represented by book entries and that admission to trading and quoting thereof will be sought in an official Spanish securities secondary market, being these relevant circumstances at the time of determining their taxation, it has been assumed that these conditions will be met. Likewise, it has been considered that the Bonds, at the moment of their issue, will have the consideration of financial assets with explicit return, in so far as this qualification may be fiscally relevant.

The withholding, contributions and taxes established or that may be established in the future over the principal, the interest or the return of the Bonds will be borne by their holders, and the amounts thereof will be deducted in the legally established manner.

Lastly, the tax treatment analysed here is of a general character, and therefore the taxation applicable to income obtained through entities under the regime of income allocation has not been included.

II.22.1 Individuals and entities resident in Spain

Personal Income Tax.

The holders of the Bonds considered subject to the Personal Income Tax (Reglamento de Planes y Fondos de Pensiones) (“IRPF”), as much in regard to the payment of interest (coupons), as on occasion of transfer, redemption or amortisation of the same, will have considered as investment income the income obtained from the assignment of their own assets to third parties in the terms of article 23.2 of Law 40/1998, of November 9, on the Personal Income Tax and Other Tax Regulations (Reglamento de Planes y Fondos de Pensiones).

On the other hand, in case of the transfer, refund or amortisation of the Bonds, the difference between the value of the transfer, refund or amortisation (minus the accessory transfer expenses) and their price of acquisition or subscription (incremented with the accessory acquisition expenses) will be deemed as income return from movable assets. Notwithstanding, the negative return derived from the transfer of the Bonds,

when the tax subject has acquired other homogeneous financial assets within the two months prior to or following such transfer, will be integrated in the same measure as are transferred the financial assets that remain in the patrimony of the taxpayer.

The net return of the movable capital will be determined by deducting the total administration and deposit expenses of the Bonds from the total income, provided always that the said expenses are not incurred in consideration for a discretionary and individualized management of the investment portfolio. Income derived from the transfer, refund or amortisation of Bonds that have remained in the patrimony of the investor for a period of time longer than two (2) years, will be reduced by 40%.

The income obtained as payment of interest will be subject to (15) percent withholding tax on account of IRPF for the receiver, in accordance with the dispositions of Royal Decree 214/1999, of February 5, by which is adopted the Regulation of the Personal Income Tax (Reglamento del Impuesto sobre la Renta de las Personas Físicas) "RIRPF").

No obligation exists to make any withholding tax retention on the income derived from the transfer or redemption of the Bonds, since these are represented by book entries and negotiated in a Spanish official securities secondary market, provided that accounts contracts are formalised based on transactions over such securities. On the other hand, withholding will apply to the part of the price equivalent to the coupon accrued in transfers made within the thirty (30) days immediately before the maturity of the coupon when (i) the acquirer is an individual or non-resident entity in Spanish territory, or is subject to Corporations Tax, and (ii) the explicit income derived from the transferred securities are exempted for the acquirer from the withholding tax obligation.

Corporations Tax.

Income, both by way of interest and on occasion of the transfer, redemption or amortisation of the Bonds obtained by entities considered subject to Corporations Tax will be integrated in the tax base in the manner established in Title IV of Law 43/1995, of December 27, of the Corporations Tax.

Said income will be exempted from withholding tax retention in accordance with the provisions of article 57.q) of Royal Decree 537/1997, of April 14, by which the Regulation to the Corporations Tax (Reglamento del Impuesto sobre Sociedades) is approved, there existing a withholding obligation only in the case of formalising accounts contracts over the said securities. In accordance with the Ministerial Order of December 22, 1999, the procedure for effecting the exclusion from withholding tax retention or payment on account of the interests of the financial assets that are represented by account entries and that are traded in an Spanish official securities secondary market will be subject to the following requirements:

1. The Management Company, in the name and on behalf of the Fund as issuing entity, will pay to the depositary entities, upon each maturity of the coupons, directly or through the Paying Agent, the net amount resulting from the application of the general retention rate current as at that date, to the whole of the interest.
2. Before day 10 of the month following that of maturity of each coupon, the depositary entities must submit to the Management Company a detailed list of the holders subject to Corporations Tax or tax-payers for the Non-Residents Income Tax due to the obtaining of income with a permanent establishment with their identity data (company name, domicile, NIF and ISIN code of the securities), the number of securities they hold at the date of maturity of each coupon, the corresponding gross return and the amount withheld.
3. The Bondholder subject to Corporations Tax or tax-payers for the Non-Residents Income Tax due to the obtaining of income with a permanent establishment, must prove such circumstance before the depositary entities of the securities before day 10 of the month following the month of the maturity of the coupon, to the end that the depositary entities may produce the list indicated in the previous section.
4. The Management Company, as soon as it receives the detailed list of the holders subject to Corporations Tax or tax-payers for the Non-Residents Income Tax due to the obtaining of income with a permanent

establishment, will pay immediately, directly or through the Paying Agent, to the depositary entities, the amount withheld on account of said subjects or tax-payers.

5. The depositary entities will immediately pay, for the account of the issuing entity, the amount withheld to the holders subject to Corporations Tax or tax-payers for the Non-Residents Income Tax due to the obtaining of income with a permanent establishment.

II.22.2 Individuals or juridical persons non-resident in Spain.

Income obtained by the holders of the Bonds subject to Non-Residents Income of Tax, both by way of interest and on occasion of the transfer, redemption or amortisation of the same, will be deemed as income obtained in Spain, with or without permanent establishment, in the terms of articles 11 and 12 of Law 41/1998, of December 9, on the Non-Residents Income Tax and Tax Duties (Impuesto sobre la Renta de no Residentes y Normas Tributarias)(hereinafter “Law 41/1998”).

Income obtained through a permanent establishment

The income from the Bonds obtained by the holders of a permanent establishment in Spain will be taxed in accordance with the rules of Chapter III of the said Law 41/1998. Said income will be subject to withholding tax retention or payment on account of the Non-Residents Income Tax in the same cases and conditions that have been mentioned for those residents in Spain subject to the Corporations Tax

Income obtained without a permanent establishment

Income from the Bonds obtained by individuals or non-resident entities in Spain acting without a permanent establishment, will be taxed in accordance with the rules of Chapter IV of the said Law 41/1998, of which regime, and although the provisions of the Treaties to avoid double taxation signed by Spain may determine the non-taxation of the of the corresponding income or, as the case may be, the application of reduced tax rates, the following notions can be highlighted:

- The tax base will be quantified as the total amount of income obtained, calculated in accordance with the provisions of Law 40/1998, not being applicable for this purpose the reductions established in the said Law.
- In the case of transfer, redemption or amortisation, the accessory expenses of acquisition and sale will be taken into account, in so far as they are adequately justified. The taxation will be made separately for each accrual, total or partial, of income subject to taxation, no compensation among them being possible.
- The tax will be in principle calculated by applying to the tax base corresponding to the interest and income from the Bonds, a fifteen (15) percent (100) rate.
- Income derived from the Bonds, both by way of interest and on occasion of their transfer, redemption or amortisation, by non-resident individuals or entities in Spain, will be exempt when the receiver is a resident of another European Union member State and the said income is obtained without a permanent establishment.
- Income derived from the transfer of the said securities made in any of the Spanish secondary official securities markets, obtained by non-resident individuals or entities without a permanent establishment in the Spanish territory, which are residents in a State that has signed a Treaty with Spain to avoid double taxation, that includes a clause for the exchange of information, will also be exempt.
- In no case will these exemptions be applicable when the income is obtained through the countries or territories legally qualified as tax havens.
- The application of any exemption or reduced tax rate established in the internal regulations or in a Treaty signed by Spain, will require due accreditation of the fiscal residence of the investor in the established

manner.

- However, coupons derived from the Bonds are, in principle, subject to withholding tax retention, save accreditation of the applicability of the exemption or of payment of the Tax. The amount to be withheld is equivalent to that of the definitive Tax.
- In accordance with Ministerial Order of April 13, 2000, for the purposes, only in the case of coupons, of applying the withholding tax exemption or the withholding tax retention at a reduced rate by means of the application of the tax limits established in the double-taxation Treaties, the procedure will be as follows:
 - 1 The Management Company, will transfer directly or through its Paying Agent, on each date of maturity of the interest, to the depositary entities, the net amount resulting from the application of the general withholding tax retention rate current as of that date, in accordance with the dispositions regulating the Personal Income Tax and the Corporations Tax, to the whole interest.
 - 2 Prior to day 10 of the month following that of maturity of the coupon or distribution of the dividend, the depositary entities shall submit to the management entity, for each value code/issue and maturity date/distribution, a detailed list of the holders subject to the Non-Residents Income Tax by reason of obtaining income within the Spanish territory without having a permanent establishment, which shall contain the following data:
 - (a) ISIN Code of the Bonds, configured according to Technical Rule 1/1998, of October 8, of the CNMV;
 - (b) Type of return (interest or dividend);
 - (c) Maturity/distribution Date;
 - (d) Tax identification number of the securities, should they have it;
 - (e) Type of person: juridical or individual;
 - (f) Code of the country of tax residence, in accordance with the list of countries and territories codes referred to in additional disposition fourth of the Order of December 9, 1999, approving form 216, in pesetas and in euro, for the declaration-payment document for payment of retentions and payments into account made with regard to certain income subject to the Non-Residents Income Tax obtained by subjects to the said Tax without a permanent establishment, and as a an annual summary, form 296, for withholdings and payments into account made in relation with the said income as well as certain disposition relating to accounts of non-residents.
 - (g) Surname and name or company name;
 - (h) Domicile;
 - (i) Number of Bonds held at the date of maturity/distribution;
 - (j) Total gross return for each holder; and
 - (k) Excess amount withheld to each holder.
 - 3 The holders of the Bonds shall have their right to the application of the taxation limits of a Treaty or to the exclusion of withholding tax retention accredited to the depositary entities. The depositary entities will prepare the list indicated in the previous paragraph including the holders of the securities that have their right accredited at the time of submission of the list to the management entity.
 - 4 The Management Company, as soon as it receives the detailed list of holders subject to the Non-Residents Income Tax by reason of the obtaining of income within the Spanish territory without having a permanent establishment referred to in number 2, will immediately transfer, directly or through its Paying Agent, to the depositary entities, the amount retained to the taxpayers with the right to apply the exclusion from withholding tax retention or the amount withheld in excess over the taxation limits established in Treaties with regard to those tax subjects with the right to the application of the same.
 - 5 The depositary entities will immediately pay, for the account of the Management Company, the amount retained, or if appropriate, the amount retained in excess, to the subjects to the Non-

Residents Income Tax by reason of obtaining income within Spanish territory without having a permanent establishment.

- 6 For the purposes of accrediting the right to the practice of withholding tax retention with application of the taxation limits of a Treaty or the exclusion thereof, the tax subjects shall justify their fiscal residence by means of the following documentation:
 - When the retention exclusion is caused by the application of the Spanish internal legislation, by means of a residence certificate issued by the fiscal authorities of the country of residence.
 - When the retention exclusion or the retention practiced at a reduced rate in application of a Treaty with a certificate issued by the corresponding fiscal authority, which will expressly state that the tax subject is a resident in the sense defined in the Treaty. Notwithstanding, when the retention is practiced by applying a taxation limit fixed in a Treaty developed by means of an Order in which the use of a specific form is established, it will be justified by means of the same instead of by the certificate.

The residence certificates referred to in the previous paragraphs will have a validity of one year.

- On the other hand, and independently of their taxability or not by the Tax, the income derived from the transfer or redemption of the Bonds will not be subject to withholding tax retention, given that they are Bonds with explicit return represented by book entries and traded in a Spanish official secondary securities market, in the terms and conditions provided for by article 70.3 f) of the RIRPF, by express remission of article 14.3. b) of the Regulation to the Non-residents Income Tax. All of it, without prejudice to the joint and several responsibility that may be incurred by the depositary or management entity for the Bonds, and of the eventual Tax declaration and payment obligations for the non-resident holder.

II.22.3 Indirect Taxation over the transfer of the Bonds.

The transfer of movable securities is exempt from the Tax on Patrimonial Transfer and Documented Legal Acts (Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados), and from the Value Added Tax ().

In conformity with the provisions of article 20.Uno.18.e) of Law 37/1992, of December 28, of the Value Added Tax, the assignment of loans or credits to the Fund will be exempt from this Tax.

II.22.4 Patrimony Tax.

Individuals who are subject to the Patrimony Tax because of personal obligation, who hold Bonds on December 31 of any given year and are obligated to present a declaration for this tax, will integrate the Bonds into the tax base of the Patrimony Tax according to the fourth quarter average trading value of each year.

Non-resident individuals that are passive subjects to the Tax through real obligation, will also be subject to Patrimony Tax, except for as foreseen in or without prejudice to the Treaties to avoid double taxation. Nevertheless, residents of other European Union member States will be exempt insofar as the return of the Bonds is exempt under the Non-Resident Income Tax, according to the terms previously set forth.

II.22.5 Inheritance and Gift Tax.

The transfer of the Bonds by reason of death or in favour of natural persons is subject to the general rules of the Inheritance and Gift Tax Law (Impuesto sobre Sucesiones y Donaciones). In the event the beneficiary is

a company, the income obtained shall be taxed in conformity with the rules of the Corporations Tax or, in the case of a non-resident entity, according to the rules of Non-resident Income Tax Law.

II.23. Purpose of the transaction.

The net amount of the Bonds Issue will be destined in full to the payment to “la Caixa” of the price for the acquisition of the Non-Mortgage Loans and the subscription of the Mortgage Transfer Certificates by the Management Company in representation of the Fund for the pooling into the assets of the same.

II.24. Entities that, if applicable, have agreed to participate in the secondary trading, giving liquidity by offering a consideration, indicating the extent of their intervention and the form it will take.

There are no agreements with any entity so that it participates in the secondary market of the Bonds, facilitating their liquidity by offering a consideration.

II.25. Individuals or juridical persons that have had a relevant participation in the design of or advice for the formation of the fund or in any of the significant information contained in the Prospectus, included, if applicable, the brokerage advice

II.25.1. List of the persons, both juridical and individuals

- a) GESTICAIXA, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A. is the Management Company of the Fund.
- b) CAIXA D’ESTALVIS I PENSIONS DE BARCELONA” is the Assignor of the Assigned Assets pooled into the Fund.
- c) JP MORGAN SECURITIES LIMITED, participates as Underwriting and Brokerage Entity of the Bonds Issue. J.P. Morgan Securities Ltd will be the brokerage entity in charge of the subscription order book for the Bonds (Sole Bookrunner).
- d) INVERCAIXA VALORES, S.V., S.A, participates as Direction Entity of the Bonds Issue.
- e) CLIFFORD CHANCE, S.C., participates as independent legal adviser, having provided legal advice to the Management Company for the legal structure of the transaction.
- f) CAIXA DESTALVIS I PENSIONS DE BARCELONA participates as Paying Agent of the Bonds Issue.
- g) DELOITTE & TOUCHE ESPAÑA, S.L. participates as auditor for the verification of certain attributes of the selection of loans to be assigned to the Fund upon its formation

II.25.2. Declaration of the person responsible for the Prospectus in the name of the Management Company, regarding whether he knows any type of tie (political rights, work-related, family, etc.) or economic interests of said experts, consultants, or any other intervening entities, either with the Management Company or with the former holders of the assets (Assigned Assets) acquired by the Fund.

“Mr. Xavier Jaumadreu Patxot, in name and representation of GESTICAIXA, SGFT, S.A, with registered office in Barcelona, Avenida Diagonal, 621-629, and in relation to the formation of the “Fondo de Titulización de Activos GC FTPYME PASTOR” and the issue of bonds against it, for the amount of six-hundred-million (600,000,000) euro, whose presentation for registry with the National Securities Market Commission has been registered with the date of November 7, 2003, in compliance

with that set forth in section II.25.2 of Circular 2/94, of March 16, of the National Securities Market Commission (in development of the Order of July 12, 1993, that, in turn, develops Royal Decree 291/92, of March 27th),

DECLARES

That Caixa d'Estalvis i Pensions de Barcelona, through the company CaixaHolding, S.A., have an indirect share (that results in the control) of 96.4 % of the share capital of GestiCaixa, Sociedad Gestora de Fondos de Titulización, S.A..

That there exists no other type of link (voting rights, work related, family, etc.) or economic interest between the Management Company and/or the assignor with the experts that have participated in the design or advice for the formation of the Fund, or of some relevant information contained in the Prospectus, other than the strictly professional.

II.25.3 Declaration of the Assignor

Declaration of "la Caixa"

D. Jesús Escolano Cebolla, with D.N.I. number 3.040.424-P and in name and representation of Caixa d'Estalvis i Pensions de Barcelona, with domicile in Barcelona, Avenida Diagonal 621-629, duly authorised in the affect by virtue of the agreements adopted in the Consejo de Administración celebrated July 24, 2003, in relation to the formation of FONCAIXA FTPYME 1, F.T.A. FONDO DE TITULIZACIÓN DE ACTIVOS and issue of Bonds against the same, for an amount of six-hundred-million(600,000,000) euro, whose communication for the registry in the National Securities Market Commission has been registered with the date of November 7, 2003, in fulfilment of Circular 2/1994, of March 16, of the National Securities Market Commission,

DECLARES

- I. *That the statements relating to the Loans and the Mortgage Transmission Certificates and Non-Mortgage Loan, contained in section IV.1.1 of the Prospectus, are true*
- II. *That the above statements will be declared to the Management Company, in representation of the Fund, in the Deed of Formation of the same*
- III. *That the verifications necessary to check the veracity and integrity of the information contained in the Prospectus relative to the portfolio of loans selected that for the most part will be assigned to the Fund in the Deed of Formation, constituting the Mortgage Loans object of the issue of the Mortgage Transmission Certificates and the Non-Mortgage Loan directly assigned*
- II. *That, as a consequence of these verifications, there is no indication of circumstances that contradict or alter the information collected in the Prospectus, nor does this omit significant acts or data that could result to be relevant to the investor.*

And so that it will be legally noted for the pertinent legal purposes, makes this declaration in Barcelona, on November 20, 2003.

CHAPTER III

INFORMATION ON THE GENERAL CHARACTER OF THE ASSETS SECURITISATION FUND

III.1 Regulating regime, complete name of the Fund and, in its case, abbreviated or commercial denomination foreseen for its identification for its securities in the secondary markets, and purpose of the same.

The formation of the Fund and the issue of the Bonds against the same will take place within the scope of that foreseen in the order of December 28, 2001, and will be subject to (i) the Deed of Formation; (ii) Royal Decree 926/1998 and regulations that it develops; (iii) Law 19/1992, in so far as that not contemplated in Royal Decree 926/1998 and as such resulting to be applicable; (iv) the Securities Market Law (Ley del Mercado de Valores), in reference to the supervision, inspection and sanction; and (v) the remaining legal rules and regulations in effect that could result to be of application in any given moment. The denomination of the Fund is “FONCAIXA FTPYME 1 FONDO DE TITULIZACIÓN DE ACTIVOS” and for its identification, the following abbreviated denominations can also be used indistinctly:

- FONCAIXA FTPYME 1 FTA
- FONCAIXA FTPYME 1 F.T.A.

The Fund is formed with the purpose of serving as a vehicle for the acquisition of Assigned Assets by “la Caixa” and the issue of the Bonds against the same.

Registry.

The Fund formation and the issue of Bonds against the same will be subject to the prerequisite of registration in the official registers of the CNMV, in conformity with that set forth in article 5.1.a) of Royal Decree 926/1998 and articles 26 and following of the Securities Market Law.

There does not exist any exemption to the requirements of article 10 of Royal Decree 926/1998.

Formation.

Subsequent to the date of registry with the National Securities Market Commission of the present informative prospectus and before fifteen (15) Business Days following, without having yet opened the Bonds Subscription Period, the Management Company together with “la Caixa”, as Assignor of the Assigned Assets to be acquired by the Fund, will proceed to grant the Deed of Formation of the Fund in the terms foreseen by the Royal Decree.

The Deed of Formation will serve to the effects foreseen by article 6 of the Securities Market Law and will be, accordingly, the deed of Bonds issue and the deed in which it figures the representation of the Bonds through account records.

Mercantile Registry

It is made known that neither the Fund formation, nor the Bonds that are issued against its assets, will be the object of inscription in the Mercantile Registry.

III.2. Legal nature of the Fund

The Fund, in conformity with article 1 of Royal Decree 926/1998, constitutes a separate patrimony, lacking legal personality, and will have a closed character, in conformity with article 3 of Royal Decree 926/1998, integrated, in regard to its assets, by the Assigned Assets that are pooled in the moment of the formation and, in so far as its liabilities, by the Bonds it issues and by the participative Loan, in such a way that the net patrimonial value of the Fund is null. Additionally, the Fund arranges the Subordinated Credit, the Finance Interest Swap, the State Warrantee and the Liquidity Line that figure in the order accounts.

In conformity with section four of the fifth additional disposition of Law 3/1994, of April 14, by which Spanish legislation is adapted in matter of credit entities to the Second Directive for Banking Coordination

and which introduces other modifications relative to the financial system, in case of bankruptcy or suspension of payments of the Assignor, the business of assignment to the Fund of the Assigned Assets will only be disputable within the scope of the second paragraph of article 878 of the Commercial Code through action exercised because of evidence of bankruptcy, in the case that the existence of fraud is demonstrated, the Fund enjoying the right of absolute separation in the terms foreseen by articles 908 and 909 of the Commercial Code.

The Legal Maturity Date of the Fund will coincide with the date which falls thirty-six (36) months after the Final Maturity Date, and in any event, on September 15, 2036, or the following Business Day, without prejudice to the option of early redemption of the issue by the Management Company as foreseen by section II.11 of this Prospectus.

The patrimonial elements that integrate the assets and liabilities of the Fund, and the operations of risk coverage and of services that are arranged by the same are determined later in this section.

III.2.1. Assets of the Fund

The assets of the Fund will be composed of:

a) At their formation (until the disbursement date included)

- (i) The Outstanding Balance of the Assigned Assets by “la Caixa” and pooled in the Fund, that are detailed in Chapter IV of this Prospectus.
- (ii) The amount charged for the outlay of the underwritten subscription of each one of the Bonds Series.
- (iii) The initial expenses of the Fund formation and the issue of the activated Bonds.
- (iv) The balance existing in the Treasury Account under the Contract of Deposit with Guaranteed Interest Rate (Treasury Account) formed by the quantities obtained from the Subordinated Loan, that is established in section V.3.5 of this Prospectus.

b) During the life of the Fund

- (i) The outstanding balance of the principal of the Assigned Assets as a consequence of the amounts redeemed.
- (ii) The ordinary interest and accrued interest not collected of the Assigned Assets that correspond to those applicable to the Loans.
- (iii) Likewise, in relation to the Assigned Assets, any quantities, goods or assets received in payment of principal, interest or expenses of the Assigned Assets, by judicial or extrajudicial enforcement of the mortgage guarantees or for the sale or exploitation of the real estate adjudicated to the Fund in execution of the mortgage guarantees, or in the interim administration and possession of the real estate (in process of enforcement), acquisition at the auction price or by the amount determined by judicial decision. Equally all the remaining rights conferred to the Fund through the assignment of the Loans.
- (iv) The amounts to be received through the Interest Finance Swap that are established in section V.3.6 of this Prospectus.
- (v) In its case, the amounts available from the Participative Loan and the Liquidity Line.
- (vi) In its case, the amounts received for the execution of the State Warrantee that are established in section V.3.4 of this Prospectus.

- (vii) The remaining existing balances in the Treasury Fund under the Contract of Deposit with Guaranteed Interest Rate (Treasury Account) and their interest.
- (viii) The balance existing in the Amortisation Account under the Contract of Deposit with Guaranteed Interest Rate (Amortisation Account) and its interest, according to that established in section V.3.2 of this Prospectus.
- (ix) The balance pending amortisation of the initial expenses of the formation of the Fund and issue of the Bonds.
- (x) Any other quantity received in relation to the other contracts formalized by the Management Company through the Fund.

III.2.2. Liabilities of the Fund

The liabilities of the Fund will be comprised of:

a) At its formation (until the disbursement date included)

- (i) The total amount of the Bonds Issue that exceeds six-hundred-thousand (600,000,000) euros nominal value, comprised of 6,000 Bonds represented by account records, grouped into three Classes composed of six Series of Bonds, according to that established in chapter II of this Prospectus.
- (ii) The amount to be paid to “la Caixa” for the acquisition of the Assigned Assets.
- (iii) The debt in concept of the initial expenses of the Formation of the Fund and the Bonds Issue.
- (iv) The amount of the Subordinated Loan that is established in section V.3.5 of this Prospectus.

b) During the life of the Fund

- (i) The amount of the Principal Pending Payment of the Bond of each one of the Series and the periodic interest accrued and not due and the interest due and not paid.
- (ii) The principal pending reimbursement and the periodic interest accrued and not due of the Subordinated Loan and the interest due and not paid.
- (iii) In the case of withdrawal, the principal pending reimbursement and the periodic interest accrued and not due to the Participative Loan and the interest due and not paid.
- (iv) The amounts to be paid for the Interest Finance Swap established in section V.3.6 of this Prospectus.
- (v) The available amount, in its case, of the State Warrantee pending refund.
- (vi) In the case of withdrawal, the principal pending reimbursement and the periodic interest not due of the Liquidity Line that is established in section V.3.7.
- (vii) The periodic balance by the commissions and other expenses established in the diverse contracts of operation, as any other that could be incurred by the Fund.

III.2.3. Funding of the Fund for Amortisation of Principal in each Payment Date

The Funding of the Fund for Amortisation of Principal will be realised in accordance with that established in section II.11.3.1.7. of the Present Prospectus.

III.2.4. Reserve Fund

The Management Company will establish a Reserve Fund charged with the disposal of the amounts available to the Participative Loan and, in its case, the amounts available from the same when they be reimbursed, corresponding to the date in which this disposal takes place according to that established in section V.3.3 of the present Prospectus.

III.2.5. Operations of risk coverage and services

With the goal of consolidating the financial structure of the Fund, of augmenting the security or regularity of the payment of the Bonds, of covering the temporary lags between the calendar of the flow of principal and interest of the Assigned Assets and that of the Bonds, or, in general, transforming the financial characteristics of the Bonds issued, as well as complementing the administration of the Fund, the Management Company, in representation of the Fund, will proceed in the act of bestowing the Deed of Formation, to formalise the contracts that are enumerated below, in conformity with article 6 of Royal Decree 926/1998 and Law 19/1992.

The Management Company will, with the object of carrying out the operation of the Fund in the terms foreseen in the Deed of Formation and in the law applicable in each moment, acting in representation and on behalf of the Fund, extend or modify the contracts that have been undersigned in name of the Fund, substitute each of the providers of services to the Fund by virtue of the same and even, where necessary, make additional contracts; all of this subject to the applicable legislation in effect at any given moment, to the prior authorisation, where necessary, of the CNMV, or other competent administrative organism, and its notification to the Rating Agencies, always where such actions do not prejudice the interests of the holders of the Bonds.

In case such action will require the modification of the Deed of Formation, section III.7 of present Prospectus will be applied.

The transactions for the coverage of financial risk and the rendering of services that are arranged on behalf of the Fund are:

- (i) Contract of Deposit with Guaranteed Interest Rate (Treasury Account)
- (ii) Contract of Deposit with Guaranteed Interest Rate (Amortisation Account)
- (iii) Participative Loan Contract
- (iv) State Warrantee
- (v) Subordinated Loan Contract
- (vi) Interest Finance Swap Contract
- (vii) Liquidity Line Contract
- (viii) Contract of Administration and Management of the Assigned Assets and Deposit of the Mortgage Transfer Certificates
- (ix) Contract of Direction, Underwriting and Brokerage of the Bonds Issue
- (x) Agency Contract of Bonds Payment

The individualised description of the most relevant terms of each one of the aforementioned contracts is made in section V.3 of the present Prospectus, in addition to the more exhaustive description of the Contract of Administration and Management of the Assigned Assets that is made in section IV.2.

III.2.6. Deposits to the Fund

The Fund will have at its disposition the following income, deposited in the Treasury Account that will be destined for the payment obligations of the Fund:

- a) The amounts received for reimbursement of the principal of the Assigned Assets;
- b) The interest, ordinary or accrued, of the Assigned Assets;
- c) The income of the Subordinated Loan;
- d) The withdrawals, in its case, from the Participative Loan;
- e) The amounts received by virtue of the terms of the Interest Swap;
- f) The returns obtained by the investment of the amounts deposited in the Treasury Account or in the Amortisation Account;
- g) The amounts received, in its case, by the execution of the State Warrantee. Said amounts will be destined only to the payment of interest and to reimbursement of the Series Warranted, or, in its case, to the reimbursement of the anticipated amounts by reason of the interest withdrawal at charge to the Liquidity Line;
- h) The withdrawals, in its case, from the Liquidity Line;
- i) Any other amounts the Fund might receive, including those that the Fund might receive by virtue of the Assigned Assets, as much for the transfer of goods or real estate adjudicated to the Fund, or the exploitation of the same, as for the rest of the rights conferred on the Fund by the assignment of the Loans.

Likewise, the Fund will have at its disposal the deposits made into the Amortisation Account that will be destined to the amortisation of the Bonds of the A1 and A2 Series, and subsequently, the amount remaining in said account will be destined to the amortisation of the Bonds of the rest of the Series, in accordance with the Payment Priority Order established in section V.4.2.2 of the present Prospectus.

III.2.7. Expenses charged to the Fund

The Management Company will satisfy with charge to the Fund all the expenses necessary for its operation, as much for the initial expenses as for the ordinary periodic expenses and the extraordinary expenses that accrue in the course of its operation, including those expenses that are occasioned by the liquidation of the Fund.

Initial expenses

The estimation of the initial expenses for the Fund formation and Bonds issue are found detailed in section II.14 of the Prospectus. The payment of the initial expenses will be realized with the amount available from the Subordinated Loan and without being subject to the Payment Priority Order of the Fund.

Expenses in the course of the life of the Fund

The Management Company will satisfy at charge to the Fund all the expenses necessary for its operation, as much the ordinary periodic expenses as the extraordinary expenses that accrue during the life of Fund, being attended to according to the Payment Priority Order that corresponds to each of them. The Management Company will satisfy the expenses that are hereafter listed in a merely expository manner:

- a) Expenses that can derive from the obligatory verifications, inscriptions and administrative authorisations;

- b) If it be the case, the expenses derived from the preparation and formalisation of the modification of the Deed of Formation and of the Contracts, as well as for the making of additional contracts;
- c) Financial expenses of the Bonds issue and of each one of the passive financial operations and coverage operations;
- d) Fees of the Rating Agencies for following and maintaining the ratings of the Bonds;
- e) Expenses derived from the amortisation of the Bonds;
- f) Expenses relative to the carrying out of the accounting registry of the Bonds by their representation through account records and for their maintenance in the secondary securities markets;
- g) Expenses that can derive from the sale of the Assigned Assets and of the assets remaining in the Fund for the liquidation of the same, including those derived from the acquisition of a line of credit;
- h) Expenses derived from the recuperatory actions of the Assigned Assets;
- i) Expenses derived from the administration of the Fund and of the Assigned Assets;
- j) Commissions and expenses charged to the Fund for the undersigned service contracts;
- k) The amounts to be paid by virtue of the terms of the Interest Swap;
- l) Expenses derived from the advertisements and notifications related to the Fund and/or the Bonds;
- m) Expenses for auditing and legal advice;
- n) In general, any other expense borne by the Fund or by the Management Company in representation and on behalf of the same.

III.3. Management and representation of the Fund and of the holders of the securities issued against the same

III.3.1. Description of the functions and responsibilities assumed by the Management Company in the management and legal representation of the Fund and in that of the titleholders of the securities issued against it

The formation, administration and legal representation of the Fund corresponds to the Management Company, GESTICAIXA, S.G.F.T., S.A. in the terms foreseen by Royal Decree 926/1998, in Law 19/1992 and other applicable law, without prejudice to that established in the Deed of Formation. The Ministry of Economy and Treasury (El Ministerio de Economía y Hacienda) authorised the creation of the Management Company as Management Company of Mortgage Securitisation Funds (Sociedad Gestora de Fondos de Titulización Hipotecaria) with the date of August 24, 1994, and subsequently, on May 9, 2002, authorised its transformation into Management Company of Securitisation Funds. Likewise, it is registered in a special registry to that effect by the CNMV with the number 7. The information on the Management Company is found in Chapter VI of this Prospectus.

The Management Company will perform for the Fund those functions attributable to it in Royal Decree 926/1998.

It equally corresponds to the Management Company, in its capacity as manager of business of others, the representation and defence of the interests of the holders of the Bonds issued against the Fund and of the rest of the ordinary creditors of the same. In consequence, the Management Company should keep vigil at all times for the interests of the holders of the Bonds and of the rest of the creditors of the Fund, subordinating its actions to the defence of the same and attending to the regulatory dispositions that are established to that

effect. The holders of the Bonds will not have any action against the Management Company, except for the breach of its duties or inobservance of that set forth in the Deed of Formation.

The Management Company will inform the holders of the Bonds of all those circumstances that could be of their interest through the publication of the appropriate advertisements in the terms that are established in section III.5.2 of this Chapter.

III.3.1.1. Administration and representation of the Fund

The principles and the actions that the Management Company is to execute in the fulfilment of its duties of administration and legal representation of the Fund are, with a mere expository character and without prejudice to other actions foreseen in the Deed of Formation and in the present Prospectus, the following:

Principles of action of the Management Company

1. Principle of diligence

The Management Company will carry out its activity with the diligence required in agreement with Royal Decree 926/1998, representing the Fund and defending the interests of the holders of the Bonds and the other ordinary creditors of the Fund as if its own interests were involved, maximizing the levels of diligence, information and defence of the interests of them and avoiding situations that would present conflicts of interest, giving priority to the interests of the holders of the Bonds and the rest of the ordinary creditors of the Bonds over the interests of third-parties and over its own interests.

To these effects, and without prejudice to the previous, the Management Company will be able to act as Management Company of the Fund, as well as of any other Securitisation Fund, without the simultaneous management of these constituting, in any way, violation of its obligations of diligence as Management Company of the Fund or other Securitisation Funds.

2. Means available

The Management Company has the means necessary, including adequate computer systems, to carry out the duties of administration of the Fund that are attributed to it by Royal Decree 926/1998.

3. Code of Conduct

The Management Company will comply with the code of conduct that results to be applicable to it. The Management Company has established a Internal Code of Conduct in fulfilment of that set forth in Chapter II of Royal Decree 629/1993, of May 3, on norms of conduct in the securities market and obligatory registries, that has been communicated to the CNMV, as also required by that set forth in the fourth Additional Disposition of the Finance Law.

4. Confidentiality

Neither during the life of the Fund nor after its extinction, will the Management reveal to persons, firms or companies (except as necessary for the due fulfilment of its obligations or to assert its rights, or where the law or any Stock Exchange or organized secondary market demands it, or where it is ordered by a legal tribunal or other competent authority, or where it be usual information of legitimate interest on the part of the holders of the Bonds, or it be required by the CNMV or by the Rating Agencies) information relative to the Assigned Assets or the Debtors of the operations for financial risk coverage and the carrying out of services arranged on behalf of the Fund, and that the Management Company has obtained in the course of its duties in relation to the Fund.

Acts and Obligations of the Management Company for the administration of the Fund

1. Management of the Fund

- (i) Manage the Fund with the objective that its patrimonial value be null at every moment;
- (ii) Carry out the accounting of the Fund, with due separation from its own accounting, effectuate the rendering of accounts and carry out the fiscal obligations or any other legal obligations corresponding to the Fund;
- (iii) Refrain from carrying out actions that could worsen the ratings assigned to each Series of Bonds Issue by the Rating Agencies, and procure the adoption of those measures that are reasonably within its reach so that the aforementioned ratings are not negatively affected at any time;
- (iv) Sign as many contracts as are foreseen by the Deed of Formation, or those that result to be necessary in the future, on behalf of the Fund, in relation to its assets and liabilities taking into account, nevertheless, that the signing on behalf of the Fund of any contract not foreseen by the Deed of Formation will require the modification of the Payment Priority Order of the Fund, prior communication to the CNMV for its placement at the disposition of the public, depending on the case, as a relevant fact or through registry of a supplement to the Informative Prospectus. All of this taking the measures necessary to assure that the action has no negative impact of the ratings of the Bonds;
- (v) Adopt the appropriate decisions in relation to the liquidation of the Fund, including the decision of early liquidation of the Fund and early redemption of the Bonds Issue, in agreement with that foreseen in the Deed of Formation and in this Prospectus. Likewise, adopt the appropriate decisions in the case of the termination of the formation of the Fund;
- (vi) Fulfil its formal obligations, with regard to documents and information for the CNMV, the General Directorate of Financial Policy and Treasury, the Rating Agencies and any other supervisory organism;
- (vii) Name and, in its case, substitute and revoke the accounts auditor that carries out the auditing and inspection of the annual accounts of the Fund;
- (viii) Prepare and submit to the CNMV and to any other competent administrative organism, all the documents and information that should be submitted to these organisms according to that established by current regulations, the Deed of Formation and in this Prospectus, or that be required, as well as elaborate and send to the Rating Agencies the information they reasonably may require;
- (ix) Facilitate for the holders of the Bonds issued against the Fund, to the CNMV and to the public in general, as much information and prior notifications as are contemplated by the current legislation and, in particular, by the Deed of Formation and by this Prospectus;
- (x) Fulfil its obligations for calculation set forth in the Deed of Formation and in the present Prospectus and in the diverse contracts of Fund operations that are described in section V.3 of the Prospectus or in those others that, if the case arises, are subsequently agreed to by the Management Company in name and on behalf of the Fund; and
- (xi) In order to allow the operations of the Fund in the terms set forth in the Deed of Formation, in the present Prospectus and in governing law in effect at any given moment, extend or modify the contracts that have been signed in the name of the Fund, substituting, in its case, each one of the providers of services to the Fund by virtue of the same and even, where necessary, sign additional contracts, including new contracts for line of credit, all of this subject to the governing law in each moment, to the previous authorisation, when necessary, of the CNMV or other competent administrative organism and to its notification of the Rating Agencies, and always only when such actions do not prejudice the interests of the holders of the Bonds.

2. In relation to the Assigned Assets

- (i) Exercise the rights inherent to the ownership of the Assigned Assets acquired by the Fund and, in general, realise all those acts of administration and regulation that be necessary for the proper fulfilment of the administration and legal representation of the Fund;

- (ii) Verify that the amount of the deposits the Fund effectively receives correspond to the amounts that should be received by the Fund, in accordance with the conditions of assignment of each Loan and with the conditions of their corresponding contracts;
- (iii) Validate and control the information that the Administrator receives regarding the Assigned Assets, in reference to the charges of the ordinary accounts, early cancellations of principal, payments received of unpaid instalments and the situation and control of overdue amounts;
- (iv) Supervise that the renegotiation, in its case, of the conditions of the Loans is realised by the Administrator in agreement with the instructions, general or specific that have been communicated to it by the Management Company; and
- (v) Supervise the actions coordinated with the Administrator for the recuperation of the unpaid amounts, passing on instructions, when appropriate, so that it instigates the recovery procedure established in agreement with the Administration Contract.

3. In relation to the Bonds Issue.

- (i) Prepare and notify the holders of the Bonds of the information foreseen in the present Prospectus, as well as all additional information that may be legally required;
- (ii) Determine, in each Interest Rate Determination Date, and with respect to each following Period of Interest Accrual, the nominal interest rate to apply to each one of the Series of Bonds, resulting from the determination made in conformity with that set forth in section II.10, publishing it in the manner foreseen in section III.5.3;
- (iii) Calculate and liquidate the amount that corresponds for payment in the Payment Date for the accrued interest of each one of the Series of Bonds in conformity with that foreseen in section II.10, publishing it in the manner foreseen in section III.5.3;
- (iv) Calculate and determine in each Determination Date, the principal to amortise or reimburse of each of the Series of Bonds in the corresponding Payment Date in conformity with that foreseen in section II.11.3, and publish it in the manner foreseen in sections III.5.3; and
- (v) Determine the amount that it corresponds to pay out to the State of amounts owed to the holders of the Bonds of the Warranted Series and, if it be the case, execute the Warrantee.

4. In relation to the remaining financial and service operations

- (i) Determine the interest rate applicable to each one of the active, passive and coverage financial operations;
- (ii) Calculate and liquidate the amounts for interest and commissions that the Fund should receive and pay for each of the active, passive or coverage operations, as well as the fees to be paid for the different arranged financial services;
- (iii) Open in the name of the Fund two financial accounts, Treasury Account and Amortisation Account, initially in “la Caixa”;
- (iv) In the case that the ratings of the debt of “la Caixa” designated by Moody’s and Fitch, in any moment in the life of the Bonds fall from the ratings established in the Contracts of Deposit with Guaranteed Interest Rate (Treasury Account), of Deposit with Guaranteed Interest Rate (Amortisation Account), of Participative Loan, of Interest Swap, of Liquidity Line and the Payment Agency for the Bonds, effectuate the actions foreseen in relation to these. Said contracts are described in sections V.3.1, V.3.2, V.3.3, V.3.6, V.3.7 y V.3.10, respectively;

- (v) Deposit in the Treasury Account the amounts that the Administrator receives from the Assigned Assets, as much in the concept of principal and interest as for any other payment that corresponds to the Fund for the same;
- (vi) Deposit in the Amortisation Account the amounts that correspond in accordance with the terms and conditions of the Bonds Issue and the Payment Priority Order of the Fund; and
- (vii) Monitor so that the amounts deposited in the Treasury Account and in the Amortisation Account produce the return established in the respective Contracts for the Opening of Guaranteed Interest Rate Account.

5. In relation to the management of Fund collection and payments

- (i) Calculate the Available Funds and the obligations of payment or of withholding that will have to take place, and realise their application, in accordance with the Payments Priority Order; and
- (ii) Order the transfer of funds between the different active and passive accounts, and the appropriate payments instructions, including those assigned to attend to the financial service of the Bonds

III.3.2. Resignation and substitution of the Management Company

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

Resignation.

- (i) The Management Company may resign from its duties of administration and legal representation of all or part of the funds that it manages when it deems appropriate, by written request to the CNMV, in which it is stated the designation of the management company to substitute. To such document shall be attached the written declaration of the new management company, in which it declares itself willing to accept such duties and incorporates the corresponding authorisation.
- (ii) The authorisation of the substitution on the part of the CNMV will be conditioned by the fulfilment of the following requirements:
 - (a) The delivery to the new management company of the accounting and electronic registries by the substituted Management Company. Such delivery will only be considered to have taken place when the new management company can fully assume its role and communicates this circumstance to the CNMV.
 - (b) The ratings granted to the securities shall not be diminished as a consequence of the proposed substitution.
- (iii) In no case shall the Management Company 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 will be charged to the resigning Management Company and in no case shall be imputed to the Fund.
- (v) The substitution shall be published, in a period of fifteen days, by means of an advertisement placed in two newspapers of national circulation and in the bulletin of the organised secondary market in which it is quoted the Bonds issued by the Fund managed by the Management Company. Likewise, the Management Company should notify the Rating Agencies of the occurrence said substitution.

Mandatory replacement.

- (i) When the Management Company is declared in default of payments or bankrupt, it should proceed to find a management company to replace it, in accordance with that foreseen by the above paragraph.
- (ii) Always where, in accordance with the previous section, there has passed four (4) months since the determining event for substitution and a new management company has not been found willing to take on the management, the anticipated liquidation of the Fund and the amortisation of the Bonds issued against the same and of the Loans shall take place, in agreement with that foreseen in the Deed of Formation.

The Management Company will be obliged to grant the public and private documents necessary to proceed with the replacement by the other management company, in conformity with the foreseen regime of the prior paragraphs of this section. The substituted management company shall be subrogated to the rights and obligations that, in relation to the Deed of Formation and the present Prospectus, correspond to the Management Company. Likewise, the Management Company should hand over to the substituting management company as many documents and accounting and computer registries to the Fund as are in its power and possession.

III.3.3. Subcontracting

The Management Company will be authorised to subcontract or delegate in 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 administrator of the Fund, in accordance with that established in the Deed of Formation, always where the subcontractor or delegate has waived the right of any action of demand of responsibility against the Fund. In any case, the subcontracting or delegation of any service (i) may not suppose any additional cost or expense to the Fund, (ii) must be legally possible, (iii) will not give rise to a downgrade in the rating granted to any of the Series of Bonds, and (iv) will be notified to the CNMV, having, when necessary by law, its previous authorisation. Notwithstanding any subcontracting or delegation, the Management Company will not be exonerated or liberated by such subcontracting or delegation in any of its responsibilities assumed by virtue of the Deed of Formation that are attributable or demandable by law.

III.3.4. Remuneration in favour of the Management Company for the performance of its duties.

In consideration for the duties carried out by the Management Company, the Fund will pay to the same a management commission equal to 0.05% annual, that accrues over the effective days passed of each Interest Accrual Period, from the time of the Fund Formation until the extinction of the same, and it will be paid quarterly in each one of the Payment Dates, calculating itself on the Outstanding Principal Balance of the Bonds in the Payment Date previous to the current Payment Date.

The commission corresponding to the first Interest Accrual Period will accrue from the Disbursement Date until the first Payment Date, and will be adjusted proportionately to the days passed between both dates, being calculated over the nominal amount of the issued Bonds.

The calculation of the commission to be paid in a certain Payment Date will be realised according to the following formula:

$$C = B \times (0.05/100) \times (d/360)$$

Where:

C = Commission to be paid on a given Payment Date.

B = Outstanding Balance of Principal of the Bonds, on the previous Payment Date.

d = Number of days passed during the corresponding Accrual Period.

If on a Payment Date the Fund lacks liquidity sufficient to satisfy the aforementioned commission, the amount owed will generate interest equal to the Reference Interest Rate of the Bonds and will be paid in the following Payment Date, in conformity with the Payments Priority Order.

III.4. Formulation, verification, and approval of the annual accounts and other accounting documentation of the Fund

The annual accounts of the Fund will be the object of annual verification and revisions by account auditors.

The Management Company will present to the CNMV the annual accounts of the Fund, together with the audit report of the same, within four (4) months following the closing of the period for the Fund that coincides with the natural year.

The Board of Directors of the Management Company will proceed to designate, for maximum periods of three (3) years, the accounts auditor that will carry out, during this period of time, the auditing of the annual accounts of the Fund, informing such designation to the CNMV. The designation of an accounts auditor during a specific period does not prevent its designation for future periods.

The Board of Directors of the Management Company has designated Deloitte & Touche España, S.L. registered in the Official Registry of Accounts Auditors with number S-0692, as Fund auditors.

III.5 Obligations and periods foreseen for being made available to the public and for submission to the National Securities Market Commission, of the periodic information of the financial – economic situation of the Fund

The Management Company, for the exact fulfilment of the conditions of issue, promises to effectuate the notifications that are detailed below, observing the periodicity expected in each one of them.

III.5.1. Ordinary periodic notifications

The Management Company will have available for the public all the documentation and information necessary in accordance with the Deed of Formation and specifically:

1. In the period covered between the Date of Interest Rate Fixing and a maximum of three (3) Business Days following each Payment Date, will proceed to communicate to the holders of the Bonds, the Nominal Interest Rate applicable to each series of Bonds for the following Interest Accrual Period.
2. Quarterly, with a minimum notice of one (1) natural day prior to each Payment Date, the Fund, through the Management Company, will communicate to the holders of the Bonds:
 - (a) the interest resulting from the Bonds, together with the amortisation of the same, as would correspond;
 - (b) the actual Early Amortisation Fees of the Assigned Assets, of the preceding Determination Period
 - (c) the average residual life of the Bonds estimated with the hypothesis of maintaining said actual early Amortisation Fee;
 - (d) the Outstanding Principal Balance of the Bonds, after the amortisation to take place in each Payment Date, of the Bonds of each Series and the percentages that said Outstanding Principal Balances represent over the initial nominal amount of each Bond; and
 - (e) likewise, and if it corresponds, the holders of the Bonds will be made aware of the amounts of accrued interest and amortisation by the same and not satisfied for insufficiency of Available Funds, in conformity with the payment priority rules set forth in this Portfolio.

The previous notifications will be affected according to that set forth in section III.5.3 following. The previous notifications will be likewise communicated to Iberclear at least two (2) Business Days before the Payment Date.

3. Within three (3) months following the final accounting period, the Management Company will emit a report that will collect:
 - (i) A report on the portfolio of Assets pooled into the Fund, the amount of the Amortisation Fund and the Treasury Fund, the balance, the account of gains and losses, and an annex specifying the accounting principles applied.
 - (ii) A management report containing:
 - a) The Balance Pending Maturity of the Assets;
 - b) The percentage of the prepaid Assets;
 - c) The changes produced in the prepayment rate;
 - d) The amount of Unpaid Assets;
 - e) The amount of Defaulted Assets and the percentage they represent over the total;
 - f) The average life of the Assets portfolio;
 - g) The average rate of the Assets portfolio;
 - h) The Outstanding Principal Balance of the Bonds;
 - i) The percentage of the Bonds pending maturity;
 - j) If applicable, the amount of unpaid accrued interest corresponding to Bonds;
 - k) The amount pending amortisation of the Subordinated Loan and of the situation of the Participative Loan;
 - l) The amount ready and available of the Liquidity Line of the State Warrantee;
 - m) A detailed analysis of the evolution of the Fund and the factors that have affected said results; and
 - n) The amount and the variations of the expenses and management fees produced during the accounting period.
4. The Management Company will provide quarterly to the CNMV and to the AIAF, within the month following the end of each quarter, a report on the evolution of the Assets incorporated into the Fund, as well as the balance of the Amortisation Account and the Treasury Account, and the relevant information on the Fund and the incorporated Assets.

All the information about the Fund of a public nature can be found in the domicile of the Management Company, at the Underwriting Agencies, at the AIAF and in the registry of the CNMV.

III.5.2 Extraordinary notifications

1. Motivated by the formation of the Fund and issue of the Bonds, once the Deed of Formation is granted, the Management Company, in representation and on behalf of the Fund, will proceed to carry out the notification, through the procedures indicated in section III.5.3 following, of the Fund formation and the Bonds issue, as well as the Nominal Interest Rate of all the series of Bonds applicable to the first Interest Accrual Period, that will be comprised between the Disbursement Date and the first Payment Date, all of this in conformity with the contents of the present Prospectus, through publication in a newspaper of large distribution in Spain, be it of financial-economic character or of general character, one day before the Disbursement Date.
2. The Fund, through the Management Company, will inform the holders of the Bonds of all relevant events that may take place in relation to the Assigned Assets, as regards the Bonds, the Fund, and the Management Company itself, that could influence in an appreciable way the negotiation of the Bonds and, in general, of any relevant modification in the assets or liabilities of the Fund. Likewise, the Management Company will inform the holders of the Bonds of the possible decision of early amortisation of the Bonds for any of the reasons foreseen in the present Prospectus, being announced, in its case, to the CNMV, the notary deed of liquidation and execution to which the present Portfolio makes reference.

III.5.3 Notification procedure for the holders of the Bonds

The notifications of the holders of the Bonds that, as a consequence of the above, the Management Company must make about the Fund, will be realised in the following manner:

The ordinary periodic notifications referred to in section III.5.1 (paragraphs 1 and 2) previous will be carried out by means of a proper publication in the daily bulletin of the AIAF, or any other that substitutes it or of similar characteristics, or through the publication in a newspaper with wide circulation in Spain, be it of financial-economic or of general character.

The extraordinary notifications referred to in section III.5.2 previous, through publication in a newspaper of wide circulation in Spain, be it of financial-economic or of general character.

Additionally, the Management Company or the Paying Agent will be able to disseminate such information or other information of interest to the holders of the Bonds through the appropriate channels and systems of diffusion of the financial markets such as Reuters, Bridge Telerate, Bloomberg or any other of similar characteristics.

To these effects, the notifications will be considered realised on the date of their publication, being suitable for the same on any day of the year, business or non-business.

III. 5.4 Information to the CNMV

The Management Company will proceed to bring to the knowledge of the CNMV the publications that, both of ordinary and extraordinary character, are made in accordance with that foreseen by the previous sections, as well as any other information that, independently of the previous, may be required.

III.6. Fiscal regime of the Fund.

In accordance with that established in section 2 of article 1 of Royal Decree 926/1998, article 5.10 of Law 19/1992; article 7.1.h) of Law 43/1995, of December 27, of the Corporation Tax; article 20.one.18 of Law 37/1992, of December 28, of the Value Added Tax and article 57.k of Royal Decree 537/1997, of April 14, modified by Royal Decree 2717/1998, of December 18, through which the Regulation of the aforementioned Tax is passed, the proper characteristics of the fiscal regime of the Fund are as follows:

- (i) The Fund formation will be exempt from the concept of “corporate operations”, of the Tax on Patrimonial Transfers and Documented Legal Acts.

- (ii) The Bonds issue will be exempt from the Value Added Tax (article 20.one.18^a of the Law of “IVA”) and from the Tax on Patrimonial Transfers and Documented Legal Acts (article 45-I B number 15 of the Composite Text of the Tax on Patrimonial Transfers and Documented Legal Acts, confirmed by the ruling of the Supreme Court on November 3, 1997).
- (iii) The Fund will be subject to the Corporations Tax, its tax base being determined in accordance with that set forth by Title IV of Law 43/1995, of December 27, of the Corporations Tax, and being of application the current applicable rate of each moment, that currently finds itself fixed at 35%.
- (iv) With respect to the income of the Assigned Assets, loans or other credit rights that constitute deposits to the Fund, there will exist no obligation for retention or deposit on their account.
- (v) The services of management and deposit of the Fund by the Management Company are exempt from the Value Added Tax.
- (vi) The consideration satisfied to the holders of the bonds issued against the Fund are considered income return on movable capital.

III.7. Modifications of the Deed of Formation of the Fund

The Deed of Formation of the Fund may be the object of modification only in the case where strictly necessary and where possible at law because the regulatory requirements that could be established for such modification have been fulfilled. In any case, such actions require the previous communication by the Management Company to the CNMV, or its prior authorisation where necessary, or that of another competent organism. In any event, the modification of the Deed of Formation of the Fund shall not produce a reduction in the ratings granted to the Bonds by the Rating Agencies. The Deed of Formation will also be the possible object of rectification at the request of the CNMV.

III.8. Liquidation and extinction of the Fund

III.8.1. Anticipated liquidation of the Fund

The Management Company, with prior communication to the CNMV, will be authorised to proceed with the anticipated liquidation (“Anticipated Liquidation”) of the Fund and with it, to the anticipated amortisation (“Anticipated Amortisation”) and extinction of the Fund on a Payment Date for the entirety of the Bonds Issue in any of the following circumstances (“**Circumstances of Anticipated Liquidation**”):

- a) When the amount of the Outstanding Balance of the Loans is less than ten (10) percent of the initial Outstanding Balance of the Loans on the date of formation of the Fund, in conformity with the authorisation established in article 5.3 of Law 19/1992, and always where the payment obligations derived from the Bonds of each Series can be attended to and cancelled in accordance with the Payments Priority Order.
- b) Obligatorily, if the Assignor exercises the Right of Acquisition over the totality of the Loans remaining held by the Fund in agreement with that set forth in section IV.1.2.d). of this Prospectus, that will be exercisable in any moment after the amount of the Outstanding Balance of the Loans is less than ten (10) percent of the initial capital of the Loans on the date of formation of the Fund, and always where the payment obligations derived from the Bonds of each Series can be attended to and cancelled in accordance with the Payments Priority Order.
- c) When by reason of any event or circumstance of any kind outside or not from the development of the Fund itself, a substantial alteration occurs or the financial balance of the fund required by article 5.6 of Law 19/1992 is permanently distorted. Included in this supposition are circumstances such as the existence of a modification in the law or complementary legislative developments, the establishment of obligations of retention or other situations that could permanently affect the financial equilibrium of the Fund.

- d) Obligatorily, in the event that the Management Company were declared in suspension of payments or bankrupt, and having elapsed the statutory period established to that effect or, in its absence, four (4) months, without designating a new management company, in accordance with that established in section III.3.2 of the present Prospectus.
- e) When thirty (30) months have transpired from the last maturity date of the Loans, even though there may still be amounts due and pending collection.

For said Anticipated Liquidation to proceed, the following conditions must be met:

- a) That, where applicable, the necessary authorisations for it have been obtained from the CNMV or from the competent administrative authorities or organisations.
- b) That the communication is made to the holders of the Bonds, in the form described in section III.5.3 of the present Prospectus and with an advance notice of fifteen (15) Business Days, of the agreement with the Management Company to proceed with the anticipated liquidation of the Fund.

Said communication, that will have been previously brought to the attention of the CNMV and the Rating Agency, shall contain the description (i) of the circumstance or circumstances for which the Anticipated Liquidation of the Fund is being proceeded with, (ii) of the procedures for carrying it to conclusion, and (iii) the form in which it will be proceeded with so as to attend to and cancel the payment obligations derived from the Bonds in accordance with the Payments Priority Order.

In the cases a), c), d) and e) above, with the object that the Fund, through the Management Company, conclude the Anticipated Liquidation of the Fund at the anticipated redemption of the Bonds Issue, the Management Company, in name and on behalf of the Fund, will proceed to:

- a) Sell the Loans, including the Mortgage Transfer Certificates, for a price no lower than the sum of the amount of the principal plus the unpaid accrued interest of the Loans pending amortisation.
- b) Cancel those contracts that are not necessary for the liquidation process of the Fund.
- c) In the event that, both by reason of the above acts being insufficient or because there existed outstanding payment obligations on the part of the Fund, the Management Company will collect offers by at least five (5) institutions within the most active in the resale of the type of assets dealt with, being obligated to accept the best offer for the assets offered. For the determination of the market value, the Management Company will be able to obtain the valuation reports that it deems necessary.
- d) It will be authorised to arrange a line of credit to be destined fully and immediately to the anticipated redemption of the Bonds Issue. The reimbursement of said line of credit will be guaranteed with the flow of interest and principal derived from the Loans pending amortisation and by the return on the sale of the other goods that remain in the assets of the Fund.

In the Circumstances of Anticipated Liquidation a), c), d) y e) the Assignor will enjoy a right to match the bid, in such a way that it can acquire, with preference to third-parties, the Loans or other goods proceeding from them that remain in the assets of the Fund, or will be able to grant to the Fund the line of credit destined to the anticipated amortisation of the Bonds Issue. With such end, the Management Company will refer to the Assignor in relation to the assets and the offers received by third-parties, being able to make use of the mentioned right, with respect to all the assets offered by the Management Company or the line of credit, within five (5) Business Days following the receipt of the mentioned communication and always where its offer is at least equal or greater than those made by the third-parties.

The Management Company will immediately apply all the amounts that it receives from the auction of the Fund assets, in payment of the different concepts, in the manner, amount and order corresponding in agreement with the Payments Priority Order, and in its case, the arranged line of credit that will be wholly destined to the Anticipated Amortisation of the Bonds Issue.

III.8.2. Extinction of the Fund

The Fund will extinguish in any event as a consequence of the following circumstances:

- f) For the total amortisation of the Loans it pools.
- g) For the total amortisation of the Bonds issued.
- h) For the finalisation of the process of Anticipated Liquidation that is foreseen by section III.8.1 previous.
- i) In its case, in the Final Maturity date established at law for the definitive amortisation of the Bonds.
- j) Also, the Fund will be extinguished by extinction of its formation in the case that the Rating Agencies fail to confirm the ratings that had been assigned provisionally, as final before the commencement of the Subscription Period. In these cases, the Management Company will dissolve the Fund Formation, the assignment of Loans to the Fund and the Bonds Issue. The dissolution of the Fund Formation will be brought to the attention of the CNMV as soon as confirmed and will be made public through the procedure described in section III.5 of this Prospectus. In the maximum period of one (1) month from the occurrence of the cause of dissolution, the Management Company will grant a Notary Certificate declaring resolved and terminated the obligations of the Fund and dissolving the same. This notwithstanding, the Management Company of the Fund will attend to the demandable expenses of the Fund Formation that are described in section II.14 with the Subordinated Loan, whose contract will not be terminated, but will be cancelled once the aforementioned obligations are satisfied, being subordinated to the reimbursement of the principal on fulfilment of the other obligations contracted for by the Management Company, in representation and on behalf of the Fund.

In the event that at the liquidation of the Fund and once realised the payments due to the different creditors through the distribution of the Available Funds in conformity to the Payments Priority Order, there exists anything remaining, this will fall in favour of the Assignor in accordance with the conditions established by the Management Company.

In any case, the Management Company, acting on behalf and in representation of the Fund, will not proceed with the dissolution of the Fund and the cancellation of its inscription in the corresponding administrative registries until the liquidation of the remaining assets of the Fund and the distribution of the Available Funds according the Payments Priority Order has taken place, exception being made for the appropriate reserve to cover the final expenses of dissolution and liquidation of the tax, administrative, or advertisement expenses.

Having transpired a period of six (6) months from the liquidation of the remaining assets of the Fund and the distribution of the Available Assets, the Management Company will execute a Notary Certificate declaring (i) the dissolution of the Fund, as well as the causes that motivated its dissolution; (ii) the process of communication carried out to the holders of the Bonds and to the CNMV; and (iii) the distribution of the amounts available to the Fund, following the Payments Priority Order of the Fund; which will be announced in a newspaper of national distribution and will comply with the rest of the applicable administrative procedures. Said notary document will be submitted by the Management Company to the CNMV.

CHAPTER IV

INFORMATION ON THE CHARACTERISTICS OF THE ASSETS SECURITISED THROUGH THE FUND

IV.1. Description of the assets that are pooled into the Fund

The credit rights that are grouped into the Fund, represented by the Management Company, at the time of its formation will be the only credit rights secured by “la Caixa” derived from bilateral loans granted by “la Caixa” to all kinds of non-finance companies domiciled in Spain that correspond in their totality to small and medium companies (“PYMES”), in conformity to the definition of the European Commission (European Commission Recommendation of April 3, 1996, as modified by the European Commission Recommendation of May 6, 2003), fulfilling in this manner the requirement established by the Order of December 28, 2001.

The Loans can be classified according to their incidental guarantees:

- a) Loans guaranteed by real estate mortgages, formalized by public deed (the “Mortgage Loans”).
- b) Loans without guarantees or with third-party guarantees (security), formalized in self-executing public deed (article 517 of the Civil Code) (the “Non-Mortgage Loans,” together with the Mortgage Loans, the “Loans” or “Assigned Assets”).

IV.1.1. Declarations by the Assignor about the characteristics of the Assigned Assets

“La Caixa”, as owner of the Loans until their conveyance to the Fund, and as issuer of the Mortgage Transfer Certificates, declares and guaranties to the Management Company, in representation of the Fund, and to the Bonds Issue Underwriting and Brokerage Entities, the following:

1. In relation to “la Caixa”

- (1) That it is a credit institution duly formed in accordance with applicable law, registered in the Mercantile Registry (Registro Mercantil), and is authorised to grant loans to PYMES and to participate in the mortgage market.
- (2) That neither at today’s date, nor in any moment since its formation, has it been in a state of insolvency, suspension of payment, bankruptcy, or any other situation that, yielding responsibility, could lead to the revocation of the authorisation obtained as a credit institution.
- (3) That the annual audit reports of the accounts individualized and consolidated of “la Caixa” for financial years 2000 y 2001, contain a favourable opinion. The individual and consolidated audit reports of “la Caixa” for financial year 2002 contains an exclusion to the uniform application of the accounting norms and principals; this exception is not negative, but instead refers to a change of accounting criteria with which the Auditor, Deloitte & Touche España, S.L., is in agreement and does not suppose, in the opinion of “la Caixa”, any adverse affect in its financial solvency.
- (4) That it has signed a Framework Collaboration Agreement (Convenio Marco de Colaboración) with the Economy Minister, that conforms to that set forth in Annex II of the Order of December 28, 2001 (“Framework Agreement for collaboration between the Economy Minister and the Credit Institutions to determine the loan susceptible to assignment to the assets securitisation funds that are created to favour professional financing”).

2. In relation to the Loans

- (1) That its company bodies have validly adopted all the resolutions necessary for the assignment of the Loans, for the valid grant of the Deed of Formation, the contracts and the supplementary commitments.
- (2) That all the Loans are duly formalized, be it in public deed or other public document and are deposited in the domicile of “la Caixa” at the disposal of the Management Company.

- (3) That all the Loans exist and are valid and enforceable in accordance with applicable law except in those cases where their enforceability is limited as a consequence of a future insolvency proceeding, having observed in its formation all the applicable legal provisions.
- (4) That “la Caixa” has full title to the totality of the Loans, free of defects or claims, and there exists no impediment whatsoever to the assignment of the same.
- (5) That the Loans will no longer be accounted as assets of “la Caixa” as of the date of assignment to the Fund in its formation and in the amount that they are assigned, in conformity to that established in Circular 4/91 of the Bank of Spain, without prejudice to the effects that, as the case may be, the partial or total subscription of the Bonds Issue could have for “la Caixa” according to said Circular.
- (6) That all the Loans constitute a valid and binding payment obligation for the Debtor to which they correspond, and are demandable in accordance with their own terms, except in those cases in which as a consequence of an insolvency proceeding, such enforceability becomes limited.
- (7) That all the Loans are denominated in euros and are paid exclusively in euros.
- (8) That the Loans have an initial amortization period of no less than (1) year and that there is no evidence of any solicitation, by the debtors, for anticipated amortizations of the same.
- (9) That all the debtors by virtue of the Loans are non-finance companies domiciled in Spain, that according to the audit data, of which all correspond to small and medium companies under the definition of the European Commission (European Commission Recommendation of April 3, 1996, as modified by the European Commission Recommendation of May 6, 2003).
- (10) That “la Caixa” has faithfully followed the criteria contained in the memorandum about the criteria for the granting of Loans that are attached to the Formation Deed as annex 9, in the grant of each and every one of the Loans and in the acceptance, in its case, of the subrogation of subsequent borrowers in the position of the initial borrower.
- (11) That it has no knowledge of the existence of lawsuits of any kind in relation to the Loans that could prejudice the validity of the same.
- (12) That, at the date of Fund formation, all the Loans will be current in payment.
- (13) That, at the date of Fund formation, the outstanding balance of capital of each one of the Loans is equivalent to the amount of capital issued to the Fund, and at the same time the total capital of the Loans will be at minimum equal to the nominal value of the total Bonds Issue.
- (14) That the data relative to the Loans that is included as Annex 7 and Annex 8 to the Fund Formation Deed correctly reflect the present situation, as is collected in the contracts that document the Loans and in the informative files of the financing operation, accurately reflect the situation on the date to which they correspond and are correct and complete. Likewise, any other additional information about the characteristics of the Loans portfolio of the Assignor collected in the Informative Prospectus is correct and complete. Specifically, the Loans in the moment of their formalisation have an amortisation period of no less than (1) year.
- (15) That the Loans are clearly identified in the computer system of “la Caixa” from the moment of their granting, and are the object of administration, analysis and supervision by “la Caixa” in accordance with the regular procedures that it has established
- (16) That all of the Loans have been and are being administrated by the Assignor in accordance with the regular procedures utilized by the Assignor in the administration of the finance operations of PYMES.
- (17) That it has no knowledge of any Debtor having any credit right against “la Caixa” for which it has asserted a right to compensation.

- (18) That, on the date of formation of the Fund, none of the Debtors of the Loans finds themselves in any situation of bankruptcy.
- (19) That the guarantees, in its case, of the Loans, are valid and enforceable in accordance with the applicable legislation, and “la Caixa” has no knowledge of the existence of any circumstance which impedes the execution of the guarantees.
- (20) That all the Loans have a final due date no later than the final due date of the Bonds.
- (21) That the respective contracts, in public deed or other public document, that document the Loans, do not contain clauses that impede their assignment or that require any authorization or communication to bring about said assignment.
- (22) That “la Caixa” has no knowledge to the effect that the Debtors can raise against it any exception to payment of any quantity in reference to the Assigned Assets.
- (23) That no one has a preferential right over the Fund, as the owner of the Assigned Assets.
- (24) That both the granting of the Loans as the assignment of the same to the Fund and all aspects related thereto, have been realised and will be realised according to open market criteria (“*at arm’s length*”).
- (25) That the data and information relative to the loans selected for their assignment to the Fund and the statistical information of “la Caixa” collected, respectively, in sections IV.4 and IV.3.2 of the Informative Prospectus, faithfully reflect the situation on the date to which they correspond and are correct and complete.
- (26) That on the date of assignment to the Fund, each one of the Loans has had at least two matured instalments.
- (27) That on the date of assignment to the Fund, none of the Loans contemplates clauses that establish maximum interest rates, that limit the level of interest rate applicable to the Loan.
- (28) That in conformity with the internal registers, none of the Loans corresponds to grants to property developers for the construction or rehabilitation of housing or commercial premises destined for sale.
- (29) That the capital or principal of all the Loans has been totally disbursed.
- (30) That, on the date of the Fund formation, the sum of the Outstanding Balance of the Loans of the same Debtor is not greater than 0.50% of the Outstanding Balance of the Loans.

3. In relation to the Mortgage Transfer Certificates and the Mortgage Loans.

1. That its company bodies have validly adopted all resolutions necessary for the issuance of the Mortgage Transfer Certificates.
2. That the data concerning the Mortgage Loans and the Mortgage Transfer Certificates, represented in a multiple nominative title, exactly reflect the present situation of the same and are correct and complete.
3. That the Mortgage Transfer Certificates are issued under the protection of article 18 of the Finance Law, by which a new paragraph is added to section two of the fifth additional decree of the Law 3/1994, and remaining applicable regulations.
4. That all the Mortgage Loans are guaranteed by real estate mortgages formed with the level of first over the full ownership formed with the level of first over the full domain of each and every one of the mortgaged properties, without them being subject to prohibitions to conveyance, executive conditions or any other limitation on the domain.

5. That all the Mortgage Loans are formalized in public deed, and all the mortgages are found to be duly formed and registered in the corresponding Property Registries. The registration of the mortgaged properties is in force and without any discrepancy and is not subject to any special limitation to the mortgage, in accordance with applicable law.
6. That the mortgages are formed on real estate that pertain in plain control and in totality to the respective mortgagee, “la Caixa” having no knowledge of the existence of any litigants over the ownership of said properties that could prejudice the mortgages.
7. That the Mortgage Loans are not securitised, neither by nominal certificate, to the order of, or to the bearer, different from the Certificates that are issued and subscribed by the Fund.
8. That the Mortgage Loans are not included in any issue of mortgage bonds, mortgage shares or mortgage transfer certificates, distinct from the issue of the Mortgage Transfer Certificates, and, from the issue of these, the Mortgage Loans will not be included in any issue of mortgage debenture, mortgage bonds, mortgage shares or other mortgage transfer certificates.

IV.1.2. Formalisation of the assignment of the Loans

By means of the Formation Deed, the Management Company, in name and on behalf of the Fund, and “la Caixa” as Assignor, will formalize the assignment agreement in the following manner:

- i) The assignment of the Mortgage Loans will be carried out through the issuance by “la Caixa” and the subscription by the Mortgage Transfer Certificates Fund according to that established by article 18 of the Finance Law.

The Mortgage Transfer Certificates will be represented by a multiple nominal deed that will include the minimum mention for the mortgage participations found in article 64 of Royal Decree 685/1982, of March 17, modified by Royal Decree 1289/1991, of August 2, together with the registry data of the real estate mortgaged in guarantee of the Mortgage Loans.

The Mortgage Transfer Certificates will be transferable through written declaration on the same title and, in general, through any of the means allowed by law. The transfer of the Mortgage Transfer Certificate and the domicile of the new titleholder shall be notified by the acquirer to the issuer of the same, its acquisition or tendency being reserved for institutional or professional investors without being able to be acquired by the non-specialized public.

In the event of either having to substitute any of the Mortgage Transfer Certificates, as described in section IV.1.2.c), or in the event the Management Company, in representation and on behalf of the Fund, proceeds with the execution of a Mortgage Loan, as set forth in section IV.1.2.e), as well as, if proceeding to the Early Liquidation of the Fund, in the circumstances and conditions of section III.8.1, the sale of the cited Mortgage Transfer Certificates takes place, “la Caixa” agrees to split, in its case, any multiple title into as many individual or multiple titles as are necessary, to substitute it or exchange it so as to achieve the previous aims.

“la Caixa”, as the issuer, will keep a special book where it will be recorded the Mortgage Transfer Certificates issued and the address changes notified by the owners of the Mortgage Transfer Certificates, stating (i) the date of formalisation and due date for the Mortgage Loan, the amount of the same and the method of liquidation; and (ii) the public records data for the mortgage that guarantees the Mortgage Loan.

Given the institutional character of the investors of the Fund and the subscription by it of the Mortgage Transfer Certificates, in accordance with the second paragraph of article 64.1, of Royal Decree 685/1982, of March 17, elaborated by Royal Decree 1289/1991, of August 2, the issue of the Mortgage Transfer Certificates will not be object to marginal note in each inscription of the corresponding mortgage in the Property Registry (Registro de la Propiedad).

- ii) The assignment of the Non-Mortgage Loans with or without personal guarantees – security - will be realised directly without the issue of any intermediate title.

In the present Chapter and in the rest of the Prospectus, the term “Loans” will be used to make joint reference to the Non-Mortgage Loans and the Mortgage Loans and “Assets” to the Non-Mortgage Loans and the Mortgage Transfer Certificates.

The terms and conditions of the assignment of the Loans are detailed in the remaining sections of the present chapter.

a) Price for the sale or assignment of the Assigned Assets

The price of sale or assignment of the Loans will be at par value. The price that the Fund should pay to “la Caixa” for the assignment of the Loans will be the amount equivalent to the principal pending reimbursement of each one of the Loans on the date of the assignment.

The payment price for the assignment of the Loans will be paid by the Management Company, in the account of the Fund, and will be satisfied on the Bonds Disbursement Date, value of this same day, once the disbursement for the subscription for the Bonds Issue has been effected, through the transfer passed on through the Management Company to “la Caixa” from the Treasury Account opened in the name of the Fund.

In the calculation of the price of the assignment of the Assets, it has not been taken into account the amount that “la Caixa” has a right to receive for the ordinary interest accrued by the assigned Loans from the last date of liquidation of the interest of each one of them until the Disbursement Date (the “Running Interest”) that will be paid in the moment they are received.

In the case that the Fund formation be resolved and, consequently, of the sale of the Loans, (i) the obligation to pay the total price for the acquisition of the Loans by the Fund will be extinguished, (ii) the Management Company will be obligated to compensate “la Caixa” in any rights that were generated in favour of the Fund for the acquisition of the Loans, and (iii) “la Caixa” will again include the Loans in the assets portion of its balance sheet and will cancel the Mortgage Transfer Certificates.

b) Terms of the assignment of the Assigned Assets and description of the rights conferred in favour of the Fund

1. The assignment of the Loans shall be full and unconditional and for the total of the period remaining until the due date of each Loan.

”la Caixa”, in accordance with article 348 of the Commercial Code, will answer to the Fund for the existence and legitimacy of the Loans, as well as for the status with which it effects the assignment, but will not answer for the solvency of the Debtor.

“la Caixa” does not run the risk of default on the Loans and, therefore, assumes no responsibility for the non-payment by the Debtors, be it of the principal, the interest or any other quantity the same could owe by virtue of the Loans, nor for the effectiveness of the guarantees linked to them. Neither will it assume, in any other way, responsibility in guaranteeing the good end of the operation, nor execute guarantees or security, nor fall into pacts for repurchase or for substitution of the Loans, exception made by that set forth in sections IV.1.6 following, all of which in fulfilment of that set forth in Royal Decree 926/1998 and other applicable legislation.

2. The assignment of each Loan will be realised for the whole outstanding balance on the date of assignment.

In particular and without it having a limiting character, but rather a merely expository character, the assignment will confer to the Fund the following rights in relation to each of the Loans:

- a. To receive the total of the amounts that accrue through the reinvestment of capital or principal of the Loans.
- b. To receive the total of the amounts that accrue for the ordinary interest, late payment charges and fees to be paid on the loan principal from the date of paying out.
- c. To receive any other quantities, goods, or rights that are received in payment of the principal, interest, or expenses of the Loans, in as much for the auction price or amount determined by judicial ruling or notary executive process in the execution of the mortgage or non-mortgage guarantees, such as for the sale or exploitation 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
- d. To receive all possible rights and redress for the Loans that could result in favour of the Assignor derived from the same, including those derived from the insurance contracts for damages entailed, in its case, of the Mortgage Loans that are also assigned to the Fund, and those derived from any accessory right to the Loans.

All the rights previously mentioned will accrue in favour of the Fund from the date of the assignment of the Loans.

The yield of the Loans that constitute deposits to the Fund will not be subject to retention in the account of the Corporations Tax (Impuesto sobre Sociedades), as established in Royal Decree 537/1997, of April 14, in which the Corporations Tax regulations are approved.

In the event of early amortization of the Loans by full or partial repayment of the principal, the substitution of the affected Loans shall not take place.

The rights of the Fund resulting from the Loans are linked to the payments realised by the Debtors, and as a result remain directly affected by the evolution, delay, early amortization or any other development regarding the Loans.

The Fund will assume all possible expenses or costs that are charged to the Assignor deriving from the collection process in the case of default by the Debtors on their obligations, including the exercise of legal action against the same.

In the case of renegotiation consented to by the Management Company, in representation and on behalf of the Fund, of the Loans or of their instalments, the modification of the conditions will affect the Fund in conformity with the fifteenth norm, section 2d) of the Circular 4/1991, of June 16, of the Bank of Spain.

c) Rules established for the substitution of non-Mortgage Loans or of Mortgage Loan Transfer Certificates in the case of the appearance of hidden defects of the same, or, in default, reimbursement of the Fund

In the case of the appearance of hidden defects in any of the Loans because they are detected during the validity of the same, that some of them or the Mortgage Transfer Certificates do not adjust to the declarations contained in section IV.1.1, or to the specific characteristics of the same communicated by the Assignor to the Management Company, the Assignor agrees to, with prior approval of the Management Company, proceed to substitute the Loans that are found in said situation, subject to the following rules:

1. The party that obtains knowledge of the existence of a hidden defect, be it the Assignor or the Management Company, shall inform the other party of such circumstance in writing. The Assignor will have a period of five (5) Business Days from the referred to notification to remedy such circumstance where it is susceptible to remedy or to proceed with the partial or total substitution of the Loans or Mortgage Transfer Certificates, communicating to the Management Company the characteristics of the loans that it proposes to assign in substitution, which should comply with the declarations contained in section IV.1.1 and be homogeneous with the Loans that are pooled in the Fund. Once the verification by

the Management Company has taken place with regard to the suitability of the substituting loan, and having expressly manifested to the Assignor that the loans are fit for substitution, this will take place through the termination of the assignment of the affected Loans and, in its case, the cancellation of the corresponding Mortgage Transfer Certificate, and the simultaneous assignment of the new loans. The unpaid or defaulted amounts of the loan that presents the hidden defect shall correspond to “la Caixa”.

The substitution will be carried out by public deed with the same formalities established for the acquisition of the loans at the formation of the Fund in conformity with the specific characteristics of the new loans object of assignment. The Management Company will submit a copy of said contract to the CNMV and to the Rating Agencies.

2. Subordinate to the obligation assumed in conformity with rule 1 previous, and in the event of not proceeding with the total substitution of the affected Loans, it shall proceed to the resolution of the assignment of the non-substituted affected loans and, in its case, the cancellation of the corresponding Mortgage Transfer Certificate. Said resolution will be affected through the reimbursement, in its case, to the Fund by the Assignor, of the outstanding principal of the non-substituted affected Loans, of their unpaid accrued interest up until the date of reimbursement, as well as any other amount that might correspond to the Fund by virtue of said Loans.

d) Right of Purchase.

The Fund will concede to the Assignor a right of purchase (the “Right of Purchase”) over the total of the non-Mortgage Loans and the Mortgage Transfer Certificates remaining in the Fund, that will be exercisable in any moment after the time the amount of the Outstanding Balance of the Loans is less than ten (10) percent of the initial capital of the Loans in the date of the Fund formation, and always so long as all payment obligations derived from the Bonds of each Series in accordance with the Payment Priority Order can be attended to and cancelled in their totality.

The exercise of the Right of Purchase will be subject to the following conditions:

- (i) The purchase should take place on the Payment Date and include the totality of the remaining Assigned Assets that are held by the Fund, without room, as a result, for its partial execution.
- (ii) The Assignor shall communicate to the Management Company and to the CNMV its decision to exercise its Right of Purchase with at least thirty (30) days notice prior to the Payment Date in which the acquisition is to take place. Said communication will be done by the Assignor in writing, in a verifiable manner, and addressed to a person or persons with sufficient powers.
- (iii) The previous attainment by the Assignor of all the permissions and authorizations, so much administrative as internal, that are required to that effect.

The price that the Assignor should pay to the Fund as a consequence of the exercise of the Right of Purchase of the remaining Assigned Assets will be fixed according to the following terms:

- i) for the Loans that do not have unpaid or defaulted amounts: their Outstanding Balance Pending of the assets on the Payment Date in which the Right of Purchase is given effect together with the ordinary interest accrued and not demandable on that Payment Date; and
- ii) for the Loans that have Unpaid Amounts and/or Defaulted Amounts: the price set by a third party, designated by common agreement between the Assignor and the Management Company, taking into account the recovery expectations.

In any case, the total price that the Assignor pays to the Fund in exercise of the Right of Purchase shall be sufficient to attend to and cancel in their totality the payment obligations derived from the Bonds issued against the Fund, in accordance with the Payment Priorities Order.

Once the Right of Purchase is exercised and the purchase price paid, the Assignor will become holder of the Assigned Assets, constituting a full and unconditional assignment on the part of the Fund.

The exercise of the Right of Purchase by the Assignor will give rise to the early liquidation and termination of the Fund in agreement with that established in section III.8.1 of the Informative Prospectus.

e) Actions in the case of non-payment of the Assigned Assets.

The Fund, through the Management Company, will have at its disposal action against the Debtors for breach of their payment obligations derived from the Assigned Assets. Said action should be exercised through the court proceedings for enforcement that correspond in accordance to that set forth in articles 517 and following of the Law of Civil Judicial Proceedings (Ley de Enjuiciamiento Civil), fulfilling, in its case, the requisites of legitimating that would enable it do so for that purpose.

1. In the event of failure to pay the principal or interest of a Mortgage Transfer Certificate by reason of the non-payment by the Debtor to the Mortgage Loan, the Management Company, acting in representation and on behalf of the Fund, shall have at its disposal the following powers foreseen in article 66 of Royal Decree 685/1982, modified by Royal Decree 1289/1991:
 - (i) Compel “la Caixa” as Administrator that it urge the enforcement of the mortgage.
 - (ii) Concur in equal terms with “la Caixa”, as the issuer of the Mortgage Transfer Certificates, in the enforcement that it follows against the debtor, reaching such purpose through any enforcement proceeding provoked by it.
 - (iii) If “la Caixa” fails to initiate proceedings within sixty (60) natural days from the notarized course of action for the requiring of payment of the debt, the Management Company, in representation and on behalf of the Fund, will be subordinately legitimized for the exercise of the mortgage proceedings of the mortgage Loan, as much for the principal as for the interest, and “la Caixa” will be obligated to emit a certification of the existing balance of the Mortgage Loan.
 - (iv) In the event of the halting of the procedure followed by “la Caixa”, the Fund, duly represented by the Management Company, will be able to subrogate itself into the position of it and continue the enforcement proceedings, without necessity of the passing of the special period.

In the cases foreseen in paragraphs (iii) and (iv), the Management Company, in representation of the Fund, will be able to instigate to a competent Judge the commencement or continuation of the corresponding procedure for mortgage enforcement, accompanying its demand with the original Mortgage Transfer Certificate removed from the judicial record, the notary requirement foreseen in section (iii) preceding and Registrar Certification of the inscription and subsistence of the mortgage, for the case of the Mortgage Transfer Certificates, and the supporting document for the claimed balance.

In the case that it is legally necessary, and to the effect set forth in articles 581.2 and 686.2 of the Law of Civil Judicial Proceedings, the Administrator, in the Formation Deed itself, will grant an irrevocable power, as broad as necessary in law for the Management Company, acting in name and representation of the Administrator to unitarily require that the mortgage debtor of any of the Mortgage Loans pay its debt.

The Fund, in its capacity of owner of the Mortgage Transfer Certificates, will likewise be able, through the Management Company, to equally participate in rights with the Administrator in the enforcement proceedings and in this way will be able, in the terms set forth in articles 691 and following of the Law of Civil Judicial Proceedings, request the adjudication of the real estate mortgage in payment of its credit. The Management Company will proceed to the sale of the adjudicated real estate within the briefest period possible in market conditions.

2. In the case of the breach by the Debtor of the payment obligations derived from the non-Mortgage Loans, the Fund, either through the Management Company or through the Administrator, will have at

its disposal executive action against said Debtors, in conformity with the procedures foreseen for said process in the Law of Civil Judicial Proceedings.

Neither the Holders of the Bonds nor any other creditor of the Fund will dispose of any direct action against the Debtors that have defaulted on their payment obligations, it being the Management Company, as representative of the Fund, owner of the Assigned Assets, that holds said right of action in the terms described in the present section.

IV.2 Succinct description and summary of the regime and ordinary procedures of administration and custody of the Assigned Assets, with special attention to the procedures foreseen in relation to the delay or default in principal or interest, early amortization, implementation and, in its case, modification or renegotiation of the loans

“la Caixa”, Assignor of the Assigned Assets to be acquired by the Fund, in conformity with that established in article 2.2.b) of Royal Decree 926/1998 and, with respect to the Mortgage Transfer Certificates, in article 61.3 of Royal Decree 685/1982, will maintain, as agent of the Management Company, the administration and management of the Assigned Assets, regulating itself through the Contract of Administration and Management of the Assigned Assets and Mortgage Transfer Certificates (the “Administration Contract”), the relations between “la Caixa” and the Fund, represented by the Management Company, in so far as the custody and administration of the Assigned Assets and the deposit of the Mortgage Transfer Certificates.

“la Caixa” (in so far as the Administration Contract, the “**Administrator**”), accepts the mandate received by the Management Company and, by reason of said mandate, agrees to the following:

- (i) To exercise the administration and management of the Assigned Assets acquired by the Fund in the terms of the regime and ordinary procedures of administration and management established in the Administration Contract
- (ii) To continue administrating the Assigned Assets, dedicating the same time and attention to them and the same level of skill, care and diligence in the administration of the same that it would dedicate and exercise in the administration of its own loans and, in any case, will exercise an adequate level of skill, care and diligence in the provision of services foreseen in the Administration Contract.
- (iii) That the procedures that apply and will apply for the administration and management of the Assigned Assets are and will continue to be in conformity with the laws and norms in effect that are applicable.
- (iv) To carry out the instructions of the Management Company with due loyalty.
- (v) To indemnify the Fund for the losses and damages that could derive from the default on the obligations undertaken by virtue of the Administration contract.

The Administrator in any case relinquishes the powers and privileges that the law confers in its status of administrator of the collections of the Fund, the administrator of the Assigned Assets and the repository of the corresponding contracts, and, in particular, of those that are stipulated in articles 1.730 and 1.780 of the Civil Code and 276 of the Commercial Code.

The most relevant terms of the Administration Contract are set out below in the following paragraphs of the present section.

IV.2.1 Regime and ordinary procedures of administration and management of the Assigned Assets

The succinct description and summary of the regime and ordinary procedures of administration and management (in the following, the “**services**”) of the Assigned Assets regulated through the Administration Contract is the following:

1. Custody of deed, documents and archives

The Administrator will maintain all deeds, contracts, documents, and computer registries relative to the Assigned Assets and will not abandon their possession, custody or control without the previous written consent of the Management Company to that effect, except when the document is required to initiate proceedings for the claim of a Loan, or it is demanded by any other competent authority.

The Administrator will reasonably facilitate the access, in every moment, to said deeds, contracts, documents and registries, to the Management Company or the Fund auditors, duly authorized to this effect. Likewise, if the Management Company requests it, the Administrator will 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 Administrator will continue the collection management for all amounts that should be satisfied by the Debtors deriving from the Assigned Assets, as well as any other compensation, including that corresponding to the insurance contracts against damages to the mortgaged real estate in guarantee of the Mortgage Loans. The Administrator shall use due diligence so that the payment that the Debtors should realise will be collected in accordance with the contractual terms and conditions of the Assigned Assets. The deposit by the Fund Administrator of the amounts received by the Assigned Assets will be realised daily with the same date in which it receives them.

The amounts that should be received from the Assigned Debtors in payment of principal, ordinary or default interest, and others, derived from the Assigned Assets, in no case will be advanced by the Administrator in charge of receiving them, but will only be deposited to the Fund, in the Treasury Account, in conformity with that established in the Administration Contract.

3. Fixing of the interest rate

In the Assigned Assets in which the interest rate is variable, the Administrator will continue fixing said interest rates in conformity to that established in the corresponding Loans contracts, drawing up the communications and notifications that these establish to that effect.

4. Information

The Administrator should periodically communicate to the Management Company the information relating to the individual characteristics of each one of the Assigned Assets, with regard to the compliance by the Debtors of their payment obligations to the Assigned Assets, with regard to the arrears situation, with regard to the changes made in the characteristics of the Assigned Assets, and with regard to the actions of requiring payment in the case of delay and of judicial actions, all through the procedures and with the periodicity established in the Administration Contract.

Likewise, the Administrator should prepare and submit to the Management Company the additional information that, in relation to the Assigned Assets or the rights derived from the same, the Management Company requests and, especially, the documentation required for the initiation, in its case, through the Management Company, of judicial actions.

5. Subrogation of the Loans

The Administrator will be authorized to allow substitutions in the position of the Debtor in the Loans contracts, exclusively in the cases where the characteristics of the new Debtor are similar to those of the old and they fit the criteria for the granting of the loans described in the corresponding Memorandum about the Criteria for the Granting of Loans, annex to the Fund Formation Deed, and always where the expenses deriving from this modification are paid, in their entirety, by the Debtors. The Management Company can limit in whole or in part this legal authority of the Administrator or establish conditions to the same, when said substitutions could negatively affect the ratings granted to the Bonds by the Rating Agency.

On the other hand, in relation to the Mortgage Loans, the mortgage Debtor will be able to instigate the subrogation of the Administrator in the aforementioned Loans according to that set forth by Law 2/1994. The subrogation of a new creditor in the Loan and the resulting payment of the amount owed will produce the anticipated amortisation, depending on the case, of the Mortgage Loan and of the corresponding Mortgage Transfer Certificate.

6. Powers and actions in relation to the process of renegotiation of the Assigned Assets

The Administrator will not be able to voluntarily cancel the Assigned Assets or their guarantees for cause distinct from the Loan payment, nor renounce nor compromise these, nor cancel in whole or in part or extend them, nor in general realise any other act that diminishes the legal effectiveness or economic value of the Assigned Assets or their guarantees, without prejudice to the ability to proceed to attend the petitions of the Debtors with equal diligence and procedure as if the Loans were its own.

Notwithstanding the above, the Management Company will be able, in exceptional circumstances and in its capacity of administrator of third-party business, give instructions to the Administrator or authorize it with the necessary character so that it may reach agreement with the Debtor, in the terms and conditions that it esteems opportune in conformity with the requirement established in this section, and attending in this way Law 2/1994 on subrogation and modification of mortgage loans, the modified novation of the Loan in question, be it for the renegotiation of the interest rate or for the extension of the due date, for the case of the Mortgage Loans and so that their ranking is not prejudiced by virtue of said modifications.

a) Renegotiation of the interest rate

In no case will the Administrator be able to open by its own initiative, without request by the Assigned Debtor, renegotiations of the interest rate that could result in a decrease in the interest rate applicable to a Loan.

- (i) Without prejudice to that which will be determined next, all renegotiation of the interest rate undersigned by the Administrator, will take place only with the previous written consent of the Management Company, in representation of the Fund, it being advisable that the Administrator request said consent of the Management Company as soon as it has knowledge that a Debtor requests a renegotiation. Notwithstanding, the Management Company will initially authorize the Administrator to open and accept renegotiations of the applicable interest rate of the Assigned Assets, requested by the Debtors, for reason of the existence of the Contract of Debtor Swap that guarantees a fixed margin for the Fund.

Notwithstanding that established in the prior paragraph, the Administrator no longer will be able to realise future renegotiations of interest rates of the Loans that it administers if on the last day of the previous month, the average adjusted interest rate of the Assigned Assets resulted to be less than the Euribor three (3) months plus a margin of 0.60% annually.

In case any renegotiation of the Assigned Assets comes to take place, in accordance with that established in this section, the Administrator will proceed to realise an immediate communication to the Management Company of the conditions resulting from the renegotiation.

b) Extension of the due date

The date of final maturity or of the last amortisation of the Loans can be extended (“extension of deadline”) subject to the following rules and limitations:

- i) In no case will the Administrator be able to begin by its own initiative, that is, without being by request of the Debtor, the modification of the final due date of the Loan, from which could result the extension of the same. The Administrator, 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 that is the sum of the capital or principal of the Loans assigned to the Fund over which a

deadline extension occurs shall not exceed 10% of the capital or principal of all the Loans assigned to the Fund.

- iii) The extension of the due date for any particular Loan may be carried out so long as the following requirements are met:
 - a) That, in all cases, the frequency of the quotas is maintained or reduced, but maintaining the same amortisation system.
 - b) That the new final due date or date of final amortisation, will be at the latest, September 15, 2033.

The Management Company, in representation of the Fund, will be able, in any given moment, to cancel, suspend, or modify the authorisation and requirements for the renegotiation on the part of the Administrator that are established in this section, or in the case of modification, it has previously authorized. In any case, all renegotiation of the interest rate or due date for the Loans being or not generically modified, shall be undertaken and resolved with the interests of the Fund in mind.

When any renegotiation of a Loan takes place, the Administrator will communicate immediately to the Management Company the conditions resulting from each renegotiation. Said communication will take place through the electronic registry foreseen for the updating of the Loans conditions.

In the case of renegotiation agreed to by the Management Company, in representation and on behalf of the Fund, of the Loans or their due dates, the modification of the conditions will affect the Fund in conformity with the fifteenth norm, section 2d) of the Circular 4/1991, of June 16, of the Bank of Spain.

The contractual documents that document the novation of the renegotiated Loans will be entrusted with the Administrator in conformity to that established in paragraph 1 of the present section.

7. Action against the Debtors in case of default on the Assigned Assets

Action in the case of delay

The Administrator will apply equal diligence and procedure to the claim for the amounts owed and not satisfied to the Assigned Assets as it would for the rest of the loans in its portfolio.

In the case of default on the payment obligations by the Debtor, the Administrator will carry out the actions described in the Administration Contract, adopting to that effect the measures that it would normally take if the loans of its own portfolio were involved and acting in accordance with good banking use and practice for the collection of the amounts owed, being obligated to anticipate those expenses that will be necessary to carry forth said actions, without prejudice to the right to be reimbursed by the Fund. Stand included, of course, in said actions, all judicial action that the Administrator considers necessary for the claim and collection of the amounts due by the borrowers.

Judicial Actions

The Administrator, by virtue of the fiduciary title to the Assigned Assets or by virtue of its powers that are mentioned in the paragraph following, will exercise the corresponding actions against the Assigned Debtors that default on their payment obligations derived from the Assigned Assets. Said action should be exercised through the formalities of judicial proceeding for execution that correspond in conformity with that set forth in article 517 and following of the Law of Civil Procedure.

To the previous effects and for the case in which it results to be necessary, the Management Company, in the Formation Deed, bestows a power as broad as may be required by law in favour of "la Caixa" so that it, acting through any of its representatives with sufficient authority to that end, may, in name and representation

of the Management Company as representative of the Fund, require, through any means judicial or extrajudicial, that the Debtor of any of the Assigned Assets pay its debt, carrying out the legal action against the same, in addition to other functions required for the exercise of its functions as Administrator. These functions can be amplified or modified by means of writing in the case where it may be necessary.

In relation to the credit rights derived from the Loans, the Administrator should, in general, present an executive demand if, during a period of six (6) months, the Assigned Debtor of a Loan that has defaulted on its payment obligations has not resumed payments to the Administrator and the Administrator, with the consent of the Management Company, fails to obtain promise of payment satisfactory for the interests of the Fund. The Administrator, in any case, should proceed immediately to the presentation of the executive demand if the Management Company, in representation of the Fund, and the previous analysis of the specific circumstances, deem it appropriate.

If eight (8) months have transpired since the last date of default, without the Debtor resuming the payments or without restructuring, and the Administrator has failed to present an executive demand without sufficient justification for such failure, then the Management Company, in representation of the Fund, will proceed immediately to the initiation of the judicial proceedings corresponding to the total demand of the debt.

In the case of a standstill in the proceedings followed by the Administrator without motive sufficient to justify it, the Management Company, in representation of the Fund, will be able, in its case, to subrogate itself to the position of the Administrator and continue with the judicial process.

The Administrator is obligated to timely inform of the requests for payment, judicial actions, or any other circumstances that affect the collection of the pending overdue amounts for the Assigned Assets. Likewise, the Administrator will facilitate to the Management Company all the documentation that it may request in relation to said Loans and, in particular, the documentation necessary for the commencement, in its case, of legal actions by the Management Company.

8. Insurance for damage to the mortgaged real estate

The Administrator shall not adopt nor omit to adopt any measure when such action would result in the cancellation of any insurance policy against damage to the mortgaged real estate or that would result in the reduction of the amount to be paid in any claim on the same. The Administrator should exercise due diligence and, in any case, exercise the rights that the insurance policies or that the Loans confer on it with the object of maintaining in vigour and plain effect said policies (or any other policy that grants equivalent coverage) in relation to each Loan with guarantee of mortgage loan and its corresponding real estate.

The Administrator will be obliged to advance the payment of the policy premiums that have not been satisfied by the Debtors, always having reliable knowledge of said circumstance, without prejudice to its right to be reimbursed by the Fund for the amounts satisfied.

The Administrator, in case an accident, should coordinate the actions for the collections of the indemnifications derived from the insurance policies for damage to the real estate, in accordance with the terms and conditions of the Loans and of the policies themselves, depositing to the Fund, in its case, the amounts collected.

9. Compensation

In the event that any of the Debtors of the Assigned Assets maintains a right to a cash credit, due and demandable against the Administrator and, as such it results that any of the Assigned Assets is compensated, in whole or in part, against such right of credit, the Administrator will remedy such circumstance or, if it is not possible to remedy it, the Administrator will proceed to deposit to the Fund the amount that had been compensated plus the interest accrued that would have corresponded to the Fund up until the day in which the deposit is made, calculated in accordance with the applicable conditions of the corresponding Loan.

10. Subcontracting

The Administrator will be able to subcontract any of the services that it has agreed to provide by virtue of the Administration Contract, except for those that are undelegable under applicable law. Said subcontracting shall not in any case suppose additional cost or expense to the Fund or the Management Company, and shall not cause a lowering of the rating granted to each of the Series of Bonds. Notwithstanding any subcontracting or delegation, the Administrator will 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.

11. Notifications

In the event that the Administrator finds itself in any situation of insolvency or bankruptcy, the Management Company will carry out, as soon as it has knowledge of said situation, the timely notification to the Assigned Debtors of the assignment of the Loans to the Fund.

Likewise, the Management Company will be able, in any moment that it deems appropriate, require that the Administrator notify the holders of the assignment of the Loans of the Fund. In this same case, if the Administrator has failed to fulfil the requirement of the Management Company within ten (10) Business Days from its receipt, the Management Company will itself proceed to carry out the required notification, without prejudice to the accountability in which the Administrator could incur as a consequence of the failure to comply.

IV.2.2. Duration

The services will be rendered by the Administrator until, once the totality of the Assigned Assets acquired by the Fund are amortized, the obligations assumed by the Administrator in so far as Assignor of these are extinguished, or when the liquidation of the Fund is concluded, without prejudice to the possible early revocation of its mandate in conformity with the terms of the Administration Contract.

As much as in the case of the Administrator's breach of its obligations established in the Administration Contract, as in finding itself in a situation of insolvency or bankruptcy or being the object of administrative intervention, such as for a decrease in its credit rating, which would suppose a prejudice or risk for the financial structure of the Fund or for the rights and interests of the Bondholders, the Management Company will be able, if legally possible, to take any of the following actions:

- (i) Require that the Administrator subcontract or delegate or be guaranteed in relation to said obligations by another entity that in the judgment of the Management Company has the adequate legal and technical capacities.
- (ii) Terminate the Administration Contract so that the Management Company may previously designate a new Administrator.

In the event that neither actions (i) or (ii) above are possible, the Management Company shall directly assume the performance of the services foreseen in the Administration Contract. All of this should be carried out without negative impact on the ratings of the bonds.

The Management Company will take into account the proposals that the Administrator makes so much for the subcontracting, delegation, or designation of a substitute in the realisation of its obligations, as for the entity that could guarantee it in the execution of the same.

The Administrator will also be able to voluntarily renounce the exercise of the administration and management of the Assigned Assets where possible in conformity to the applicable law at any given moment and always where (i) it is authorized by the Management Company, (ii) the Management Company has designated a new Administrator with adequate credit rating and quality and the ratings granted to the Bonds by the Ratings Agency is not prejudiced and (iii) the Administrator has indemnified the Fund for the damages that the resignation and substitution could cause it.

The early liquidation of the Administration Contract having occurred, the Administrator will place at the disposition of the new Administrator, at the request of the Management Company and in the form that the Management Company determines the documents and computer records necessary to perform its corresponding activities.

The Administration Contract will be terminated at law where the Ratings Agencies fail to confirm as final the provisional ratings of each of the Series before the start of the Subscription Period.

IV.2.3. Responsibility of the Administrator and indemnification

In no case will the Administrator have any responsibility in relation to the obligations of the Management Company in its capacity as administrator of the Fund and manager of the interests of the Bondholders, nor in relation to the obligations of the Debtors derived from the Assigned Assets, this without prejudice to the responsibilities assumed by it in the Formation Deed as Assignor of the Assigned Assets acquired by the Fund.

In accordance with that set forth in Royal Decree 926/1998 and in Law 19/1992, the Bondholders will run the risk of default on the Loans. As such, the Assignor does not assume any responsibility for the default of the Assigned Debtors, be it in the principal or in the interest that they could owe by virtue of the Mortgage Loans and/or the Non-Mortgage Loans.

The Administrator assumes the obligation to indemnify the Fund or the Management Company for any damage, loss or expense these may have incurred by reason of the breach by the Administrator of its obligations of administration, management and information of the Assigned Assets and custody of the Mortgage Transfer Certificates, established by virtue of the Administration Contract.

The Management Company, in representation and on behalf of the Fund, as holder of the Mortgage Transfer Certificates, will have, in its case, executive action against “la Caixa” as 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 on said concepts is not a consequence of the failure to pay by the Debtors of the Mortgage Loans. Likewise, the Management Company will have the corresponding actions for the effectiveness of the due dates of the Non-Mortgage Loans, when the default is not a consequence of the failure to pay on the part of the Debtors of said Non-Mortgage Loans.

The Assigned Assets being extinguished, the Fund, through the Management Company, will retain action against the Administrator until the fulfilment of its obligations.

Neither the bondholders nor any other creditor of the Fund will have any right of action against the Assignor, it being the Management Company, as representative of the Fund owner of the Assets that has said right of action.

IV.2.4. Remuneration of the Administrator for the functions of administration and management of the Assigned Assets and deposit of the Mortgage Transfer Certificates.

As consideration for the custody, administration and management of the Assigned Assets and the deposit of the Mortgage Transfer Certificates, “la Caixa” as Administrator will have the right to receive by finished quarter in each of the Payment Dates and during the period in which the Administration Contract in effect, a subordinated administration commission equal to 0.01% annual, Value Added Tax included in the case where not exempt, that will accrue over the effective days that have passed and over the Outstanding Balance of the Assigned Assets that it administers during each Interest Accrual Period. If “la Caixa” is substituted in said task of administration, the Management Company will be empowered to modify the prior commission percentage in favour of the new Administrator. Likewise, in the event that the Management Company would have to directly assume the administration and management of the Securitised Assets, the commission for the administration of the Assigned Assets will accrue in favour of the Management Company during the entire effective time of the exercise of such functions. In the event that “la Caixa” would have to be substituted as Administrator of the portfolio, the remuneration of the new Administrator will pass to become part of the ordinary expenses of the Fund, included in the first paragraph of the Payment Priority Order.

If the Fund, through the Management Company, lacks sufficient liquidity in agreement with the Payment Priority Order of the Fund, to pay the on the Payment Date the totality of the commission owed, the amounts not paid will accumulate without any penalty to the commission that should be paid in the following Payment Dates, proceeding with the payment at that same moment.

Likewise, in each Payment Date, the Administrator will have the right to reimbursement for all the expenses of exceptional character which it may have incurred, in relation to the administration of the Assigned Assets such as those occasioned by reason of executive actions or by the administration of the sale of the goods or real estate adjudicated for the Fund, and prior justification for the same. Said expenses will be paid always where the Fund has sufficient liquidity and in accordance with that foreseen in the Payment Priority Order.

IV.3. Succinct description and summary of the general policies on concession and conditions of formalization established in the matter of the assets that are pooled in the Fund by the Assignor of them

IV.3.1. Succinct description of the procedures established by the Assignor of the Assigned Assets, for the analysis of risks and concession of the loans

The criteria for analysis and evaluation of the credit risk of the Assignor for the concession of selected loans that will be assigned in large part to the Fund in the moment of its formation are described in Annex 9 of the Formation Deed under the title “Internal Rules for the Granting of Loans”

IV.3.2. Statistical information of the evolution of the credit activity of the Assignor relative to the assets pooled in the Fund.

The following chart exhibit different aspect of the evolution in the last years of the credit investment of “la Caixa” as Assignor, corresponding to loans granted to a representative segment of the loans selected to be assigned to the Fund, in this case, loans to SMEs.

Credit investment and arrears.

Date	Credit Investment		Transactions in default		
	Number Transactions	Balance	Number Transactions	Balance	%Rate of Arrears
1	2	3	4	5	6
1999	129,656	6,186,683,536.70	4,117	87,086,735.84	1.41%
2000	156,537	8,261,837,382.62	3,422	80,313,559.84	0.97%
2001	195,182	10,517,215,653.28	3,763	80,486,514.64	0.77%
2002	207,358	11,540,435,563.54	3,850	85,641,701.40	0.74%
30/09/2003	227,146	14,099,217,570.21	4,265	102,265,889.48	0.73%
Balance in euros					
1: The date is always understood as December 31, except in 2003: September 30					
2: Number of open transactions at year's end					
4: Number of transactions in default at year's end					
6: Percentage of Net Overdue Balance in relation to the Total Net Balance					

IV.4. Description of the portfolio of loans selected for grouping in the Fund at its formation

a) Number of loans and amount or balance presently pending expiration of the same

The professional portfolio of the selected loans that will be assigned in the most part to the Fund in the moment of its formation is formed by loans with a nominal value that on October 27, 2003, totalled € 754,809,526.09 and that has been the object of audit by the company Deloitte&Touche España, S.L.

b) Information on the distribution by type of guarantee.

The following chart shows the distribution by type of loan guarantee. All the loans that are incorporated into the provisional portfolio are loans granted bilaterally by “la Caixa” to non-finance companies domiciled in Spain.

Loan portfolio on October 27, 2003				
Classification by Type of Guarantee				
Type of Guarantee	Loans		Outstanding Principal	
	Number	%	Amount (euros)	%
MORTGAGE	8,283	54.09%	557,604,951.28	73.87%
REAL ESTATE GUARANTEES	2	0.01%	50,946.49	0.01%
MONEY DEPOSITS	133	0.87%	7,178,637.70	0.95%
PERSONAL SPECIAL GUARANTEE				
ENDORSEMENT	2	0.01%	95,089.06	0.01%
OTHER PERSONAL GUARANTEES	6,892	45.01%	189,771,216.91	25.14%
OTHER GUARANTEES	1	0.01%	108,684.65	0.01%
Total Portfolio	15,313	100.00%	754,809,526.09	100.00%

c) Maximum, minimum and average values of the principal of the loans.

The following chart shows the distribution of the outstanding balance of the principal of the loans in intervals of fifty thousand (50,000) euros, as their average, minimum and maximum values.

Loans portfolio on October 27, 2003					
Classification by Outstanding Balance of the Principal					
Interval of principal (euros)		Loans		Outstanding Principal	
		number	%	Amount (euros)	%
0	50,000	10,089	65.89%	202,748,140.78	26.86%
50,000	100,000	3,129	20.43%	221,891,134.21	29.40%
100,000	150,000	1,353	8.84%	166,621,894.06	22.07%
150,000	200,000	371	2.42%	63,468,232.13	8.41%
200,000	250,000	190	1.24%	42,621,057.71	5.65%
250,000	300,000	121	0.79%	33,009,076.37	4.37%
300,000	350,000	59	0.39%	19,074,990.88	2.53%
5,350,000	5,400,000	1	0.01%	5,374,999.95	0.71%
Total portfolio		15,313	100.00%	754,809,526.09	100.00%
				Average principal:	49,292,07
				Minimum principal:	210.44
				Maximum principal:	5,374,999.95

d) Character of the interest rate and reference indexes applicable for the determination of the variable interest rates applicable to the loans

All of the loans that make up the portfolio have a variable interest rate. The following chart shows the distribution of the loans in function of the reference indexes applicable to the variable interest rate loans.

Loan portfolio on October 27, 2003

Classification by reference index of the interest rate				
Reference Index	Loans		Outstanding Principal	
	Number	%	Amount (euros)	%
EURIBOR - A LAS 11 HORAS	6,342	41.42%	234,298,340.32	31.04%
EURIBOR OFICIAL	3,107	20.29%	252,344,733.52	33.43%
I.R.M.H. INDICE REF. MERC. HIPOT.	620	4.05%	11,248,047.58	1.49%
I.R.P.H. CAJAS	4,091	26.72%	188,755,511.04	25.01%
MIBOR (IND.OFIC)	403	2.63%	18,908,280.53	2.51%
MIBOR BANC.ESP.	168	1.10%	11,610,183.20	1.54%
MIBOR(IND.OF. NO EURIBOR)	577	3.77%	37,166,374.50	4.92%
MIBOR- CAIXA A LAS 11H.	5	0.03%	478,055.40	0.06%
Total Portfolio	15,313	100.00%	754,809,526.09	100.00%

e) **Applicable nominal interest rates: maximum, minimum and average rates for the loans.**

The following chart shows the distribution of the loans in intervals of 0.50% of the nominal interest rate, as their average, minimum and maximum values.

Loans portfolio on October 27, 2003					
Classification by Nominal Interest Rate					
Interest Rate % Interval	Loans		Outstanding Principal		
	Number	%	Amount (euros)	%	
2	2.49	32	0.21%	2,538,844.91	0.34%
2.5	2.99	437	2.85%	33,323,877.52	4.41%
3	3.49	2212	14.45%	135,197,676.73	17.91%
3.5	3.99	2704	17.66%	178,077,082.01	23.59%
4	4.49	3814	24.91%	178,763,747.66	23.68%
4.5	4.99	3105	20.28%	137,302,891.83	18.19%
5	5.49	1663	10.86%	57,137,056.88	7.57%
5.5	5.99	834	5.45%	23,269,250.97	3.08%
6	6.49	222	1.45%	4,835,382.90	0.64%
6.5	6.99	156	1.02%	2,458,142.86	0.33%
7	7.49	99	0.65%	1,419,492.57	0.19%
7.5	7.99	14	0.09%	222,545.95	0.03%
8	8.49	4	0.03%	48,623.87	0.01%
9	9.49	12	0.08%	155,488.59	0.02%
9.5	9.99	2	0.01%	18,401.50	0.00%
10	10.49	3	0.02%	41,019.34	0.01%
Total Portfolio		15,313	100.00%	754,809,526.09	100.00%
				Adjusted Average:	4.04%
				Simple average:	4.26%
				Minimum:	2.01%
				Maximum:	10.25%

f) **Formalisation and final due dates of the loans**

Date of formalisation

The following chart shows the distribution of the loans according to the date of formalisation in semester intervals, as average, minimum and maximum.

Loan portfolio on October 27, 2003					
Classification by loan formalisation date					
Interest Rate % Interval		Loans		Outstanding Principal	
		Number	%	Amount (euros)	%
01/07/1988	31/12/1988	1	0.01%	10,449.57	0.00%
01/01/1989	30/06/1989	1	0.01%	146,761.98	0.02%
01/07/1989	31/12/1989	4	0.03%	50,534.67	0.01%
01/01/1990	30/06/1990	9	0.06%	441,619.18	0.06%
01/07/1990	31/12/1990	12	0.08%	263,059.23	0.03%
01/01/1991	30/06/1991	29	0.19%	493,991.02	0.07%
01/07/1991	31/12/1991	31	0.20%	805,940.15	0.11%
01/01/1992	30/06/1992	33	0.22%	998,223.49	0.13%
01/07/1992	31/12/1992	46	0.30%	1,462,276.34	0.19%
01/01/1993	30/06/1993	53	0.35%	1,127,725.45	0.15%
01/07/1993	31/12/1993	83	0.54%	2,397,167.65	0.32%
01/01/1994	30/06/1994	84	0.55%	2,242,984.79	0.30%
01/07/1994	31/12/1994	95	0.62%	2,537,121.77	0.34%
01/01/1995	30/06/1995	214	1.40%	4,270,421.79	0.57%
01/07/1995	31/12/1995	172	1.12%	3,973,422.94	0.53%
01/01/1996	30/06/1996	178	1.16%	4,560,913.46	0.60%
01/07/1996	31/12/1996	184	1.20%	6,087,604.40	0.81%
01/01/1997	30/06/1997	185	1.21%	7,872,293.43	1.04%
01/07/1997	31/12/1997	237	1.55%	12,232,270.38	1.62%
01/01/1998	30/06/1998	262	1.71%	15,331,934.42	2.03%
01/07/1998	31/12/1998	276	1.80%	14,914,361.29	1.98%
01/01/1999	30/06/1999	407	2.66%	24,319,035.58	3.22%
01/07/1999	31/12/1999	589	3.85%	31,973,694.65	4.24%
01/01/2000	30/06/2000	911	5.95%	44,356,010.41	5.88%
01/07/2000	31/12/2000	911	5.95%	49,527,212.61	6.56%
01/01/2001	30/06/2001	1,332	8.70%	66,226,628.90	8.77%
01/07/2001	31/12/2001	1,484	9.69%	69,507,402.35	9.21%
01/01/2002	30/06/2002	1,934	12.63%	102,863,769.80	13.63%
01/07/2002	31/12/2002	2,217	14.48%	108,770,327.12	14.41%
01/01/2003	30/06/2003	2,568	16.77%	132,922,246.26	17.61%
01/07/2003	31/12/2003	771	5.03%	42,122,121.01	5.58%
Total portfolio		15,313	100.00%	754,809,526.09	100.00%
		28.86	Months	Adjusted average antiquity	
		178	Months	Maximum antiquity	
		2	Months	Minimum antiquity	

Final due date and residual life.

The amortisation of the loans will take place during the entire remaining life until total amortisation, period during which the debtors should satisfy comprehensive monthly quotas of reinvestment of the capital and interest.

In any given moment in the life of the loans, the debtors can anticipatedly repay part or all of the capital pending amortisation, halting the accrual of interest on the part anticipatedly cancelled, from the time that repayment occurs.

The following chart shows the distribution of the loans according to the final due date in annual intervals, as the adjusted average total residual life and the minimum and maximum final due dates.

Loan portfolio on October 27, 2003				
Classification by final amortisation date				
Due Date	Loans		Outstanding Principal	
	Number	%	(euros)	%
2004	283	1.85%	3,710,841.63	0.49%
2005	2010	13.13%	35,115,005.09	4.65%
2006	2222	14.51%	56,851,702.35	7.53%
2007	2077	13.56%	65,033,545.19	8.62%
2008	1554	10.15%	58,427,083.88	7.74%
2009	767	5.01%	39,396,142.58	5.22%
2010	720	4.70%	45,997,951.02	6.09%
2011	842	5.50%	51,964,670.22	6.88%
2012	1008	6.58%	76,890,976.49	10.19%
2013	1063	6.94%	92,375,535.88	12.24%
2014	337	2.20%	33,251,518.21	4.41%
2015	541	3.53%	36,171,126.75	4.79%
2016	402	2.63%	33,182,869.73	4.40%
2017	469	3.06%	43,337,485.30	5.74%
2018	362	2.36%	38,489,334.48	5.10%
2019	68	0.44%	3,989,707.45	0.53%
2020	48	0.31%	3,249,934.13	0.43%
2021	75	0.49%	5,228,548.36	0.69%
2022	133	0.87%	8,256,685.71	1.09%
2023	24	0.16%	2,750,291.22	0.36%
2024	12	0.08%	926,730.10	0.12%
2025	56	0.37%	3,376,783.82	0.45%
2026	42	0.27%	2,753,199.66	0.36%
2027	50	0.33%	3,035,778.06	0.40%
2028	26	0.17%	2,452,990.30	0.32%
2029	7	0.05%	636,527.46	0.08%
2030	9	0.06%	561,772.16	0.07%
2031	26	0.17%	803,131.40	0.11%
2032	31	0.20%	2,535,389.15	0.34%
2033	49	0.32%	4,056,268.31	0.54%
Total portfolio	15,313	100.00%	754,809,526.09	100.00%
		Minimum due date	01/05/2004	0.52 years
		Maximum due date	01/09/2033	30.28 years
		Adjusted average due date	27/05/2012	8.71 years

g) Information on the distribution by sectors of economic activity in conformity with the National Classification of Economic Activities (Clasificación Nacional de Actividades Económicas) (CNAE).

The following chart shows the distribution according to the CNAE to which the debtor businesses pertain according to their activity.

Loan portfolio on October 27, 2003					
Classification by industry					
CNAE	Loans		Outstanding Principal		
	Number	%	(euros)	%	
10	ANTHRACITE-COAL MINING	9	0.06%	302,848.46	0,04%
11	CRUDE OIL-GAS DRILLING	106	0.69%	5,543,940.91	0,73%
12	URANIUM MINING	71	0.46%	2,804,652.96	0,37%
13	IRON ORE MINING	20	0.13%	1,470,268.38	0,19%
14	NON-METALLIC MINERALS MINING	109	0.71%	5,548,016.32	0,74%
15	FOOD IND.	331	2.16%	19,791,921.52	2,62%
16	TABACO IND.	3	0.02%	272,308.53	0,04%
17	TEXTILE MANUFACTURING	111	0.72%	4,813,590.14	0,64%
18	FUR GOODS MANUFACTURING	54	0.35%	2,303,252.59	0,31%
19	LEATHER INDUSTRY	61	0.40%	2,636,525.07	0,35%
20	WOOD AND CORK INDUSTRY	185	1.21%	6,901,107.99	0,91%
21	PAPER INDUSTRY	26	0.17%	1,376,623.76	0,18%
22	GRAPHIC ARTS	256	1.67%	10,129,032.78	1,34%
24	CHEMICAL INDUSTRY	68	0.44%	3,792,012.61	0,50%
25	RUBBER PRODUCTS MANUFACTURING	88	0.57%	5,442,726.11	0,72%
26	MANUF. OTHER MINERAL PRODUCTS	123	0.80%	6,728,533.93	0,89%
27	METALLURGY	65	0.42%	3,321,017.88	0,44%
28	MANUFACTURE OF METAL PRODUCTS	277	1.81%	13,990,606.99	1,85%
29	CONSTRUCTION MACHINERY IND.	84	0.55%	3,514,301.15	0,47%
30	MANUF. OFFICE MACHINES-COMPUTERS	5	0.03%	201,645.59	0,03%
31	ELECTRICAL COMPONENTS MANUF.	37	0.24%	1,894,839.00	0,25%
32	ELECTRONIC COMP. MANUFACTURING	19	0.12%	674,171.43	0,09%
33	MEDICAL EQUIPMENT MANUFACTURING	25	0.16%	717,646.40	0,10%
34	MOTOR VEHICLE MANUFACTURING	20	0.13%	1,515,040.16	0,20%
35	MANUF. OTHER TRANSPORTATION COMP.	18	0.12%	448,546.04	0,06%
36	FURNITURE MANUFACTURING	213	1.39%	8,857,424.62	1,17%
37	RECYCLING	27	0.18%	1,301,697.44	0,17%
40	ENERGY PRODUCTION AND DISTRIBUTION	36	0.24%	1,642,630.69	0,22%
41	WATER DEVELOPMENT AND TREATMENT	14	0.09%	826,104.33	0,11%
45	CONSTRUCTION	2097	13.69%	92,533,483.69	12,26%
50	VEHICLE SALES-MAINTENANCE	549	3.59%	30,064,962.05	3,98%
51	WHOLESALE COMMERCE	1496	9.77%	74,273,386.24	9,84%
52	RETAIL COMMERCE	1656	10.81%	81,568,861.87	10,81%
55	HOTEL, RESTAURANT & CATERING	1136	7.42%	68,737,046.19	9,11%
60	GROUND TRANSPORTATION	591	3.86%	23,797,802.63	3,15%
61	MARITIME TRANSPORTATION	9	0.06%	468,019.49	0,06%
62	AIR TRANSPORTATION	3	0.02%	38,295.05	0,01%
63	AUX. TRANSPORTATION ACTIVITIES	175	1.14%	8,680,848.12	1,15%
64	POSTAL-TELECOMMUNICATIONS	70	0.46%	3,123,151.06	0,41%
65	CENTRAL BANK-MONETARY INTERM.	16	0.10%	790,971.34	0,10%
66	INSURANCE	30	0.20%	995,186.08	0,13%
67	FINANCE INTERMED. AUX. ACT.	90	0.59%	3,410,883.28	0,45%
70	REAL ESTATE SECTOR	1839	12.01%	106,425,162.61	14,10%
71	MACHINERY RENTAL	128	0.84%	5,612,260.54	0,74%
72	INFORMATION TECHNOLOGY ACT.	193	1.26%	7,606,686.11	1,01%
73	RESEARCH-DEVELOPMENT	17	0.11%	695,928.98	0,09%
74	OTHER BUSINESS ACTIVITIES	1462	9.55%	65,765,576.80	8,71%
75	PUBLIC SECTOR	3	0.02%	137,198.18	0,02%
80	EDUCATION	173	1.13%	6,930,236.31	0,92%
85	HEALTHCARE	265	1.73%	13,279,984.84	1,76%
90	PUBLIC SANITATION	38	0.25%	1,371,469.27	0,18%
91	ENTERPRISE ACTIVITIES	10	0.07%	517,678.89	0,07%
92	MOVIE INDUSTRY	301	1.97%	13,996,758.28	1,85%
93	CLEANING SERVICES	228	1.49%	10,677,447.94	1,41%
95	DOMESTIC SERVICES	1	0.01%	98,592.23	0,01%
99	EXTRATERRITORIAL ORGANIZATIONS	276	1.80%	14,448,614.24	1,91%
Total portfolio		15.313	100,00%	754,809,526.09	100,00%

h) Information on geographic distribution by province

The following chart shows the distribution by province of the loans, according to the provinces where the debtor companies are domiciled.

Loan Portfolio at October 27th 2003				
Geographical Classification by Spanish Province				
Province	Loans		Outstanding Principal	
	Number	%	Amount	%
ALAVA	83	0.54%	5,052,306.70	0.67%
ALBACETE	132	0.86%	4,494,744.97	0.60%
ALICANTE	600	3.92%	26,038,850.61	3.45%
ALMERIA	69	0.45%	3,983,162.20	0.53%
ASTURIAS	62	0.40%	3,379,329.74	0.45%
AVILA	23	0.15%	1,329,018.31	0.18%
BADAJOS	117	0.76%	6,245,269.86	0.83%
BALEARES	1.036	6.77%	46,308,121.96	6.14%
BARCELONA	1.317	8.60%	70,096,698.40	9.29%
BURGOS	69	0.45%	2,811,977.46	0.37%
CACERES	75	0.49%	4,061,984.84	0.54%
CADIZ	284	1.85%	19,068,117.73	2.53%
CASTELLON	192	1.25%	7,881,574.51	1.04%
CEUTA	13	0.08%	1,077,983.59	0.14%
CIUDAD REAL	142	0.93%	6,889,361.92	0.91%
CORDOBA	330	2.16%	16,055,997.90	2.13%
CUENCA	22	0.14%	830,423.27	0.11%
GIRONA	289	1.89%	12,239,962.62	1.62%
GRANADA	234	1.53%	11,269,197.31	1.49%
GUADALAJARA	88	0.57%	4,055,818.96	0.54%
GUIPUZCOA	94	0.61%	6,052,028.94	0.80%
HUELVA	130	0.85%	5,451,059.41	0.72%
HUESCA	134	0.88%	4,234,903.70	0.56%
JAEN	106	0.69%	4,728,216.69	0.63%
LA CORUÑA	211	1.38%	8,738,411.98	1.16%
LA RIOJA	56	0.37%	3,444,226.61	0.46%
LAS PALMAS	740	4.83%	51,240,154.62	6.79%
LEON	96	0.63%	3,108,440.36	0.41%
LLEIDA	277	1.81%	14,463,969.44	1.92%
LUGO	86	0.56%	3,229,419.94	0.43%
MADRID	2.557	16.70%	111,916,783.62	14.83%
MELILLA	2	0.01%	164,271.31	0.02%
MURCIA	548	3.58%	24,558,165.77	3.25%
MÁLAGA	338	2.21%	18,085,739.33	2.40%
NAVARRA	158	1.03%	8,320,451.83	1.10%
ORENSE	48	0.31%	2,844,372.34	0.38%
PALENCIA	67	0.44%	1,852,129.45	0.25%
PONTEVEDRA	294	1.92%	13,337,684.17	1.77%
SALAMANCA	69	0.45%	3,146,345.95	0.42%
SANTANDER	158	1.03%	6,620,889.41	0.88%
SEGOVIA	22	0.14%	1,345,469.53	0.18%
SEVILLA	612	4.00%	36,193,436.06	4.80%
SORIA	14	0.09%	920,748.12	0.12%
TARRAGONA	446	2.91%	23,499,808.33	3.11%
TENERIFE	475	3.10%	35,505,635.96	4.70%
TERUEL	50	0.33%	1,074,263.72	0.14%
TOLEDO	230	1.50%	10,388,605.72	1.38%
VALENCIA	1.117	7.29%	41,612,612.55	5.51%
VALLADOLID	83	0.54%	5,148,174.46	0.68%
VIZCAYA	329	2.15%	21,857,511.57	2.90%
ZAMORA	11	0.07%	479,044.32	0.06%
ZARAGOZA	578	3.77%	28,076,648.02	3.72%
Total portfolio	15,313	100.00%	754,809,526.09	100.00%

- i) **Information on the existence late payments in the collection of the principal or interest instalments of the Loan and, in that case, actual amount of the principal of the loans with late payments exceeding thirty (30), sixty (60) and ninety (90) days**

Loan Portfolio at October 27th 2003			
Late Payments in overdue instalments			
Day Interval	Transactions	Amount of Principal not due	Principal e interest overdue not paid
30	493	31,432,652.24	437,447.57

As manifested by “la Caixa” in the declaration included in section IV.1.1, none of the Loans that will be ultimately assigned to the Fund will have overdue amounts for collection on the date of their assignment on the Fund formation date.

CHAPTER V
INFORMATION ON THE FINANCIAL-ECONOMIC TRANSACTIONS OF THE ASSET
SECURITISATION FUND

V.1 Descriptive hypothesis synoptic charts and estimated behaviour of the financial-economic flows of the Fund: Initial Balance sheet of the Fund.

The balance sheet of the Fund at close on the date of its disbursement will look as follows, assuming that all the formation and Bond issuance expenses would have been attended to on that date:

Initial Balance Sheet of the Fund at close of the Disbursement Date			
ASSETS		LIABILITIES	
Fixed Assets		Bond Issue	600,000,000.00
Credit Rights	600,000,000.00	Bond Series "A1"	185,000,000
Formation expenses	407,462.74	Bond Series "A2"	89,900,000
		Bond Series "A3G"	223,500,000
		Bond Series "A3S"	56,000,000
		Bond Series "B"	37,800,000
		Bond Series "C"	7,800,000
Current Assets	0	Other Long-Term Liabilities	
Treasury	0	Subordinated Loan (*)	407,462.74
Total Assets		Total Liabilities	

ORDER ACCOUNTS	
Participative Loan	7,800,000
Liquidity line	4,500,000
Total Order Accounts	12,300,000

(*) This amount will be destined to the payment of the Fund formation expenses. The maximum amount of the Subordinated Loan will amount to €750,000 and in addition it will be destined to cover the difference between the nominal value of the assets and the Bond Issue value amount that will be determined on the Formation Date.

V.1.1 Hypothesis assumed in relation with central indexes or the most probable early amortisation parameters, payment delays of overdue and defaulted amounts, related to the assigned assets pooled in the Fund.

The charts later shown in section V.1.3, make reference to one of the three possible scenarios, in regards to the income and payments of the Fund, that could occur throughout the life span of the Fund and the current Bond issue.

For the making of the aforementioned charts of the financial service of the Bonds and the treasury cash flows, the following hypotheses were used:

a) Assigned Assets

- (i) The amount of the provisional portfolio as of October 27, 2003, from which will be selected the loans subject to the Assigned Assets issue, is: €754,809,526.09.

- (ii) The interest rate: 4.04% (adjusted average interest rate of the selected loans in the portfolio as of October 27, 2003), is assumed constant during the life span of the operation.
- (iii) TACP: 0% annual, 5% annual and 10% annual.
- (iv) Overdue percentage: 0% annual.
- (v) Defaulted percentage: 0% annual.

b) Bonds.

- (i) Total Amount: € 600,000,000.

	<u>Euros</u>
Bond Series A1	185,000,000
Bond Series A2	89,900,000
Bond Series A3G	223,500,000
Bond Series A3S	56,000,000
Bond Series B	37,800,000
Bond Series C	7,800,000
Total	600,000,000

- (ii) Interest Rate for the first accrual period: variable interest rate corresponding to all outstanding balances of each of the Series, assuming that the interest rates of each of the Series A1, A2, A3G, A3S, B and C are the following: 2.391%, 2.411%, 2.129%, 2.441%, 2.791% y 3.691% respectively.
- (iii) Interest rate for successive Accrual Periods: variable interest rate corresponding to the outstanding balances of each one of the Series, assuming that the interest rates of each one of the Series A1, A2, A3G, A3S, B y C are the following: 2,371%, 2,391%, 2,109%, 2,421%, 2,771% y 3,671% respectively.
- (iv) It is assumed that the amortisation of the principal of each of the Bond Series will be done in conformity with rules set forth in sections II.11.3.2.1, II.11.3.2.2, II.11.3.2.3, II.11.3.2.4 y II.11.3.2.5 of the Prospectus.

c) Complementary contracts

(i) Treasury Account

It assumed that the Treasury Account will be kept with “la Caixa”.

Interest rate: It is assumed that for the life span of the Fund will be 2.171% to remunerate all amounts deposited in the Treasury Account.

(ii) Amortisation Account

It is assumed that the Amortization Account will be kept with “la Caixa”.

Interest rate: It is assumed that for the life span of the Fund it will be 2.171% to remunerate all amounts deposited in the Amortization Account.

(iii) Subordinated Loan Contract.

- Amount: €407,462.74 that will be dedicated to financing the Fund formation and Bond issue expenses (approximately €)
- Interest Rate: It is assumed that for the life span of the Fund is 3.671 %.
- Amortisation: It will be amortised on each of the payment dates, in the amount that the said formation expenses had been amortised, according to the official accounting records of the Fund, and in any case during a period of a maximum of five (5) years from the Fund formation date and in accordance to the accounting and fiscal regulations in effect in any given time; The part of the Subordinated Loan destined to finance the aforementioned difference will be amortised in its entirety in the first Payment Date after the Disbursement Date.

(iv) Finance Interest Swap Contract.

- The amount that the Fund must pay “la Caixa” under the Finance Interest Swap Contract, is the result of the addition of (i) the amount resulting from applying the Accrued Adjusted Mean Interest Rate on the Assigned Assets minus a 0.75% margin to the Notional of the Swap B, and (ii) The amount resulting from applying the Reference Interest Rate of the Bonds on the Balance of the Amortisation Account, calculated based on three-hundred-and-sixty (360) days, as this concept is defined in section V.3.6 of this chapter.
- The amount that the Fund must receive from “la Caixa” will be the Adjusted Mean Interest Rate of the Bonds on the Notional of the Swap calculated based on three-hundred-and-sixty (360) days, as this concept is defined in section V.3.6 in this chapter.

(v) Participative Loan Contract.

- Amount: The initial amount of the Participative Loan will be of seven-million-and- eight-hundred-thousand (7.800.000) euros (“Initial Amount of the Participative Loan”) that represents 1.30% of the Bond Issue amount; the aforementioned Initial Amount of the Participative Loan can be decreased in the subsequent Payment Dates; its amount will be determined by the smallest of the following amounts (i) 1.30% the amount of the initial Bond issue, (ii) 2.60% of the difference of the Outstanding Balance of the Bond Principal and the balance of the Amortisation Account on the Payment Date.
- In any case, the minimum level of the Participative Loan can not be less than 0.75% of the initial amount of the Bonds Issue.
- Interest Rate: It is assumed that for the life span of the fund 3.671%
- It is assumed that the rating of short period debt not subordinated and not guaranteed by “la Caixa” will not decrease below P-1 or F1 according to the Moody’s and Fitch indexes, respectively, and because of it, it will not be necessary to constitute the Reserve Fund.

(vi) State Warrantee and Liquidity Line

It is assumed the hypothesis that the State Warrantee will not have to be called upon nor withdrawal from the liquidity line as a consequence of the behaviour of the Assigned Assets described in points (iv) and (v) of the previous section a).

d) Reserve Fund.

It is assumed that the rating of short period debt not subordinated and not guaranteed by “la Caixa” will not decrease below P-1 or F1 according to the Moody’s and Fitch indexes, respectively, and because of it, the Reserve Fund will not be formed for the availability of the Maximum Amount of the Participative Loan.

e) Fees and Commissions

- (i) The Commission on the administration of the Assigned Assets is: 0.01% annually on the Outstanding Balance of the Assigned Assets at the Determination Date previous to the current Payment Date, VAT included in case of no exemption.
- (ii) Management Company Commission: 0.05% annual on the outstanding balance on the principal of the Bonds.
- (iii) Annual Expenses of the Fund for the credit rating maintenance of the Bonds and auditing: sixteen (16,000) euros annually.
- (iv) Bond Paying Agency Commission: 0.01% annual, on the gross amount of interest paid to the holders of the Bonds on each payment date.

V.1.2 Analysis and commentary on the impact of the possible variations that the described hypothesis of the previous section would have on financial stability of the Fund

To cover the possible credit risk due to late payments and insolvency of the Assigned Assets, it is decided to retain a Participative Loan (Section V.3.3) to be able to handle each Payment Date, by insufficient disposable funds, the fulfilling of certain payment obligations or retentions of the Fund among which are included the interest payment and the Bonds amortisation at maturity. Nevertheless, the said credit risk it is covered for all the Bonds of the Guaranteed Series through the State Warrantee (section V.3.4). Likewise, the deferment of the payment of interest and the reimbursement of Principal of the Bonds of Series B and C, in relation to the other Series of Bonds, constitutes a protection mechanism amongst the Series.

The interest risk derived for the variable interest of the Assigned Assets with different revision periods and liquidation and reference indexes, and the variable interest of the Bonds Issue referenced to the 3 month Euribor and with quarterly accrual and liquidation periods, is offset by the Finance Interest Swap (section V.3.6), that on the other hand does not offset the credit risk that remains in the Fund.

In regard to the repercussion the early reimbursement of the Assigned Assets could have on the Bonds, in section II.12.a) of the present Prospectus there is a chart showing the behaviour of the mean life span and the duration of the Bonds for the different constant effective rates of early amortization or prepayment (TACP).

In general, the quality of the Assigned Assets and established mechanisms to maintain the finance equilibrium of the Fund are such that is not reasonable to consider percentages of early amortization, or late payments or default so extreme that, as a consequence of the prescribed transfer of the early amortisation as well as the defaults in the Assigned Assets, the Fund finance structure would be unbalanced. Nevertheless, the assigned ratings by the Rating Agencies to each of the Bond Series manifest the opinion of the Agencies regarding the capacity of the Fund to make the timely payments of the interest on each pre-established Payment Date and of the principal during the life span of the operation, and in any case, before the Final Maturity date of the Fund.

V.1.3. Numeric Scheme of the flows of income and expenses of the Fund

The numeric scheme that follows is in reference to collections and payments, derived from the application of a treasury account criteria, for the purpose of being more transparent to the investor, and in conformity with that established in section V.2 of this Prospectus, the Fund will make a temporary assignment of the income and expenses, following the principle of accrual.

The aforementioned scheme is based not only in the hypothesis mentioned in section V.1.1 previous, but also on the constant maintenance of the hypothesis during the life span of the Fund, and as it is known, the affected variables, especially the interest rates of the Bonds of all Series, as well as the real early amortisation rate, are subject to constant changes.

In consequence, the numeric scheme has no other value than merely illustrative.

CASHFLOW OF THE FUND									
(Amounts in euros)									
TACP = 0%									
Bond Issue: € 600,000,000									
Formation Expenses: 407,462.74									
DATA			COLLECTIONS						
Participative Loan Balance	Loans Outstanding Balance	Payment Date	Loans Amortised Principal	Loans Interests	Amortisation Account Red.	Treasury and Amortisation Accounts Interests	Warrantee	Liquidity Line	Total Collections
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
7,800,000.00	600,000,000.00	04/12/2003	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7,800,000.00	568,303,660.27	15/03/2004	31,696,339.73	7,910,667.99	0.00	97,451.72	0.00	0.00	39,704,459.44
7,800,000.00	544,249,782.43	15/06/2004	24,053,877.84	5,648,567.59	0.00	136,258.91	0.00	0.00	29,838,704.34
7,800,000.00	519,952,357.91	15/09/2004	24,297,424.52	5,401,911.13	0.00	189,633.45	0.00	0.00	29,888,969.10
7,800,000.00	495,508,735.69	15/12/2004	24,443,622.23	5,152,648.26	0.00	240,681.79	0.00	0.00	29,836,952.28
7,800,000.00	471,775,998.23	15/03/2005	23,732,737.45	4,904,510.67	0.00	289,022.00	0.00	0.00	28,926,270.12
7,800,000.00	448,842,832.65	15/06/2005	22,933,165.58	4,664,422.42	0.00	345,806.20	0.00	0.00	27,943,394.20
7,800,000.00	426,827,658.02	15/09/2005	22,015,174.64	4,433,159.43	0.00	394,150.02	0.00	0.00	26,842,484.09
7,800,000.00	405,606,461.45	15/12/2005	21,221,196.56	4,211,270.98	185,000,000.00	435,961.83	0.00	0.00	210,868,429.38
7,800,000.00	385,262,264.53	15/03/2006	20,344,196.92	3,997,480.04	0.00	73,239.15	0.00	0.00	24,414,916.11
7,800,000.00	365,909,291.97	15/06/2006	19,352,972.57	3,792,941.57	0.00	117,361.75	0.00	0.00	23,263,275.88
7,800,000.00	347,639,367.25	15/09/2006	18,269,924.71	3,599,081.45	0.00	157,476.95	0.00	0.00	22,026,483.11
7,800,000.00	330,225,053.58	15/12/2006	17,414,313.67	3,416,146.11	0.00	193,590.23	0.00	0.00	21,024,050.01
7,743,000.30	313,611,865.63	15/03/2007	16,613,187.95	3,241,434.28	89,900,000.00	229,130.45	0.00	0.00	109,983,752.68
7,355,775.16	297,807,704.03	15/06/2007	15,804,161.60	3,075,138.65	11,488,134.37	69,336.60	0.00	0.00	30,436,771.22
6,989,177.24	282,914,429.06	15/09/2007	14,893,274.97	2,917,581.58	0.00	41,314.77	0.00	0.00	17,852,171.32
6,638,386.79	268,814,509.25	15/12/2007	14,099,919.82	2,769,279.84	0.00	38,688.81	0.00	0.00	16,907,888.46
6,307,263.29	255,322,569.00	15/03/2008	13,491,940.24	2,628,325.12	0.00	37,020.57	0.00	0.00	16,157,285.93
5,995,784.95	242,587,049.72	15/06/2008	12,735,519.28	2,494,022.48	0.00	35,329.04	0.00	0.00	15,264,870.80
5,696,689.82	230,607,113.39	15/09/2008	11,979,936.33	2,367,726.97	0.00	33,233.01	0.00	0.00	14,380,896.31
5,402,337.73	219,103,454.68	15/12/2008	11,503,658.71	2,248,796.31	0.00	31,564.92	0.00	0.00	13,784,019.94
5,114,451.98	207,782,220.30	15/03/2009	11,321,234.38	2,133,039.72	0.00	30,723.00	0.00	0.00	13,484,997.09
4,836,332.20	196,709,691.46	15/06/2009	11,072,528.84	2,019,177.11	0.00	30,715.81	0.00	0.00	13,122,421.76
4,566,080.72	186,012,777.04	15/09/2009	10,696,914.41	1,908,381.63	0.00	29,673.83	0.00	0.00	12,634,969.88
4,500,000.00	175,618,489.15	15/12/2009	10,394,287.90	1,801,665.20	0.00	28,520.92	0.00	0.00	12,224,474.01
4,500,000.00	165,471,182.78	15/03/2010	10,147,306.37	1,697,593.84	0.00	27,537.25	0.00	0.00	11,872,437.46
4,500,000.00	155,573,877.92	15/06/2010	9,897,304.86	1,596,196.99	0.00	27,455.67	0.00	0.00	11,520,957.53
4,500,000.00	146,032,133.49	15/09/2010	9,541,744.43	1,497,812.15	0.00	26,469.33	0.00	0.00	11,066,025.91
4,500,000.00	136,766,286.74	15/12/2010	9,265,846.75	1,403,168.80	0.00	25,424.58	0.00	0.00	10,694,440.13
4,500,000.00	127,825,552.40	15/03/2011	8,940,734.34	1,311,384.41	0.00	24,262.92	0.00	0.00	10,276,381.67
4,500,000.00	119,235,113.86	15/06/2011	8,590,438.54	1,223,268.96	0.00	23,830.35	0.00	0.00	9,837,537.85
4,500,000.00	110,981,088.67	15/09/2011	8,254,025.19	1,138,874.03	0.00	22,897.12	0.00	0.00	9,415,796.34
4,500,000.00	102,995,519.25	15/12/2011	7,985,569.42	1,057,672.74	0.00	21,911.63	0.00	0.00	9,065,153.79
4,500,000.00	95,336,181.49	15/03/2012	7,659,337.76	979,316.06	0.00	21,016.48	0.00	0.00	8,659,670.29
4,500,000.00	88,070,592.90	15/06/2012	7,265,588.59	904,645.23	0.00	20,155.15	0.00	0.00	8,190,388.97
4,500,000.00	81,344,522.65	15/09/2012	6,726,070.25	834,339.87	0.00	18,658.49	0.00	0.00	7,579,068.61
4,500,000.00	75,077,048.77	15/12/2012	6,267,473.87	769,328.13	0.00	17,197.34	0.00	0.00	7,053,999.34
4,500,000.00	69,351,686.90	15/03/2013	5,725,361.88	708,897.50	0.00	15,537.20	0.00	0.00	6,449,796.57
4,500,000.00	64,293,319.77	15/06/2013	5,058,367.13	654,428.65	0.00	14,032.19	0.00	0.00	5,726,827.97
4,500,000.00	60,009,214.31	15/09/2013	4,284,105.46	606,905.66	0.00	11,884.35	0.00	0.00	4,902,895.47
4,500,000.00	56,154,065.47	15/12/2013	3,855,148.84	566,783.57	0.00	10,578.15	0.00	0.00	4,432,510.57
	0.00	15/03/2014	56,154,065.47	713,909.13	0.00	10,244.24	0.00	0.00	56,878,218.84
			600,000,000.00	104,401,902.28	286,388,134.37	3,644,978.18	0.00	0.00	994,435,014.82

CASHFLOW OF THE FUND														
(Amounts in euros)														
TACP = 0%														
Bond Issue: € 600,000,000														
Formation Expenses: 407,462.74														
DATA	PAYMENTS													
Payment Date	Regular Expenses	Increase Amort. Account	Amortised Bond Principal	Bond Interests	SwapNet Interests	Sub. Loan Interests Format. Exp.	Amort. Sub. Loan Formation Expen.	Particip Loan Disp. Fee	Liquidity Line Disp. Fee	Adm. Fee.	Remun. Variable Cred. Particip	Reemb. Warrantee	Int.and Reimb. Liquidity line	Total Payments
(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)
04/12/2003			0	0	0	0	0	0	0	0	0	0	0	0
15/03/2004	89,932	31,696,340	0	3,983,513	3,025,755	4,238	22,773	2,210	128	17,000	862,572	0	0	39,704,459
15/06/2004	81,112	24,053,878	0	3,562,306	1,230,300	3,609	20,541	1,993	115	14,523	870,327	0	0	29,838,704
15/09/2004	81,112	24,297,425	0	3,562,306	1,163,809	3,416	20,541	1,993	115	13,909	744,344	0	0	29,888,969
15/12/2004	80,230	24,443,622	0	3,523,585	1,139,057	3,189	20,317	1,972	114	13,143	611,723	0	0	29,836,952
15/03/2005	79,348	23,732,737	0	3,484,864	1,110,668	2,967	20,094	1,950	113	12,388	481,141	0	0	28,926,270
15/06/2005	81,112	22,933,166	0	3,562,306	964,278	2,844	20,541	1,993	115	12,056	364,983	0	0	27,943,394
15/09/2005	81,112	22,015,175	0	3,562,306	902,093	2,652	20,541	1,993	115	11,470	245,028	0	0	26,842,484
15/12/2005	80,230	21,221,197	185,000,000	3,523,585	786,437	2,432	20,317	1,972	114	10,789	221,356	0	0	210,868,429
15/03/2006	56,114	20,344,197	0	2,388,277	945,407	2,219	20,094	1,950	113	10,140	646,405	0	0	24,414,916
15/06/2006	57,361	19,352,973	0	2,441,350	824,906	2,080	20,541	1,993	115	9,846	552,112	0	0	23,263,276
15/09/2006	57,361	18,269,925	0	2,441,350	772,995	1,887	20,541	1,993	115	9,351	450,966	0	0	22,026,483
15/12/2006	56,737	17,414,314	0	2,414,813	752,749	1,676	20,317	1,972	114	8,788	352,570	0	0	21,024,050
15/03/2007	56,114	16,613,188	89,900,000	2,388,277	777,348	1,471	20,094	1,950	113	8,256	216,943	0	0	109,983,753
15/06/2007	45,819	0	27,292,296	1,892,031	755,046	1,315	20,541	1,979	115	8,015	419,616	0	0	30,436,771
15/09/2007	42,316	0	14,893,275	1,740,563	681,045	1,123	20,541	1,880	115	7,611	463,703	0	0	17,852,171
15/12/2007	39,966	0	14,099,920	1,639,887	663,805	920	20,317	1,767	114	7,151	434,041	0	0	16,907,888
15/03/2008	38,176	0	13,491,940	1,562,486	623,868	731	20,317	1,678	114	6,795	411,180	0	0	16,157,286
15/06/2008	36,864	0	12,735,519	1,504,778	563,668	549	20,541	1,612	115	6,525	394,700	0	0	15,264,871
15/09/2008	35,230	0	11,979,936	1,434,098	528,615	356	20,541	1,532	115	6,199	374,274	0	0	14,380,896
15/12/2008	33,326	0	11,503,659	1,352,746	516,382	162	17,415	1,440	114	5,829	352,948	0	0	13,784,020
15/03/2009	31,515	0	11,321,234	1,275,425	503,365	0	0	1,351	113	5,478	346,516	0	0	13,484,997
15/06/2009	30,763	0	11,072,529	1,240,937	435,263	0	0	1,307	115	5,310	336,197	0	0	13,122,422
15/09/2009	29,342	0	10,696,914	1,179,487	405,207	0	0	1,236	115	5,027	317,642	0	0	12,634,970
15/12/2009	27,665	0	10,394,288	1,107,945	392,856	0	0	1,154	114	4,702	295,750	0	0	12,224,474
15/03/2010	26,056	0	10,147,306	1,039,338	379,474	0	0	1,125	113	4,390	274,635	0	0	11,872,437
15/06/2010	25,333	0	9,897,305	1,006,118	322,134	0	0	1,150	115	4,229	264,574	0	0	11,520,958
15/09/2010	24,063	0	9,541,744	951,190	295,824	0	0	1,150	115	3,976	247,963	0	0	11,066,026
15/12/2010	22,590	0	9,265,847	888,471	283,819	0	0	1,138	114	3,691	228,770	0	0	10,694,440
15/03/2011	21,179	0	8,940,734	828,402	270,858	0	0	1,125	113	3,419	210,552	0	0	10,276,382
15/06/2011	20,502	0	8,590,439	797,191	223,612	0	0	1,150	115	3,267	201,262	0	0	9,837,538
15/09/2011	19,399	0	8,254,025	749,516	201,656	0	0	1,150	115	3,047	186,887	0	0	9,415,796
15/12/2011	18,141	0	7,985,569	696,059	190,685	0	0	1,138	114	2,805	170,644	0	0	9,065,154
15/03/2012	17,127	0	7,659,338	652,222	169,652	0	0	1,138	114	2,603	157,477	0	0	8,659,670
15/06/2012	16,332	0	7,265,589	616,881	140,874	0	0	1,150	115	2,436	147,012	0	0	8,190,389
15/09/2012	15,400	0	6,726,070	576,558	122,104	0	0	1,150	115	2,251	135,420	0	0	7,579,069
15/12/2012	14,379	0	6,267,474	533,369	112,569	0	0	1,138	114	2,056	122,901	0	0	7,053,999
15/03/2013	13,434	0	5,725,362	493,480	102,750	0	0	1,125	113	1,877	111,657	0	0	6,449,797
15/06/2013	12,998	0	5,058,367	472,672	73,603	0	0	1,150	115	1,772	106,152	0	0	5,726,828
15/09/2013	12,349	0	4,284,105	444,599	59,995	0	0	1,150	115	1,643	98,939	0	0	4,902,895
15/12/2013	11,671	0	3,855,149	416,248	55,578	0	0	1,138	114	1,517	91,097	0	0	4,432,511
15/03/2014	11,058	0	56,154,065	390,744	289,267	0	0	1,125	113	1,404	30,443	0	0	56,878,219
	1,630,866	286,388,134	600,000,000	58,322,276	23,759,379	39,837	407,463	62,258	4,693	166,685	13,553,424	0	0	094,435,015

CASHFLOW OF THE FUND

(Amounts in euros)

TACP = 5%

Bond Issue: € 600,000,000

Formation Expenses: 407,462.74

DATA			COLLECTIONS						
Participative Loan Balance	Loans Outstanding Balance	Payment Date	Loans Amortised Principal	Loans Interests	Amortisation Account Red.	Treasury and Amortisation Accounts Interests	Warrantee	Liquidity Line	Total Collections
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
7,800,000.00	600,000,000.00	04/12/2003	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7,800,000.00	558,333,852.77	15/03/2004	41,666,147.23	7,910,667.99	0.00	121,982.10	0.00	0.00	49,698,797.32
7,800,000.00	527,268,213.12	15/06/2004	31,065,639.65	5,648,567.59	0.00	173,945.17	0.00	0.00	36,888,152.41
7,800,000.00	496,355,880.51	15/09/2004	30,912,332.61	5,401,911.13	0.00	241,999.80	0.00	0.00	36,556,243.54
7,800,000.00	465,692,269.47	15/12/2004	30,663,611.04	5,152,648.26	0.00	306,132.58	0.00	0.00	36,122,391.88
7,800,000.00	436,127,845.90	15/03/2005	29,564,423.57	4,904,510.67	0.00	366,414.14	0.00	0.00	34,835,348.38
7,800,000.00	407,736,252.07	15/06/2005	28,391,593.83	4,664,422.42	0.00	437,031.75	0.00	0.00	33,493,048.00
7,800,000.00	380,620,656.47	15/09/2005	27,115,595.60	4,433,159.43	0.00	496,694.65	0.00	0.00	32,045,449.69
7,800,000.00	354,640,942.24	15/12/2005	25,979,714.23	4,211,270.98	185,000,000.00	547,837.37	0.00	0.00	215,738,822.59
7,800,000.00	329,865,570.21	15/03/2006	24,775,372.03	3,997,480.04	0.00	193,505.38	0.00	0.00	28,966,357.44
7,800,000.00	306,393,086.50	15/06/2006	23,472,483.71	3,792,941.57	0.00	249,442.75	0.00	0.00	27,514,868.03
7,391,753.92	284,298,227.69	15/09/2006	22,094,858.81	3,599,081.45	0.00	298,046.42	0.00	0.00	25,991,986.68
6,846,746.68	263,336,410.60	15/12/2006	20,961,817.09	3,416,146.11	0.00	340,418.97	0.00	0.00	24,718,382.18
6,329,426.85	243,439,494.29	15/03/2007	19,896,916.32	3,241,434.28	89,900,000.00	383,256.91	0.00	0.00	113,421,607.51
5,839,643.44	224,601,670.65	15/06/2007	18,837,823.64	3,075,138.65	81,660,505.71	233,481.79	0.00	0.00	103,806,949.79
5,379,687.64	206,911,063.01	15/09/2007	17,690,607.64	2,917,581.58	0.00	49,074.73	0.00	0.00	20,657,263.95
4,946,125.00	190,235,576.97	15/12/2007	16,675,486.04	2,769,279.84	0.00	45,755.91	0.00	0.00	19,490,521.78
4,533,822.12	174,377,774.00	15/03/2008	15,857,802.97	2,628,325.12	0.00	43,512.27	0.00	0.00	18,529,640.36
4,500,000.00	159,475,444.00	15/06/2008	14,902,330.00	2,494,022.48	0.00	41,339.89	0.00	0.00	17,437,692.37
4,500,000.00	145,515,431.05	15/09/2008	13,960,012.96	2,367,726.97	0.00	38,725.85	0.00	0.00	16,366,465.78
4,500,000.00	132,206,831.45	15/12/2008	13,308,599.59	2,248,796.31	0.00	36,517.50	0.00	0.00	15,593,913.41
4,500,000.00	119,249,474.50	15/03/2009	12,957,356.95	2,133,039.72	0.00	35,163.03	0.00	0.00	15,125,559.70
4,500,000.00	106,705,015.25	15/06/2009	12,544,459.25	2,019,177.11	0.00	34,799.03	0.00	0.00	14,598,435.39
4,500,000.00	94,694,572.35	15/09/2009	12,010,442.90	1,908,381.63	0.00	33,317.64	0.00	0.00	13,952,142.17
4,500,000.00	83,138,220.73	15/12/2009	11,556,351.62	1,801,665.20	0.00	31,709.51	0.00	0.00	13,389,726.33
4,500,000.00	71,975,105.14	15/03/2010	11,163,115.59	1,697,593.84	0.00	30,293.90	0.00	0.00	12,891,003.34
4,500,000.00	61,203,117.01	15/06/2010	10,771,988.13	1,596,196.99	0.00	29,882.09	0.00	0.00	12,398,067.21
4,500,000.00	50,922,618.24	15/09/2010	10,280,498.77	1,497,812.15	0.00	28,518.67	0.00	0.00	11,806,829.60
4,500,000.00	0.00	15/12/2010	50,922,618.24	1,403,168.80	0.00	0.00	0.00	0.00	52,325,787.04
			600,000,000.00	92,932,148.33	356,560,505.71	4,868,799.81	0.00	0.00	1,054,361,453.86

CASHFLOW OF THE FUND														
(Amounts in euros)														
TACP = 5%														
Bond Issue: € 600,000,000														
Formation Expenses: 407,462.74														
DATA	PAYMENTS													
Payment Date	Regular Expenses	Increase Amort. Account	Amortised Bond Principal	Bond Interests	Swap Net Interest	Sub. Loan Interests Format. Exp.	Amort. Sub. Loan Formation Expen.	Particip Loan Disp. Fee	Liquidity Line Disp. Fee	Adm. Fee.	Remun. Variable Cred. Particip	Reemb. Warrantee	Int.and Reimb. Liquidity line	Total Payments
(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)
04/12/2003			0	0	0	0	0	0	0	0	0	0	0	0
15/03/2004	89,932	41,666,147	0	3,983,513	2,652,172	4,238	22,773	2,210	127	17,000	1,260,685	0	0	49,698,797
15/06/2004	81,112	31,065,640	0	3,562,306	1,043,202	3,609	20,541	1,993	114	14,269	1,095,367	0	0	36,888,152
15/09/2004	81,112	30,912,333	0	3,562,306	1,038,215	3,416	20,541	1,993	114	13,475	922,739	0	0	36,556,244
15/12/2004	80,230	30,663,611	0	3,523,585	1,069,591	3,189	20,317	1,972	113	12,547	747,238	0	0	36,122,392
15/03/2005	79,348	29,564,424	0	3,484,864	1,093,352	2,967	20,094	1,950	112	11,642	576,595	0	0	34,835,348
15/06/2005	81,112	28,391,594	0	3,562,306	1,005,015	2,844	20,541	1,993	114	11,145	416,384	0	0	33,493,048
15/09/2005	81,112	27,115,596	0	3,562,306	991,959	2,652	20,541	1,993	114	10,420	258,758	0	0	32,045,450
15/12/2005	80,230	25,979,714	185,000,000	3,523,585	729,925	2,432	20,317	1,972	113	9,621	390,913	0	0	215,738,823
15/03/2006	56,114	24,775,372	0	2,388,277	1,115,446	2,219	20,094	1,950	112	8,866	597,908	0	0	28,966,357
15/06/2006	57,361	23,472,484	0	2,441,350	1,044,324	2,080	20,541	1,993	114	8,430	466,192	0	0	27,514,868
15/09/2006	57,361	22,094,859	0	2,441,350	1,030,128	1,887	20,541	1,889	114	7,830	336,028	0	0	25,991,987
15/12/2006	56,737	20,961,817	0	2,414,813	1,039,362	1,676	20,317	1,731	113	7,186	214,629	0	0	24,718,382
15/03/2007	56,114	19,896,916	89,900,000	2,388,277	841,288	1,471	20,094	1,582	112	6,583	309,170	0	0	113,421,608
15/06/2007	45,819	0	100,498,329	1,892,031	1,116,031	1,315	20,541	1,492	114	6,221	225,057	0	0	103,806,950
15/09/2007	32,921	0	17,690,608	1,334,282	1,272,424	1,123	20,541	1,375	114	5,740	298,136	0	0	20,657,264
15/12/2007	30,318	0	16,675,486	1,222,667	1,270,622	920	20,317	1,250	113	5,230	263,599	0	0	19,490,522
15/03/2008	28,201	0	15,857,803	1,131,126	1,250,855	731	20,317	1,146	113	4,809	234,538	0	0	18,529,640
15/06/2008	26,476	0	14,902,330	1,055,548	1,215,577	549	20,541	1,150	114	4,456	210,951	0	0	17,437,692
15/09/2008	24,564	0	13,960,013	972,843	1,197,598	356	20,541	1,150	114	4,075	185,212	0	0	16,366,466
15/12/2008	22,525	0	13,308,600	885,635	1,195,052	162	17,415	1,138	113	3,678	159,597	0	0	15,593,913
15/03/2009	20,606	0	12,957,357	803,648	1,191,418	0	0	1,125	112	3,305	147,989	0	0	15,125,560
15/06/2009	19,401	0	12,544,459	749,596	1,153,120	0	0	1,150	114	3,047	127,548	0	0	14,598,435
15/09/2009	17,791	0	12,010,443	679,976	1,137,694	0	0	1,150	114	2,727	102,247	0	0	13,952,142
15/12/2009	16,073	0	11,556,352	606,654	1,132,566	0	0	1,138	113	2,394	74,437	0	0	13,389,726
15/03/2010	14,446	0	11,163,116	537,246	1,126,636	0	0	1,125	112	2,078	46,245	0	0	12,891,003
15/06/2010	13,334	0	10,771,988	487,231	1,100,120	0	0	1,150	114	1,839	22,290	0	0	12,398,067
15/09/2010	11,952	0	10,280,499	427,448	1,049,509	0	0	1,150	114	1,564	34,593	0	0	11,806,830
15/12/2010	10,517	0	50,922,618	366,367	1,010,419	0	0	1,138	113	1,287	13,328	0	0	52,325,787
	1,272,820	356,560,506	600,000,000	53,991,134	32,113,619	39,837	407,463	43,048	3,189	191,467	9,738,372	0	0	1,054,361,454

CASHFLOW OF THE FUND										
(Amounts in euros)										
TACP = 10%										
Bond Issue: € 600,000,000										
Formation Expenses: 407,462.74										
DATA			COLLECTIONS							
Participative Loan Balance	Loans Outstanding Balance	Payment Date	Loans Amortised Principal	Loans Interests	Amortisation Account Red.	Treasury and Amortisation Accounts Interests	Warrantee	Liquidity Line	Total Collections	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
7,800,000	600,000,000	04/12/2003	0	0	0	0	0	0	0	0
7,800,000	548,010,732	15/03/2004	51,989,268	7,910,668	0	147,382	0	0	0	60,047,318
7,800,000	509,920,792	15/06/2004	38,089,940	5,648,568	0	212,443	0	0	0	43,950,951
7,800,000	472,579,544	15/09/2004	37,341,247	5,401,911	0	294,765	0	0	0	43,037,924
7,800,000	436,064,916	15/12/2004	36,514,629	5,152,648	0	371,168	0	0	0	42,038,445
7,800,000	401,205,444	15/03/2005	34,859,471	4,904,511	0	442,231	0	0	0	40,206,213
7,800,000	368,044,667	15/06/2005	33,160,777	4,664,422	0	525,117	0	0	0	38,350,317
7,800,000	336,656,218	15/09/2005	31,388,449	4,433,159	0	594,262	0	0	0	36,415,871
7,800,000	306,870,329	15/12/2005	29,785,889	4,211,271	185,000,000	652,700	0	0	0	219,649,860
7,246,933	278,728,183	15/03/2006	28,142,145	3,997,480	0	304,525	0	0	0	32,444,150
6,559,815	252,300,595	15/06/2006	26,427,588	3,792,942	0	369,487	0	0	0	30,590,017
5,918,479	227,633,825	15/09/2006	24,666,770	3,599,081	0	423,799	0	0	0	28,689,650
5,315,843	204,455,496	15/12/2006	23,178,329	3,416,146	0	469,670	0	0	0	27,064,144
4,749,525	182,674,030	15/03/2007	21,781,466	3,241,434	89,900,000	516,202	0	0	0	115,439,102
4,500,000	162,260,730	15/06/2007	20,413,301	3,075,139	142,425,970	372,706	0	0	0	166,287,115
4,500,000	143,281,393	15/09/2007	18,979,336	2,917,582	0	52,650	0	0	0	21,949,568
4,500,000	125,581,326	15/12/2007	17,700,067	2,769,280	0	48,567	0	0	0	20,517,914
4,500,000	108,943,682	15/03/2008	16,637,644	2,628,325	0	45,652	0	0	0	19,311,622
4,500,000	93,488,806	15/06/2008	15,454,875	2,494,022	0	42,873	0	0	0	17,991,770
4,500,000	79,184,823	15/09/2008	14,303,983	2,367,727	0	39,680	0	0	0	16,711,390
4,500,000	65,723,346	15/12/2008	13,461,477	2,248,796	0	36,937	0	0	0	15,747,210
4,500,000	52,792,677	15/03/2009	12,930,669	2,133,040	0	35,091	0	0	0	15,098,800
4,500,000	0	15/06/2009	52,792,677	2,019,177	0	34,253	0	0	0	54,846,107
			600,000,000	83,027,330	417,325,970	6,032,159	0	0	0	1,106,385,458

CASHFLOW OF THE FUND														
(Amounts in euros)														
TACP = 10%														
Bond Issue: € 600,000,000														
Formation Expenses: 407,462.74														
DATA	PAYMENTS													
Payment Date	Regular Expenses	Payment Date	Regular Expenses	Payment Date	Regular Expenses	Payment Date	Regular Expenses	Payment Date	Regular Expenses	Payment Date	Regular Expenses	Payment Date	Regular Expenses	Payment Date
(11)	(12)	(11)	(12)	(11)	(12)	(11)	(12)	(11)	(12)	(11)	(12)	(11)	(12)	(11)
04/12/2003			0	0	0	0	0	0	0	0	0	0	0	0
15/03/2004	89,932	51,989,268	0	3,983,513	2,052,629	4,238	22,773	2,210	127	17,000	1,885,628	0	0	60,047,318
15/06/2004	81,112	38,089,940	0	3,562,306	860,792	3,609	20,541	1,993	114	14,005	1,316,540	0	0	43,950,951
15/09/2004	81,112	37,341,247	0	3,562,306	915,804	3,416	20,541	1,993	114	13,031	1,098,360	0	0	43,037,924
15/12/2004	80,230	36,514,629	0	3,523,585	1,000,379	3,189	20,317	1,972	113	11,946	882,086	0	0	42,038,445
15/03/2005	79,348	34,859,471	0	3,484,864	1,072,115	2,967	20,094	1,950	112	10,902	674,389	0	0	40,206,213
15/06/2005	81,112	33,160,777	0	3,562,306	1,036,203	2,844	20,541	1,993	114	10,253	474,173	0	0	38,350,317
15/09/2005	81,112	31,388,449	0	3,562,306	1,065,627	2,652	20,541	1,993	114	9,406	283,672	0	0	36,415,871
15/12/2005	80,230	29,785,889	185,000,000	3,523,585	965,543	2,432	20,317	1,972	113	8,510	261,269	0	0	219,649,860
15/03/2006	56,114	28,142,145	0	2,388,277	1,253,559	2,219	20,094	1,812	112	7,672	572,147	0	0	32,444,150
15/06/2006	57,361	26,427,588	0	2,441,350	1,221,510	2,080	20,541	1,676	114	7,123	410,674	0	0	30,590,017
15/09/2006	57,361	24,666,770	0	2,441,350	1,234,573	1,887	20,541	1,513	114	6,448	259,094	0	0	28,689,650
15/12/2006	56,737	23,178,329	0	2,414,813	1,100,962	1,676	20,317	1,344	113	5,754	284,099	0	0	27,064,144
15/03/2007	56,114	21,781,466	89,900,000	2,388,277	1,068,830	1,471	20,094	1,187	112	5,111	216,440	0	0	115,439,102
15/06/2007	45,819	0	162,839,270	1,892,031	1,252,663	1,315	20,541	1,150	114	4,668	229,544	0	0	166,287,115
15/09/2007	24,921	0	18,979,336	988,301	1,489,631	1,123	20,541	1,150	114	4,147	440,304	0	0	21,949,568
15/12/2007	22,241	0	17,700,067	873,371	1,511,422	920	20,317	1,138	113	3,622	384,703	0	0	20,517,914
15/03/2008	19,994	0	16,637,644	776,207	1,519,017	731	20,317	1,138	113	3,174	333,286	0	0	19,311,622
15/06/2008	18,079	0	15,454,875	692,400	1,514,779	549	20,541	1,150	114	2,784	286,500	0	0	17,991,770
15/09/2008	16,095	0	14,303,983	606,628	1,521,663	356	20,541	1,150	114	2,389	238,470	0	0	16,711,390
15/12/2008	14,105	0	13,461,477	521,513	1,540,298	162	17,415	1,138	113	2,002	188,990	0	0	15,747,210
15/03/2009	12,260	0	12,930,669	442,697	1,563,260	0	0	1,125	112	1,643	147,034	0	0	15,098,800
15/06/2009	10,873	0	52,792,677	380,772	1,537,219	0	0	1,150	114	1,349	121,953	0	0	54,846,107
	1,122,260	417,325,970	600,000,000	48,012,756	28,298,476	39,837	407,463	33,896	2,508	152,938	10,989,355	0	0	1,106,385,458

Explanations of the numeric Scheme.

- (1) Initial Amount of the Participative Loan.
- (2) Outstanding Balance of the Assigned Assets corresponding to each quarterly Payment Date, once the principal is amortised (3).
- (3) Quarterly Payment Dates corresponding to the different transactions and services contracted by the Fund until the Fund Liquidation date in the case of exerting the early amortization option (10%).

a) Collections.

- (4) Amount of amortised capital on the portfolio of Assigned Assets since the previous quarterly date, until the current date.
- (5) Loan Interest from the quarterly date immediately prior to the current date
- (6) Decrease on the Amortisation Account.
- (7) Revenues corresponding to the Treasury Account and the Amortisation Account.
- (8) State warrantee execution
- (9) Liquidity line withdrawal
- (10) Total inflows on each Payment Date, corresponding to de addition of the amounts (3), (4), (5) and (6).

b) Payments.

- (11) Quarterly Payment Dates corresponding to the different operations and services contracted for the Fund until the Liquidation Date of the Fund upon exercising the case of anticipated amortisation (10%).
- (12) Amounts corresponding to the regular expenses of the Fund.

- (13) Increase on the Amortisation Account.
- (14) Amount of Bond principal amortised.
- (15) Amount of interest to be paid to the holders of the Bonds.
- (16) Amount of the net interest to pay from the quarterly Payment Date immediately previous to the indicated Payment Date in concept of the Finance Swap Contract.
- (17) Fund Allowance for the Amortisation of Principal.
- (18) Increase of the Amortisation Account.
- (19) Amortised principal of the Bonds.
- (20) Amounts corresponding to the payment of the interest of the Subordinated Loan.
- (21) Periodic Amortisation of the Subordinated Loan principal.
- (22) Commission for the administration of the Assigned Assets.
- (23) Variable remuneration of the Participative Loan in relation to the rest of the revenues and expenses of the Fund.
- (24) Total Payments in each payment date, corresponding to the sum of the amounts (8), (9), (10), (11), (12), (13), (14), (15) and (16).

IMPORTANT NOTE TO THE INVESTOR

Information presented in the following tables appears only for illustrative purposes; the amounts do not represent any specific payment obligation to third parties by the Fund on the corresponding dates or periods to which they refer. Data has been elaborated under hypotheses of default rates and amortisation of the Assigned Assets, which are subject to continuous change; as a consequence, all investors interested in knowing the intended payment calendar of the Fund in each specific Date must request the relevant information from those institutions authorised to distribute it, the Management Company, AIAF Market and CNMV. Notwithstanding, the said information can also be requested through entities active in the secondary market. Also, for the calculation of the charts of the financial service of the Fund shown later, an assumed interest rate is used that may not coincide with the final one set two (2) Business days prior to the Disbursement Date.

V.1.4 Foreseen calendar of the Fund

a) *Date of Formation*

November 27, 2003

Formation of the Fund, issue and subscription of the Mortgage Transfer Certificates and issue of the Securitisation Bonds.

b) **Disbursement Date**

December 4, 2003

Disbursement of the Bonds and payment of the Assigned Assets. Start of the accrual of interest on the Assigned Assets and on the Bonds.

c) **Payment Date**

Days March 15, June 15, September 15 and December 15 of each year.

In the event that any of the above dates is not a Business Day, the Payment Date will fall on the Business Day immediately thereafter.

d) **Determination Date and Determination Period**

Is the date on which the Management Company makes the calculation of the amounts to be paid on the Payment Date. Coinciding with the fourth (4th) Business Day prior to the current Payment Date.

The Determination Period corresponds to the time period between two Determination Dates, including the first and excluding the second.

e) **Interest Rate Fixing Dates**

The Nominal Interest Rate applicable to each Interest Accrual Period for all Series of the Bonds will be determined on the second (2nd) Business Day anterior to each Payment Date, on which the corresponding Interest Accrual Period starts.

As an exception, for the first Interest Accrual Period, the first Interest Rate Fixing Date will correspond to the second (2nd) Business Day prior to the Disbursement Date.

V.2. Accounting criteria used by the Fund

The collections and payments will be recognised by the Fund according to the maturity criteria, that is, based on the actual flow that the said collections and payments represent, regardless of the moment on which collection or payment take place.

The expenses for the formation of the Fund and issue of the Bonds, detailed in section II.4 of the Prospectus, will be amortised over five (5) successive years counting from the Date of Formation of the Fund.

The economic year of the Fund will coincide with the calendar year. Notwithstanding, and as an exception, the first economic year will start on the Date of Formation of the Fund, and the last economic year will end on the date of extinction of the Fund.

V.3. Description of the object or aim of the financial and services operations contracted by the Management Company for the account of the Fund, in order to improve the risk, increase the frequency of payments, neutralize interest rate differences derived from the Assigned Assets, or, in general, transform the financial characteristics of all or part of the said securities.

With the purpose of consolidating the financial structure and providing the maximum possible coverage for the risks inherent to the Bonds Issue, as well as complementing the administration of the Fund, the Management Company, in representation of the Fund, will proceed in the act of granting of the Deed of Formation, to formalize the contracts established below.

The Management Company, in order to observe the operating procedures of the Fund in the terms established in the Deed of Formation, in the Prospectus and in the legal disposition current from time to time, acting for the account and in the representation of the Fund, will be able to prorogue or modify the contracts that will sign in the name of the Fund, and to substitute each of the providers of services to the Fund under the said contracts, and even, should that be necessary, will be entitled to sign additional contracts; all of it subject to the legislation current from time to time, to the prior authorisation, if necessary, by the CNMV, or other competent administrative organism and its notification to the Rating Agencies, provided always that such actions do not prejudice the interests of the holders of the Bonds.

V.3.1. Guaranteed Interest Rate Deposit Contract (Treasury Account)

The Management Company, in representation and for the account of the Fund, and “la Caixa” will sign a Guaranteed Interest Rate Deposit Contract (Treasury Account) by virtue of which “la Caixa” will guarantee a variable return to the amounts deposited by the Fund through its Management Company in a financial account. In particular, the Guaranteed Interest Rate Deposit Contract (Treasury Account) will determine that all amounts received by the Fund, are to be deposited in a financial account in euros (the “**Treasury Account**”), open in “la Caixa”, in the name of the Fund by the Management Company, amounts which for the most part derive from the following concepts:

- (i) principal and interest of the Assigned Assets;
- (ii) any other amounts corresponding to the Assigned Assets, either for the sale or exploitation of the real state or goods assigned or in administration and interim possession in executive procedures;
- (iii) if applicable, the disposition of the principal of the Participative Loan and the amounts that from time to time form Reserve Fund, should it be formed;
- (iv) disposition of the principal of the Subordinated Loan;
- (v) the amounts that are paid to the Fund derived from the Interest Rate Swap;
- (vi) if applicable, the amounts disposed, by the execution of the State Warrantee and/or, if applicable, the withdrawals from the Liquidity Line for the part corresponding to the interest of the bonds;
- (vii) the amounts of the income obtained for the balances of the Treasury Account itself and of the Amortisation Account; and
- (viii) the amounts of the withholdings on account for the yield of the movable capital 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 Authority.

“La Caixa” guarantees an annual nominal interest rate, quarterly variable and with monthly maturity, applicable to each interest accrual period (different from the Interest Accrual Period established for the Bonds), equal to the Reference Interest Rate for the Bonds. The interest will accrue by monthly periods and will be liquidated the fifth (5th) Business Day after the end of each monthly period, with value date of the first day of the month of the next interest accrual period. The first interest liquidation will take place on December 5, 2003, interest accrued until November 30, 2003, inclusive.

The interest accrued in the manner indicated in the above paragraph will be calculated based on a three-hundred-sixty-five (365) day year.

In the event that the unsubordinated short term debt of “la Caixa” would at any time during the life of the Bonds issue experiment a descent under P-1 or F1, according with the rating scales of Moody’s and Fitch, respectively, the Management Company, within the maximum term of thirty (30) Business Days counting from the moment of the occurrence of such situation, shall exercise any of the options described below that allow the maintenance of an adequate guarantee level regarding the commitments derived from this Contract, and provided that the rating granted to the Bonds by the Rating Agencies is not prejudiced:

- a) Obtain a first-demand warrantee from a financial entity with a minimum credit rating for its unsecured and unsubordinated short term debt, of P-1 and F1, according to the rating scales of Moody’s and Fitch, respectively, that secures to the Fund, at the simple demand of the Management Company, 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 or of F1 ratings remains;
- b) Move the Amortisation Account of the Fund to an entity whose unsecured and unsubordinated short term debt has a minimum credit rating of P-1 and F1, according to the rating scales of Moody’s and Fitch, respectively, and arrange the maximum return for its balances, although it may be different than that agreed with “la Caixa” by virtue of this Contract.
- c) In case options a) and b) above were 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, for an amount sufficient to guarantee the ratings assigned by the Rating Agency.
- d) In this same case, and if it was not possible to move the Treasury Account in the above established terms, the Management Company will be entitled to invest the balances, for quarterly periods at the maximum, until the next Determination date in short-term fixed-rate assets in euro issued by entities with a minimum credit rating of P-1 and F1+ for short term debt, according to the rating scales of Moody’s and Fitch, respectively, including short-term securities issued by the Spanish State, it being therefore possible, also in this case, that the return obtained is different from that initially obtained from “la Caixa” by virtue of this Contract.
- e) In both b) and d) situations, the Management Company will be later entitled to move back the balances to “la Caixa” under the Guaranteed Interest Rate Deposit Contract (Treasury Account), in the event that its short term debt reaches again the P-1 and F1 ratings, in accordance with the above mentioned scales.

By means of the Guaranteed Interest Rate Deposit Contract (Treasury Account), the risk is mitigated of temporary gaps between the collections of the Fund in the concept of principal and interest of the Assigned Assets with, for the most part, monthly periodicity, and amortisation and payment of the interest on the Bonds, with quarterly periodicity.

V.3.2. Guaranteed Interest Rate Deposit Contract (Amortisation Account)

The Management Company, in representation and for account of the Fund, and “la Caixa” will sign a Guaranteed Interest Rate Deposit Contract (Amortisation Account) by virtue of which “la Caixa” will guarantee a variable return on the amounts deposited by the Fund through its Management Company in a financial account. In particular, the Guaranteed Interest Rate Deposit Contract (Amortisation Account) will determine that the contributions to the Fund for Amortisation of the Principal will be deposited in a financial account in euros (the “Amortisation Account”), open in “la Caixa”, in the name of the Fund by the Management Company.

“La Caixa” guaranties an annual nominal interest rate, quarterly variable and with monthly maturity, applicable on each interest accrual period (different from the Interest Accrual Period established for the Bonds), equal to the Reference Interest Rate determined for the Bonds. The interest will accrue by monthly periods and will be liquidated the fifth (5th) Business Day after the end of each monthly period, with value date on the first day of the month of the next interest accrual period. The first interest liquidation will take place on December 5, 2003, interest accrued until November 30, 2003, inclusive. The interest of the Amortisation Account will be deposited in the Treasury Account.

The interest accrued in the manner indicated in the above paragraph will be calculated based on a three-hundred-sixty-five (365) day year.

In the event that the unsubordinated short term debt of “la Caixa” would at any time during the life of the issue of the Bonds experience a descent under P-1 or F1, according with the rating scales of Moody’s and Fitch, respectively, the Management Company, within the maximum term of thirty (30) Business Days counting from the moment of occurrence of such situation, shall exercise any of the options described below that allow the maintenance of an adequate guarantee level regarding the commitments derived from this Contract, and provided that the rating granted to the Bonds by the Rating Agencies is not prejudiced:

- a) Obtain from a financial entity with a minimum credit rating for its unsecured and unsubordinated short term debt, of P-1 and F1, according to the rating scales of Moody’s and Fitch, respectively, a first-demand warrantee that secures to the Fund, at the simple demand of the Management Company, the timely payment by “la Caixa” of its refund obligation of the amounts deposited in the Amortisation Account, during the time that the situation of loss of the P-1 or F1 ratings remains;
- b) Move the Amortisation Account of the Fund to an entity whose unsecured and unsubordinated short term debt has a minimum credit rating of P-1 and F1, according to the rating scales of Moody’s and Fitch, respectively, and arrange the maximum return for its balances, although it may be different than agreed with “la Caixa” by virtue of this Contract.
- c) In case options a) and b) above were 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, for an amount to guarantee the ratings assigned by the Rating Agency.
- d) In this same case, and if it was not possible to move the Treasury Account in the above established terms, the Management Company will be entitled to invest the balances, for quarterly periods at the maximum, until the next Determination date in short-term fixed-rate assets in euro issued by entities with a minimum credit rating for of P-1 and F1+ for short term debt, according to the rating scales of Moody’s and Fitch, respectively, including short-term securities issued by the Spanish State, it being therefore possible, also in this case, that the return obtained is different from that initially obtained from “la Caixa” by virtue of this Contract.
- e) In both b) and d) situations, the Management Company will be later entitled to move back the balances to “la Caixa” under the Guaranteed Interest Rate Deposit Contract (Amortisation Account), in the event that its short term debt reaches again the P-1 and F1 ratings, in accordance with the above mentioned scales.

The Guaranteed Interest Rate Deposit Contract (Amortisation Account) will be terminated for all legal purposes in the event that the Rating Agencies did not confirm as final, before the start of the Subscription Period, the ratings provisionally assigned to each of the Series.

V.3.3 Participative Loan Contract

The Management Company, in representation and for the account of the Fund, will sign a participative loan contract with “la Caixa” (the “**Participative Loan Contract**”) that will be applied on each Payment Date, together with the rest of Available Funds, to the fulfilment of certain payment or withholding obligations of the Fund, in accordance with the Payment Priority Order due to the insufficiency of the rest of Available Funds, or, if applicable, to the formation of a Reserve Fund; without the granting of the said Loan, under any event, representing a guarantee of the good end of the Assigned Assets.

Amount of the Participative Loan

El initial amount of the Participative Loan (“Initial Amount of the Participative Loan”) will be seven-million-eight-hundred-thousand (7,800,000) euro that is, 1.30% of the initial amount of the Bonds Issue.

Said Initial Amount of the Participative Loan may be reduced in successive Payment Dates, its amount being determined by the lower of:

- a. 1.30% of the initial amount of the Bonds Issue, and
- b. 2.60% of the difference between the Outstanding Balance of the Principal of the Bonds and the balance of the Amortisation Account

In any case, the minimum level of the Participative Loan may not be lower than 0.75% of the initial amount of the Bonds Issue.

Notwithstanding the above, the Amount of the Participative Loan may not be reduced on a Payment Date in the event of occurrence of any of the following circumstances:

1. There are amounts disposed of at the charge of the same, except if that has been motivated by a descent in the rating of “la Caixa”, as described in the paragraph *Reserve Fund*, and, in the event that the Reserve Fund has been formed, if contribution for the Required Amount for the Reserve Fund has not been made;
2. The Outstanding Balance of the Loans with a default rate higher than 90 days is higher than 1% of the Outstanding Balance of the Assets.

Withdrawal.

The Management Company, in representation and for the account of the Fund, will dispose of the Participative Loan with the limit of the Participative Loan, whenever the Available Funds on a Payment Date do not allow the fulfilment of the payment obligations of the Fund ranked 1st to 11th in the Payment Priority Order of the Fund.

Reserve Fund

The Management Company, shall form a Reserve Fund, to be charged an equal amount to the b available to the Participative Loan and, if applicable, of the amounts disposed of the same when they are refunded, in the event of a descent of the unsecured and unsubordinated short term debt of “la Caixa” under P-1 or F1, according with the rating scales of Moody’s and Fitch, respectively, within the maximum term of thirty (30) Business Days counting from the moment of occurrence of such situation, except in the case that “la Caixa” provides, in favour of the Fund and at its charge, a guarantee or warrantee at first demand from a financial entity with a minimum credit rating for its unsecured and unsubordinated short term debt of P-1 and F1, according to the above mentioned rating scales, that secures to the Fund, at the simple demand of the Management Company, the amount of the dispositions that it may request to “la Caixa” under the Participative Loan available at the corresponding date of disposition. All of it, without the rating granted to the Bonds by the Rating Agencies being prejudiced.

Amortisation.

The Fund will repay any disposition made at the charge of the Participative Loan on any Payment Date on which the Available Funds, excluding the available amounts at the charge of the Participative Loan, allow their payment in the established application order according to the Payment Priority Order.

Notwithstanding, in case of disposition of the entire Participative Loan as a consequence of the descent in the rating of “la Caixa” and formation of the Reserve Fund, the refund will be made on each Payment Date for an amount equal to the positive difference existing between the Required Amount of the Reserve Fund at the previous Payment Date anterior and the Required Amount of the Reserve Fund at the current Payment Date, and in the application order established for this case according to the Payment Priority Order. The amount of the Participative Loan that would have corresponded in accordance with the rules described above in the section *Amount of the Participative Loan*, in the event that the Reserve Fund needed not be formed, will be deemed as Required Amount of the Reserve Fund.

In the case that the Fund, according to the Payment Priority Order, did not have on a Payment Date sufficient liquidity to make the refund corresponding to the Participative Loan, the part of the principal that was not refunded, will be refunded on the Payment Date immediately following together with the amount that, if applicable, corresponds to be reimbursed on that same Payment Date, until its total refund.

Financial Return.

Due to the subordinate character of the Participative Loan, in relation with the rest of the obligations of the Fund and that its repayment depends on the behaviour of the Loans assigned to the Fund and on the evolution of the interest rate paid to the Bonds issued by the Fund, the remuneration of the Participative Loan will have two components, one of a determined character and another of variable character related to the evolution of the risks of the Fund.

- (i) “Fixed Remuneration”: the amount disposed of the Participative Loan will accrue an interest calculated on the basis of a floating interest rate equal to the Nominal Interest of the series C Bonds for each Interest Accrual Period.
- (ii) “Variable remuneration”: will be equal to the positive difference between the Available Funds and the payments to attend to the twenty (20) positions of the Payment Priority Order on each Payment Date and it will be calculated in accordance with the provisions of the Deed of Formation of the Fund.

The availability commission will be of 0.10% annual nominal calculated over the average of the amounts not disposed and payable on each Payment Date.

V.3.4. State Warrantee

The Ministry of Economy has granted by means of an Order, a Warrantee to the Fund by virtue of which the Spanish State will secure with a waiver to the benefit of discussion (*beneficio de excusión*) established in article 1830 of the Civil Code, the payment of the economic obligations actionable against the Fund derived from the Series A3G Bonds, under the concept of reimbursement of the principal and payment of the ordinary interest.

The amount of the Warrantee is (i) two-hundred-twenty-three-million-five-hundred-thousand (223,500,000) euro, extensive to the sum of the amount of the issued face value of the Series A3G and to interest corresponding to the said face value of this Series.

The terms and conditions of the Warrantee are described in detail in section II.15.2.

V.3.5. Subordinated Loan Contract

The Management Company will execute, in representation and for the account of the Fund, with “la Caixa” a loan contract for a maximum amount of seven hundred and fifty thousand (750,00) euro (the “**Subordinated Loan Contract**”) to be destined to the payment of the formation of the Fund and issue of the Bonds expenses and to finance the gap between the value of the assigned Assets and the total face value of the issue of Bonds at the time of formation of the Fund.

The loan will accrue an annual nominal interest, determined quarterly for each interest accrual period (different from the Interest Accrual Period for the Bonds), that will be the one resulting from the aggregation of: (i) the Reference Interest Rate determined for the Bonds, and (ii) a margin equal to that applicable to the Series C Bonds. Such interest will be paid only if the Fund has sufficient liquidity in accordance with the Payment Priority Order. The interest accrued to be paid on days March 15, June, September 15 and December 15 of each year and be paid at maturity on the concerned Payment Date, will be calculated based on: (i) the effective days of each interest accrual period and (ii) a three-hundred-and-sixty (360) day year.

The interest accrued but not paid on a Payment Date, will accumulate and will accrue a default interest at the same rate as the nominal interest of the Subordinated Loan and will be paid, provided that the Fund has sufficient liquidity, in accordance with the Payment Priority Order, on the following Payment Date.

The amortisation will be made on each of the Payment dates. The part of the Subordinated Loan destined to finance the formation expenses of the Fund and issue of the Bonds will be amortised quarterly on each Payment Date, for the amount by which the said formation expenses has been amortised, in accordance with the official accounting of the Fund, and in any event over the maximum period of five (5) years from the formation of the Fund, and according to the accounting and fiscal legislation current from time to time.

The part of the Subordinated Loan destined to finance the gap between the face value of the issue of Bonds and the total nominal value of the Assigned Assets at the time of formation of the Fund will be amortised, integrally, on the first Payment Date after the Disbursement Date, that is, on March 15, 2004, or, should the Fund not have enough liquidity, its amortisation will continue over the following Payment Dates, until its final refund.

In the event that the Fund, according to the Payment Priority Order, did not have on a Payment Date sufficient liquidity for the partial amortisation corresponding to the Subordinated Loan, the part of the principal that was not amortised, will be amortised on the Payment Date immediately following, together with the amount that, if applicable, corresponds to amortise on that same Payment Date, until its total refund.

All the amounts not paid on preceding Payment Dates will be paid on the following Payment Dates with preference over the amounts related to the Loan to be paid on that Payment Date, attending in the first place to the accrued but not paid interest, and in second, to the amortisation of the principal, according to the Payment Priority Order of the Fund.

V.3.6. Interest Rate Swap Contract.

The Management Company, in representation and for the account of the Fund, will sign with "la Caixa", an Interest Rate Swap in accordance with the form of Master Financial Operations Contract (Contrato Marco de Operaciones Financieras) (MFOC) of the Spanish Banking Association, the most relevant characteristics of which are described below.

The signing of the Swap contract responds to the need to eliminate the interest rate risk that arises from the fact that the Assets are subject to floating interest rates with different reference indexes and different revision and liquidation periods to those established for each series of the Bonds issued against the Fund. The signing of the said contract also responds to the need to mitigate the risk implied by that, under the laws for modification and subrogation of Loans, the Loans may be the object of renegotiations that lower the agreed interest rate and the risk that may affect, if applicable, the rounding-up clauses of the Loans.

By virtue of the Interest Rate Swap Contract, the Fund shall make payments to "la Caixa" calculated over the interest rate accrued by the assets, and as a counterpart "la Caixa" shall make payments to the al Fund calculated over the Average Adjusted Interest Rate of the Bonds, all of which in accordance with the rules indicated below, that are detailed in the Swap Contract.

By virtue of the Interest Rate Swap Contract, payment of the Net Amount shall be made on each Payment Date either by the Management Company, in the name and representation of the Fund, or by the Assignor, as appropriate, bearing into account that:

- (a) The Net Amount is the resulting, positive or negative, of the difference between the Bonds Amount to be paid by the Assignor and the Loans Amount a to be paid by the Fund;
- (b) The Bonds Amount is the amount resulting from applying the Average Pondered Interest Rate of the Bonds to the Notional of the A Swap calculated based on 360 days; and

- (c) The Loans Amount is the amount resulting from adding (i) the amount resulting from applying the Average Pondered Accrued Interest Rate over the Assigned Assets minus a margin of 0.75% to the Notional of the B Swap, and (ii) the amount resulting from applying the reference interest rate for the Bonds over the Balance Amortisation Account, calculated based on 360 days;
- (d) The Notional of the A Swap is the Outstanding Balance of the Principal of the Bonds, on the current Determination Date.
- (e) The Notional of the B Swap is the difference between the Notional of the A Swap and the Balance of the Amortisation Account.
- (f) The Average Adjusted Accrued Interest Rate over the Assigned Assets shall be calculated by dividing the amount of Accrued Interest of the Assigned Assets during the immediately previous Determination Period to the current Payment Date (numerator) by the daily average of the Outstanding Balance of the Assigned Assets in the Determination Period immediately previous to the current Payment Date (denominator).
- (g) The Balance of the Amortisation Account shall be equal to the available amount in the said account on the Determination Date previous to the current Payment Date.
- (h) The Reference Interest Rate for the Bonds will be the Euribor for three (3) months fixed for that Interest Accrual Period.

The reference date for the various calculations will be the Determination Date corresponding to each Payment Date, and when the necessary calculations refer to periods, they do so to the Determination Period immediately previous to each Payment Date.

In the event that the Bonds Amount and the Loans Amount are equal, none of the parties will be obliged to make any payment in relation to the Net Amount.

If, on a Payment Date the Fund did not have sufficient liquidity to make the payment for the entire Net Amount that it was obliged to pay to “la Caixa”, the part of the Net Amount not paid will be liquidated on the following Payment Date on which the Fund has sufficient liquidity, in accordance with the Payment Priority Order established in section V.4.2.1. of this Prospectus and no default interest will accrue for this concept. Should this happen on two successive Payment Dates, this will constitute an event of advanced termination of the Swap Contract and the final liquidation payment would be paid when the Fund has sufficient liquidity, according to the Payment Priority Order.

If on the contrary, it was “la Caixa” the one not making the payment of the total Net Amount that corresponded to it to make to the Fund, “la Caixa” will be obliged to pay to the Fund the amount corresponding to the final liquidation payment of the Swap Contract, this being a potential event for advanced termination of the Swap Contract, depending on the criteria of the Management Company.

The liquidation payment to be paid in the event of advanced termination of the corresponding Swap Contract in accordance with that established in the above paragraphs will be the market value of that swap (plus the unpaid amounts), without any additional obligation of indemnification or other concept at the charge of the entity obliged to the liquidation payment. Should the liquidation payment correspond to the Fund, the said liquidation payment would be made when the Fund had sufficient liquidity, in the 18th position of the Payment Priority Order.

The events referred to in the above paragraphs, relating to the termination of the Swap Contract, do not imply the advanced termination of the Bonds issue, save in the event that in conjunction with other events or circumstances relating to the patrimonial situation of the Fund a substantial or permanent alteration of its financial balance will occur, according with the criterion of the Management Company.

In the event that the unsubordinated and unsecured long term debt of “la Caixa” would at any time during the life of the Bonds has a rating lower than A-1, according with the rating scale for long term risk of Moody’s or lower than F-1 and according with the rating scale of Fitch for short term risk, “la Caixa”, within the maximum term of thirty (30) Business Days counting from the moment of occurrence of such downgrading, shall exercise one or more of the following options, depending on the rating granted to the counterparty under the Swap and provided that the action taken does not have a negative impact on the rating assigned to the Bonds by the Rating Agencies:

- a) Find an entity that secures its obligations under the Swap Contract whose unsubordinated and unsecured long term debt has at least a rating of A1 according with the scale of Moody's for the long term risks and of F-1 according to the scale of Fitch for short term risks, or
- b) That a third entity, whose unsubordinated and unsecured long term debt has, at least a rating equal to or higher than A1 according with the scale of Moody's for long term risks and of F-1 according with the scale of Fitch for short term risks, assumes its contractual position and substitutes it in the Swap Contract, or if applicable, by virtue of a new swap contract; or
- c) Constitute a deposit in the account designated by the Management Company, for an amount satisfactory for the Rating Agencies.

The non-fulfilment of this obligation could constitute a cause for advanced termination of the Swap Contract to the discretion of the management company.

All costs, expenses and taxes incurred in the fulfilment of the above obligations will be charged to “la Caixa”.

The occurrence, if applicable, of the advanced termination of the Swap Contract will not in itself constitute a cause for Anticipated Amortisation of the Bonds Issue or for Anticipated Liquidation of the Fund referred to in sections II.11.3.1.8 and III.8.1 of the present Prospectus, save in the event that in conjunction with other events or circumstances relating to the patrimonial situation of the Fund, a substantial or permanent alteration of its financial balance will occur.

V.3.7. Liquidity Line Contract

The Management Company will execute, in representation and on behalf of the Fund, with “la Caixa” a loan contract (the **Liquidity Line Contract**) to the end of providing to the Fund the necessary amounts to anticipate to the holders of the Series A3G Bonds the amounts that the State must pay to the Fund under the concept of interest payment to the Bonds of the said Secured Series as a consequence of the execution of the Warrantee. The amount of the Liquidity Line will be four-million-five-hundred-thousand (4,500,000) euro.

In the event that the unsubordinated and unsecured short term debt of “la Caixa” would at any time during the life of the Bonds of the Secured Series experiment a descent to under P-1 or F1, according with the rating scales of Moody’s and Fitch, respectively, the Management Company, within the maximum term of thirty (30) Business Days counting from the moment of occurrence of such situation, shall exercise any of the options described below or any other that allows the maintenance, for the duration of the situation of the loss of the P-1 or F-1 ratings, an adequate guarantee level regarding the commitments derived from the Liquidity Line Contract, and the maintenance of the rating assigned to the Secured Series:

- a) Obtain from a third party entity with at least a rating of P-1 y F-1 according with the rating scales of Moody’s and Fitch, respectively, a warrantee at first demand that secures to the Fund, at the simple demand of the Management Company, the amount of the dispositions that “la Caixa” may request, up to the maximum amount of the Liquidity Line.
- b) Assign its contractual position under the Liquidity Line Contract to a third party entity with a rating for its unsubordinated and unsecured short term debt of P-1 and F1, according to the rating scales of Moody’s and Fitch, respectively.

All costs, expenses and taxes incurred in the fulfilment of the above obligations will be charged to “la Caixa”.

Withdrawal.

The Management Company, in representation and on behalf of Fund, will make withdrawals against the Liquidity Line when, on the corresponding Payment Date, having requested the execution of the Warrantee, according to that established in section II.15.2 of the Prospectus, the required amounts were not paid to the Fund on the same Payment Date, and for the amounts required upon each execution of the Warrantee corresponding to the interest.

Reimbursement.

The Fund will reimburse the amounts disposed of against the Liquidity Line as soon as it receives from the General Directorate for Financial Policy and Treasury the amounts required upon the execution of the Warrantee, immediately, without awaiting the next Payment Date.

Financial Return.

The amounts disposed of at the charge of the Liquidity Line will accrue an annual nominal interest, determined quarterly for each interest accrual period (different from the Interest Accrual Period for the Bonds), that will be the equal to the Reference Interest Rate for the series C Bonds. Such interest will be paid only if the Fund has sufficient liquidity in accordance with the Payment Priority Order. The interest accrued to be paid on days March 15, June 15, September 15 and December 15 of each year and to be paid at maturity on the concerned Payment Date, will be calculated based on: (i) the effective days of each interest accrual period and (ii) a three-hundred-and-sixty (360) day year.

The interest accrued but not paid on a Payment Date will be accumulated to the principal of the Liquidity Line and will accrue an additional interest at the same rate as that applicable to the Liquidity Line for the interest accrual period concerned and will be paid, provided that the Fund has sufficient liquidity, in accordance with the Payment Priority Order on the Payment Date immediately following.

The availability commission will be of a 0.01% annual nominal calculated over the average not disposed amounts and payable on the Payment Dates.

Maturity

The Liquidity Line will be cancelled on the date on which the Series A3G Bonds are fully amortised, or, in any event, on the Statutory Maturity Date, that is September 15, 2036.

The Liquidity Line Contract will be terminated for all legal purposes in the event that the Rating Agencies did not confirm as final, before the start of the Subscription Period, the ratings provisionally assigned to each of the Series.

V.3.8. Administration and Management of the Assigned Assets and Deposit of the Mortgage Transfer Certificates Contract.

“La Caixa”, Assignor of the Assigned Assets to be acquired by the Fund, in accordance with that established in article 2.2.b) of Royal Decree 926/1998, and regarding the Mortgage Transfer Certificates, in article 61.3 of Royal Decree 685/1982, will retain, as attorney of the Management Company, the administration and management of the Assigned Assets, the relations of the “la Caixa” (as **Administrator**) and the Fund, represented by the Management Company being regulated by the Administration Contract.

The terms of the Administration Contract are described in section IV.2 of the present Prospectus.

The Administration Contract will be terminated for all legal purposes in the event that the Rating Agencies did not confirm as final, before the start of the Subscription Period, the ratings provisionally assigned to each of the Series.

V.3.9. Direction, Underwriting and Brokerage of the Bonds Issue Contracts.

The Management Company, in representation and on behalf of the Fund, will sign a Direction, Underwriting and Brokerage of the issue of Bonds Contract with InverCaixa Valores S.V., S.A., as Direction Entity and JP Morgan Securities Limited as Underwriting and Brokerage Entity.

The Underwriting and Brokerage Entity of the Bonds Issue assumes the obligations contained in the Direction, Underwriting and Brokerage of the issue of Bonds Contracts, that basically are the following: 1) undertaking to subscribe the Bonds that were not subscribed by third parties, once closed the Subscription Period and up to the established amount; 2) seek the brokerage by means of subscription by third parties of the Bonds Issue; 3) payment to the Paying Agent prior to 13:00 hours (CET) of the Disbursement Date, value in that same date, of the face value of their respective commitment, the Paying Agent proceeding to pay to the Fund before 14:00 hours (CET) of the same day, value in that same date, the total amount of for the subscription of the Bonds Issue; 4) commitment to pay the default interest agreed in the contract for the event of delay in the payment of the amounts due and 5) provision to the subscribers of documentary proof of the subscription.

- By virtue of the Direction, Underwriting and Brokerage Contract, the Underwriting and Brokerage Entity will not receive any underwriting and brokerage of the Bonds Issue commission.

InverCaixa Valores S.V., S.A, will participate in the Bonds Issue as Direction Entity and shall not receive any remuneration for the direction of the Bonds issue.

The Direction, Underwriting and Brokerage Contract will be terminated for all legal purposes in the event that the Rating Agencies did not confirm before the start of the Subscription Period, as final, the ratings assigned on a provisional basis to each of the Series.

V.3.10. Paying Agency of the Bonds Contract

The Management Company, in representation and for the account of the Fund, will sign with “la Caixa” a paying agency contract, to carry out the financial service of the Bonds issued against the Fund (the **“Paying Agency of the Bonds Contract”**).

The obligations that “la Caixa” (the **“Paying Agent”**) will assume under this Contract are summarised below:

- (i) Proceed to pay to the Fund before 14:00 hours (CET) of the Disbursement Date, value that same date, the amount that according to the Direction, Underwriting and Brokerage Contracts, the Underwriting and Brokerage Entity paid to it by the Underwriting and Brokerage Entity plus the amount of its underwriting commitment, by means of a payment into the Treasury Account of the Fund.
- (ii) On each of the Payment Dates of the Bonds, pay the interest and reimbursement of principal of the Bonds, once 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, and make payment of the rest of amounts payable at the charge of the Fund in accordance with the Prospectus and with the deed of Formation; and
- (iii) Provide to the Management Company all necessary or convenient information so that this last may fulfil the tax obligations of the Fund, in representation and on behalf of the same.

In the event that at any time of the issue of the Bonds, the unsubordinated and unsecured short term debt of “la Caixa” experiments a reduction under P-1 or F-1 according to the rating scales of Moody’s and Fitch, respectively, the Management Company, within the maximum term of thirty (30) Business Days from the moment of occurrence of such reduction will proceed to substitute “la Caixa” as Paying Agent, for the time of duration the situation of loss of the P-1 or F-1 ratings, by another entity whose

unsubordinated and unsecured short term debt has a minimum rating of P-1 or F-1 in accordance with the rating scales of Moody's and Fitch, respectively.

In consideration for the services to be provided by the Paying Agent, the Fund will pay to the same during the life of the contract a fee of 0.01%, including taxes, if applicable, over the gross amount of the interest paid to the holders of the Bonds on each Payment Date, provided that the Fund has sufficient liquidity according to the Payment Priority Order.

Should the Fund not have sufficient liquidity to pay the entire mentioned fee, the unpaid amounts will 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 such situation has ceased.

The Paying Agency Contract will be terminated for all legal purposes in the event that the Rating Agencies did not confirm as final, before the start of the Subscription Period, the ratings provisionally assigned to each of the Series.

V.4. Priority rules established for the payments of the Fund

V.4.1. Origin and application at the Disbursement Date for the Bonds

The origin and application of the available amounts by the Fund on the Disbursement Date of the Bonds Issue will be the following:

- 1. Origin:** the Fund will dispose of Funds on the following concepts:
 - a) Disbursement of the subscription of the Bonds.
 - b) Withdrawal from the Subordinated Loan.
- 2. Application:** the Fund in turn will apply the above described resources to the following payments:
 - a) Payment of the price for the face value of the principal of the Assigned Assets.
 - b) Payment of the expenses for the formation of the Fund and for the issue of the Bonds.

V.4.2. Origin and application of funds after the Disbursement Date and until the final liquidation of the Fund.

On each Payment Date, the Management Company will proceed to apply the Available Funds to the payments and withholdings detailed below, successively and in the indicated order (the "**Payment Priority Order**").

V.4.2.1. Available Funds: origin and application.

1°. Origin.

The Available Funds on each Payment Date (the "**Available Funds**") will be the following:

- a) The income received from the repayment of the principal of the Assigned Assets from the previous Payment Date until the current Payment Date, inclusive. The said amounts shall be deposited in the Treasury Account.
- b) The ordinary and default interest collected from the previous Payment Date until the current Payment Date, inclusive. The said amounts shall be deposited in the Treasury Account.
- c) The income received from the amounts deposited in the Treasury Account.

- d) The income received from the amounts deposited in the Amortisation Account, that shall be deposited into the Treasury Account.
- e) The available amount of the Participative Loan, to be used only to face the payment of the obligations of the Fund organised from 1st to 11th, both inclusive of the Payment Priority Order established in section 2 below.
- f) In case of occurrence of the formation of the Reserve Fund, the amount corresponding to the contribution to the same that shall be deposited in the Treasury Account.
- g) The amounts received by virtue of the Interest Rate Swap Contract.
- h) The amounts received at the charge of the State Warrantee that are used for the payment of interest on the Series A3G Bonds, or if applicable, the refund of the amounts disposed off the Liquidity Line for the payment of the principal of the Series A3G, directly and without observing the payment priority order.
- i) Any other amounts received by the Fund from the previous Payment Date until the current Payment Date, inclusive, including those resulting from the sale of goods or rights assigned to it, or exploitation of the same.

2°. Application.

The Available Funds will be applied on each Payment Date to the fulfilment, regardless of the moment of their accrual, of the payment or withholding obligations actionable on each Payment Date in the following priority order, except for the application established in order 1°, which may be requested at any time, in accordance with its exigency:

- 1°. Payment of the ordinary and extraordinary expenses of the Fund, supplied or not by the Management Company and duly justified, including the administration fee in favour of the same, and the rest of expenses and charges for services. In this position, and in relation with the administration of the Credit Rights, only the expenses that it had anticipated or supplied for the account of the Fund and the amounts that would correspond to refund to it, all of them duly justified, will be paid to "la Caixa".
- 2° Payment of the amount of the Swap
- 3° Payment of the previously unpaid Interest of the Class A Bonds and refund to the State of the amounts disposed of the Warrantee for amortisation of the A3G Bonds (pro rata)
- 4° Payment of the interest accrued by the Series A1 Bonds
Payment of the interest accrued by the Series A2 Bonds
Payment of the interest accrued by the Series A3G Bonds
Payment of the interest accrued by the Series A3S Bonds
Payment of the interest accrued by Liquidity Lines in case of withdrawal from the same (pro rata among all of them)
- 5° Payment of the interest accrued on the Series B Bonds save deferral of this payment as established by section V.4.2.2.
- 6° Payment of the interest accrued on the Series B Bonds save deferral of this payment as established by section V.4.2.2.
- 7° Contribution to the Fund for Amortisation of the Principal for, at their respective moments, amortisation of the Series A1 y A2 Bonds.
- 8° Payment of the amount matured for amortisation on the Series A3S not paid on Previous Payment Dates and payment of the Amount matured for the payment of the Debt to State due to the execution of the Warrantee for Principal
- 9° Amortisation of the Series A3G y A3S Bonds (pro rata)

- 10° Amortisation of the Series B Bonds
- 11° Amortisation of the Series C Bonds
- 12° Refund of the principal disposed of the Participative Loan or, if applicable, withholding of an amount sufficient for the contribution to the Reserve Fund
- 13° Liquidation Payment of the Swap in case of termination of the contract due to default by any of the parties thereto.
- 14° Interest of the Subordinated Loan for Formation Expenses.
- 15° Availability commission of the Participative Loan.
- 16° Fixed remuneration of the Participative Loan.
- 17° Amortisation of the Subordinated Loan for Formation Expenses.
- 18° Amortisation of the principal disposed of the Participative Loan, disposed as Reserve Fund in the amount corresponding to the reduction of the Reserve Fund.
- 19° Administration of the Assigned Assets fee.
- 20° Variable remuneration of the Participative Loan.

The refund to “la Caixa” of the principal disposed of the State Warrantee Liquidity Line shall be made at the moment in which the Ministry of Economy pays the secured amounts without awaiting the following Payment Date.

V.4.2.2 Exceptional payment priority rules.

- a) The amounts received at the charge of the State Warrantee will be used only to cover the insufficiencies in the payments of principal and interests of the A3G Bonds. In no case will they be subject to the priority order established in the preceding section.
- b) In the event that the Available Funds were not sufficient on a Payment Date to cover any of the amounts mentioned in the preceding paragraphs, the following rules will apply:
 - (i) The Available Funds of the Fund will be applied to the different concepts mentioned in the previous section, in accordance with the priority order established and pro rata of the amount due among those entitled to receive the payment.
 - (ii) The amounts that remain unpaid will be placed, on the following Payment Date, in a priority position immediately before that of the concerned concept itself.
 - (iii) The amounts due by the Fund not paid on their respective Payment dates will not accrue any additional interest, except for the amortisation of the principal of the Bonds, which will accrue the interest accrued by the Bonds according to that established in section II.10.
- c) In the event that “la Caixa” needs to be substituted as Administrator of the portfolio, the remuneration of the new Administrator will be joined to the ordinary expenses of the Fund, included in the first epigraph of the Payment Priority Order.
- d) In the case that on two successive Payment Dates the Outstanding Balance of the Assets with an delay in payments rate over 90 days is equal to 5% of the initial amount of the Assigned Assets, payment of the interest of the C Bonds will be down-ranked to the epigraph immediately after that of

the payment of the amortisation of the Class A Bonds. This down-ranking will be maintained until the total amortisation of the A3G and A3S Bonds.

- e) In the case that on two successive Payment Dates the Outstanding Balance of the Assets with an delay in payments rate over 90 days is equal to 10.4% of the initial amount of the Assigned Assets, payment of the interest of the B Bonds will be down-ranked to the epigraph immediately after that of the payment of the amortisation of the Series B Bonds. This down-ranking will be maintained until the total amortisation of the series B Bonds.

CHAPTER VI

INFORMATION OF A GENERAL NATURE ABOUT THE MANAGEMENT COMPANY OF THE MORTGAGE SECURITISATION FUND

In accordance with Law 19/1992, the Mortgage Securitisation Funds have no legal personality of their own, it being entrusted to the Mortgage Securitisation Funds Management Companies the formation, administration and legal representation thereof, as well as the defence of the interests of the holders of the securities issued against the Funds that they may administer.

By reason of the above, in this Chapter the information relating to GestiCaixa, as Management Company that forms, administers and represents FonCaixa Ftpyme 1, Fondo de Titulización de Activos, is detailed.

VI.1. Relating to the Company, except its equity

VI.1.1. Name and Registered Office

The name of the management Company is “GestiCaixa, Sociedad Gestora de Fondos de Titulización, S.A.”, and it has its registered office at Avenida Diagonal, 621 in Barcelona.

VI.1.2. Formation and inscription in the Mercantile Registry, as well as data relative to the administrative authorisations and inscription with the CNMV

GestiCaixa, Sociedad Gestora de Fondos de Titulización, S.A., is a limited liability company (sociedad anónima) of Spanish nationality, with CIF A-58481227, incorporated by public deed before the Notary of Barcelona, Mr. Wladimiro Gutiérrez Álvarez, on November 6, 1987 under the name “Caixa 92, S.A.”, having changed its initial name by that of GestiCaixa, Compañía Gestora de Fondos de Titulización Hipotecaria, S. A. and having been transformed into mortgage securitisation funds management company on September 6, 1993, by means of deed authorized by the Notary of Barcelona, Mr. Roberto Follia Camps, under number 2,129 of his protocol, and in conformity with the dispositions of article sixth of Law 19/1992 de, of July 7, by virtue of the authorisation granted by the Ministerial Order of August 24, 1994. It is registered in the Mercantile Registry of Barcelona, sheet 110.165, folio 141, tome 9.173, book 8.385, section 2ª, inscription 1st and was adapted to the Limited Liability Companies Act (Ley de Sociedades Anonimas) by public deed before the Notary of Barcelona, Mr. Wladimiro Gutiérrez Álvarez, registered as inscription 3rd of sheet nbr. B-50.432, folio 143, tome 9.173. On date June 10, 2002, was transformed into Securitisation Funds Management Company by means of a deed authorized by the Notary of Barcelona, Mr. Joaquín Viola Tarragona, under number 424 of his protocol, in accordance with the Only Transitional Provision (Disposición Transitoria Unica) 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 May 9, 2002, having adopted as new company name that of “GestiCaixa, Compañía Gestora de Fondos de Titulización, S.A.”. The said deed has been registered in the Mercantile Registry of Barcelona, Tome 34187, Folio 192, sheet B-50432, Inscription 14th.

GestiCaixa, Compañía Gestora de Fondos de Titulización, S.A. is registered in the Special Registry of Securitisation Funds Management Companies of the National Securitisation Markets Commission with number 7.

The duration of the Management Company is indefinite, save the concurrence of any of the dissolution causes that the legal or regulatory dispositions may establish.

VI.1.3. Company Object

The exclusive object of the Management Company is the formation, administration and legal representation both of assets securitisation funds and mortgage securitisation funds, as established by Royal Decree 926/1998, of May 11.

VI.1.4. Place where the documents mentioned by the Prospectus or whose existence derives from its contents can be consulted.

The Management Company will have available for the public, in its registered office, all the documents and information necessary in accordance with the deed of Formation or in accordance with the present Prospectus.

The present Informative Prospectus has been registered in the Official Registries of the CMNV on November 27, 2003. It is freely available for the public at the registered offices of the Management Company and of the Direction Entity. Also, it can be consulted at the CNMV, in Madrid, Paseo de la Castellana 19 or alternatively, in Barcelona, Paseo de Gracia 19, 3rd floor, as well as at the direction organism of the IAAF Market, with registered office in Madrid, Plaza Pablo Ruiz Picasso, s/n, Edificio Torre Picasso, planta 43.

Likewise, all information of a public character detailed in this Prospectus may be found at the registered office of the Management Company and in the Official Registry of the CNMV.

VI.2. Relating to the company equity

VI.2.1. Face value subscribed and disbursed

The share capital of the Management Company at the moment of formation of the Fund is one-million-five-hundred-two-thousand-five-hundred (1,502,500) euro represented by two-hundred-fifty-thousand (250.000) nominative shares of six (6) euro with one (1) cent of face value each. On date June 29, 2001, the Board of Directors of the Management Company, agreed to the re-denomination in euro of the amount of the share capital, with the corresponding reduction of the same by euro 30.26, to adjust the unitary face value of the shares, all of which in accordance with the provisions of Law 46/1998, of September 17, on the introduction of the Euro.

VI.2.2. Classes of shares

All shares issued by the Company up to the date of publication of this Prospectus are ordinary nominative of a single class and series, and confer identical political (voting) and economic rights.

VI.2.3. Evolution of the equity during the last three years

No increase of the share capital of the Management Company has been made in the last three years, except for the already mentioned reduction of the company's share capital by 30.26 euro, as a consequence of the re-denomination of its share capital in euro.

VI.3. Data relating to participations

VI.3.1. Existence or not of participations in other companies

There are no participations of the Company in any other companies.

VI.3.2. Group of companies of which the company forms part

To the effects of article 42 of the Commercial Code, the Management Company forms part of the Companies Group of Caixa d'Estalvis i Pensions de Barcelona.

VI.3.3. Holders of significant participations

At the date of registration of the present Prospectus, holding of the shares of the Management Company is distributed among the below listed companies, with an indication of the participation quota corresponding to each of them:

Name of the shareholding company	%
CaixaHolding, S.A.	80%

VidaCaixa, S.A. de Seguros y Reaseguros	9%
Caixa Barcelona Seguros Vida, S.A., Seguros y Reaseguros	6%
HipoteCaixa, E.F.C., S.A.	5%

VI.4. Company organs

The government and administration of the Management Company are entrusted by the by-laws to the General Shareholders Meeting and to the Board of Directors. Their competences and faculties are those corresponding to such organs in accordance with the Limited Liability Companies Act (Ley de Sociedades Anonimas) and in Law 19/1992, in relation with the company's object.

VI.4.1. Board of Directors

At the date of registration of the present Prospectus, the Board of Directors is formed by the following persons:

Chairman:	Pedro Huguet Vicens
Directors:	Joaquin Vilar Barrabeig Hernán Cortés Lobato Xavier Jaumandreu Patxot José R. Montserrat Miró Asunción Ortega Enciso
Secretary (non Director):	Juan Ignacio Sanz Caballero

VI.4.2. General Manager.

The General Manager of the Management Company is Xavier Jaumandreu Patxot.

VI.5. Grouped Interests in the Management Company of the individuals forming the organs of the company

The persons that form the board of directors of the Management Company are not holders or representatives, directly or indirectly of any share or convertible bond.

VI.6. Identification of the persons or entities that may be creditors of the Management Company and participate in the liabilities of the same by more than 10%, quantifying the said interests in each case

Not applicable.

VI.7. Mention to whether the Management Company is immersed in any situation of bankruptcy and to the possible existence of claims or significant controversies that may effect the economic-financial situation or its future capacity to carry out the management and administration functions of the Fund provided for in this informative prospectus

At the date of registration of the present Prospectus, there are no claims or controversies that may significantly effect the economic-financial situation of the Management Company or its future capacity to carry out the management and administration functions of the Fund provided for in this informative Prospectus

CHAPTER VII FINANCING TO SMALL AND MEDIUM ENTERPRISES

VII.1. Financing to small and medium enterprises.

The assets assigned to the Fund by “la Caixa”, at the time of its formation, are rights owned by “la Caixa”, derived from bi-lateral loans granted to non-financial enterprises domiciled in Spain, formalised by public deed or other public document, all of which correspond to small and medium enterprises (“SMEs”) as per the European Commission Recommendation of April 3, 1996 (as amended by the European Commission Recommendation of May 6, 2003, that is companies with a workforce smaller than 250 workers, annual business volume lower than 50 million euro or a general annual accounting balance lower than 43 million euro, and meeting the criteria of independency from any big company: 25% of their share capital or voting rights may not be owned by other companies, or jointly by several companies not meeting the definition of SME or small company. The characteristics of the loans selected from the portfolio of “la Caixa”, that for the most part will be assigned to the Fund, are detailed in section IV.4 of this Prospectus.

VII.2. The State Warrantee in the Order of December 28, 2001

The Ministerial Order of December 28, 2001, establishes the requirements to be entitled to the benefits of the State Warrantee to secure fixed rate securities issued against Assets Securitisation Funds, to the end of promoting the formation of Assets Securitisation Funds to favour the entrepreneurial financing, according to the dispositions of article 52. fourth of Law 13/2000, of December 28, of the Annual State Budget for the year 2001.

Once verified the requirements mentioned in the paragraph above, the Ministry of Economy has granted a Warrantee to the Series A3G Bonds that will cover both the principal and the interest corresponding to the Bonds of the said Series.

VII.3. Implications that could be derived from the tendencies described in the previous point VII.1 (anticipated amortizations index, default index, etcetera):

For the purpose of eliminating or mitigating the risk for the interest rate arising in the Fund from the fact that the assets assigned by the Assignor are subject to floating interest rates with differing reference interest rates and different reset periods, or at fixed rates, the Fund has concluded with “la Caixa” an interest rate swap.

As regards the credit solvency of the Debtors, as stated by “la Caixa” in the declaration included in section IV.1.1, none of the Loans that will finally be assigned to the Fund will have outstanding payments pending collection at the date of their effective assignment.

Signed: Xavier Jaumandreu Patxot
General Manager of Gesticaixa S.G.F.T., S.A.

APPENDIX I

DEFINITIONS

“Acquisition Right”, means the acquisition right granted by the Fund, represented by the Management Company, to the Assignor over the remaining Assigned Assets as a whole that Fund may retain in the following terms and conditions outlined in section IV.1.2 d).

“Adjusted Average Interest Rate of the Bonds”, means for the liquidation period, the annual interest rate resulting from adding (i) the Reference Interest Rate of the determined for the current interest accrual period and, (ii) the average margin of each of the Series of Bonds adjusted by Outstanding Balance of the Principal of each Series of Bonds during the current Interest Accrual Period.

“Administration and Management of the Assigned Assets and Mortgage Transfer Certificates Deposit Contract”, means the contract for the administration and management of the Assigned Assets and for the deposit of the Mortgage Transfer Certificates signed between the Management Company, in the name and for the account of the Fund, and “la Caixa” as Administrator.

“Administrator”, means “la Caixa”, Assignor of the Assigned Assets to be acquired by the Fund, in relation with the Assigned Assets Administration and Management and Mortgage Transfer Certificates Deposit Contract.

“AIAF”, means AIAF Fixed Rate Market.

“Amortisation Account”, means the account open in the name of the Fund by the Management Company by virtue of the Guaranteed Interest Rate Deposit Contract (Amortisation Account) into which the Management Company, in the name and for the account of the Fund, will deposit the amount destined to the Contribution to the Fund for Amortisation of the Principal.

“Amortisation of the Principal Deficit”: means, on a Payment Date, the positive difference, should it exist, between (i) the Amount Matured for Amortisation and (ii) the amount effectively applied in the distribution of the Available Funds according to the Payment Priority Order, as permitted by the Fund’s liquidity on the said Payment Date.

“Amount Matured for Amortisation” means the positive difference between (i) the Outstanding Balance of the Principal of the Bonds once deducted the amount of the Fund for Amortisation of the Principal on the Determination Date immediately preceding and (ii) the Outstanding Balance of the Assigned Assets on the Determination Date immediately preceding the current Payment Date.

“Anticipated Liquidation Events”, means the events listed in section III.8.1 in which the Management Company, prior communication to the National Securities Market Commission, is entitled to proceed to the anticipated liquidation of the Fund on a Payment Date.

“Anticipated Redemption of the Bonds”, means an exceptional regime for anticipated redemption of the Bonds, as from the current Payment Date, inclusive, on which any of the circumstances included in section 3.1.8 would arise.

“Assigned Assets”, means the credit rights owned by “la Caixa”, derived from bi-lateral loans granted to non-financial enterprises domiciled in Spain that will be acquired by the Fund and all of which correspond to SMEs, according to the recommendation by the European Commission of April, 1996 (as amended by the Recommendation of the European Commission of May 6, 2003).

“Assignor”, means “la Caixa”.

“Available Funds”, means on each Payment Date the sum of (i) the balance on the Treasury Account, (ii) the amounts withdrawn from the Participative Loan, destined only to the payment of the obligations of the Fund numbered from 1st to 6th, both inclusive, (iii) the amounts disposed at the charge of the State Warrantee destined only to the payment of the interest on the Secured Series, or the dispositions from the Liquidity Line, should they not be paid to the Fund on the same Payment Date.

“Available Funds for Amortisation”, means on each Payment Date the amount destined to the amortisation of the Bonds or, if applicable, to the Contribution to the Fund for Amortisation of the Principal (“Available Funds for Amortisation”) will be equal to the smallest of the following amounts on the previous Determination Date: (i) the Available Funds once the six (6) first concepts of the Payment Priority Order have been paid (except if payment of the interest on the Series C has been deferred, in which case it would be once the five (5) first concepts of the Payment Priority Order have been paid, or that interest on the Series B has been deferred and, in that case it would be once the four (4) first concepts of the Payment Priority Order have been paid) and, (ii) the Amount Matured for Amortisation.

“Bonds”, means the Series A1, A2, A3G, A3S, B and C Bonds issued against the assets of the Fund.

“Bonds Issue”, means the securitisation bonds issued at the charge of the Fund.

“Business Day”, means any day that is not a Saturday, Sunday or a non-working day in Barcelona or Madrid or a non-working day in the TARGET calendar.

“Class A Bonds”, means the Class A Bonds issued against the Fund and integrated by the Series A1, A2, A3G y A3S Bonds.

“CAPR”, means the effective annual constant rate of anticipated amortisation or prepayment to the estimated average life and duration of the Bonds in the present Prospectus.

“CNMV”, means the National Securities Markets Commission.

“Contribution to the Fund for Amortisation of the Principal”, means, on a Payment Date, the Amount Matured for Amortisation on the Payment Date concerned. The amount of the Contribution will be deposited in the Amortisation Account.

“Contribution to the Fund for Amortisation of the Principal Deficit”, means the positive difference in between (a) and (b) being (a) the balance of the Bonds deducted the amount received for the execution of the State Warrantee and (b) the debt with the State minus the Contribution to the Fund for Amortisation of the Principal required and (ii) the amount effectively applied in the distribution of the Available Funds for Amortisation according to the Payment Priority Order, as permitted by the Fund’s liquidity on the said Payment Date.

“Debtors”, means the debtors of the Assigned Assets.

“Deed of Formation”, means the public deed of formation of FONCAIXA FTPYME 1, FONDO DE TITULIZACIÓN DE ACTIVOS and issue of the securitisation bonds, in the terms provided for by Royal Decree 926/1998.

“Determination Date”, means the date corresponding to the fourth Business Day prior to each Payment Date.

“Direction Entities”, means the entities InverCaixa Valores S.V., S.A. JP Morgan Securities Limited.

“Direction, Underwriting and Brokerage of the Bonds Issue Contract”, means the direction, underwriting and brokerage of the Bonds Issue contract signed between the Management Company, in the name and for the account of the Fund, InverCaixa Valores S.V., S.A as Direction Entity and J.P. Morgan Securities Ltd. as Underwriting and Brokerage Entity.

“Disbursement”, means the date on which the amount for the subscription of the Bonds is disbursed, and the nominal price of the Assigned Assets is paid, that is, December 4, 2003.

“Euribor”, means the Euro Inter bank Offered Rate, which is the offered rate for inter-bank term deposits in euro calculated as the daily average of the quotations provided for thirteen maturity terms by a panel formed by 57 Banks, among those most active in the Euro zone. The rate is quoted based on the calculation of the effective days to maturity and on a 360-day calendar, and is fixed at 11:00 in the morning (CET), expressed to three decimal positions.

“Final Maturity Date”, means September 15, 2033, or, should this not be a Business Day, the following Business Day.

“Fitch”, means Fitch Rating España, S.A.U.

“Fund”, means FONCAIXA FTPYME 1, FONDO DE TITULIZACIÓN DE ACTIVOS.

“Guaranteed Interest Rate Deposit Contract (Amortisation Account)”, means the contract for a Deposit at guaranteed interest rate (Amortisation Account) signed between the Management Company, in the name and for the account of the Fund, and “la Caixa”.

“Guaranteed Interest Rate Deposit Contract (Treasury Account)”, means the contract for a Deposit at guaranteed interest rate (Treasury Account) signed between the Management Company, in the name and for the account of the Fund, and “la Caixa”.

“Historic Annual Prepayment Rate (HAPR)”, means, on a Determination Date, at least the result of the following expression: at least the rate resulting from dividing (i) the accumulated amount of all principals of the Assigned Assets amortised in advance from the date of formation of the Fund to the current Determination Date, by (ii) the initial principal of all Assigned Assets on the date of formation of the Fund, and (iii) raised such expression to 12 divided by the number of months, rounded up to the centesimal part of a unit, elapsed from the date of formation of the Fund.

“Interest Accrual Period”, means the days elapsed between each Payment Date, including the initial Payment Date and excluding the final Payment Date. The first Interest Accrual Period will have a duration equivalent to the days elapsed between the Disbursement Date, included, and the first Payment Date, excluded.

“Interest Rate Fixing Date”, means the date corresponding to the second Business Day prior to each Payment Date.

“Interest Rate Swap Contract” or “Swap Contract”, means the interest rate swap contract signed between the Management Company, in the name and for the account of the Fund, and “la Caixa”.

“IRR”, means the internal rate of return.

“la Caixa”, means Caixa d’Estalvis i Pensions de Barcelona.

“Liquidity Line Contract”, means the liquidity line contract signed between the Management Company, in the name and for the account of the Fund, and “la Caixa”.

“Loans”, means the Mortgage Loans to which the Mortgage Transfer Certificates correspond, and the Non-mortgage Loans.

“Management Company”, means GestiCaixa, Sociedad Gestora de Fondos de Titulización, S.A.

“Maturity Date of the Series A1”, means December 15, 2005, or, should this not be a Business Day, the following Business Day.

“Maturity Date of the Series A2”, means March 15, 2007, or, should this not be a Business Day, the following Business Day.

“Moody’s”, means Moody’s Investors Service España, S.A.

“Mortgage Loans”, means the loans assigned by “la Caixa” to the Fund, guaranteed by real estate mortgages, that do not meet the requirements established by Law 2/1981 and agreeing legislation, and that are represented by Mortgage Transfer Certificates.

“Non-Mortgage Loans”, means the mortgages assigned by “la Caixa” to the Fund with or without personal guaranties.

“Participative Loan Contract”, means the participative loan contract signed between the Management Company, in the name and for the account of the Fund, and “la Caixa”.

“Paying Agent”, means the entity carrying out the financial service of the Bonds by virtue of the Paying Agency of the Bonds Contract. The Paying Agent will be “la Caixa”.

“Paying Agency of the Bonds Contract”, means the contract for the paying agency of the Bonds signed between the Management Company, in the name and for the account of the Fund, and “la Caixa”.

“Payment Date”, means the days March 15, June 15, September 15 and December 15 of each year, or, if applicable, the following Business Day. The first Payment Date will be March 15, 2004.

“Payment Priority Order”, means the priority order for meeting the payment or withholding obligations of the Fund in which they relate to the application of the Available Funds and of the Available Funds for Amortisation.

“Reference Interest Rate”, means the Euribor rate for three (3) months of maturity, except for the first Interest Accrual Period, in which it will be the Euribor rate for four (4) months, fixed at 11:00 a.m. (CET) on the Interest Rate Fixing Date, or, if applicable, the substitute Reference Interest Rate.

“Rating Agencies”, means Moody’s Investors Service España, S.A. and Fitch Rating España, S.A.U.

“Series A1 Bonds”, means Series A1 Bonds issued against the assets of the Fund for a total face value of one-hundred-eighty-five-million (185,000,000) euro integrated by one-thousand-eighty-hundred-fifty (1.850) Bonds with a face value of one-hundred-thousand (100,000) euro each.

“Series A2 Bonds”, means the Series A2 Bonds issued against the assets of the Fund for a total face value of eighty nine-million-nine-hundred-thousand (89.900.000) euro formed by eight-hundred-ninety-nine (899) Bonds with a face value of one-hundred-thousand (100,000) euro each.

“Series A3G Bonds”, means the Series A3G Bonds issued against the assets of the Fund for a total face value of two-hundred-twenty-three-million-five-hundred-thousand (223.500.000) euro formed by two-thousand-two-hundred-thirty-five (2.235) Bonds with a face value of one-hundred-thousand (100,000) euro each.

“Series A3S Bonds”, means the Series A3S Bonds issued against the assets of the Fund for a total face value of fifty-six-million (56.000.000) euro formed by five-hundred-sixty (560) Bonds with a face value of one-hundred-thousand (100,000) euro each.

“Series B Bonds”, means the Series B Bonds issued against the assets of the Fund for a total face value of thirty-seven million-eight-hundred-thousand (37.800.000) euro formed by three-hundred-seventy-eight (378) Bonds with a face value of one-hundred-thousand (100,000) euro each.

“Series C Bonds”, means the Series C Bonds issued against the assets of the Fund for a total face value of seven-million-eight-hundred-thousand (7,800,000) euro formed by seventy-eight (78) Bonds with a face value of one-hundred-thousand (100,000) euro each.

“SMEs”, means the small and medium enterprises in accordance with the recommendation by the European Commission (Recommendation of April 3 de, 1996).

“State Warrantee”, means the Warrantee granted to the Fund by the Spanish Ministry for Economy by means of a Ministerial Order, for amount of (i) 223,500,000 euro, extensive to the face value of the Series A3G Bonds, plus (ii) the financial charges corresponding to the said amount of the mentioned Series. The Warrantee secures the payment of the economic obligations of the Fund derived from the Series A3G Bonds, with a waiver to the benefit of discussion established by article 1.830 of the Civil Code.

“Subordinated Loan Contract”, means the Subordinated loan contract signed between the Management Company, in the name and for the account of the Fund, and “la Caixa”.

“Subscription Period”, means that comprised between 12:00 hours (CET) and 14:00 of December 2, 2003.

“Treasury Account”, means the account open in the name of the Fund initially at “la Caixa” that will guaranty a variable return on the amounts deposited by the Fund through its Management Company by virtue of the Guaranteed Interest Rate Deposit Contract (Treasury Account). All amounts received by the amount will be deposited in this account, as detailed in section V.3.1.

“Underwriting and Brokerage Entities”, means the entity JP Morgan Securities Limited. for the underwriting and the brokerage of the Bonds Issue

“Warranted Series” or **“Secured Series”**, means the Series A3G Bonds.

APPENDIX 2
CERTIFICATE OF THE MINUTES OF THE BOARD OF DIRECTORS OF GESTICAIXA, SOCIEDAD
GESTORA DE FONDOS DE TITULIZACIÓN, S.A

APPENDIX 3
CERTIFICATE OF THE MINUTES OF THE BOARD OF DIRECTORS OF
CAIXA D'ESTALVIS I PENSIONS DE BARCELONA, "la Caixa".

APPENDIX 4
AUDIT REPORT ABOUT CERTAIN CHARACTERISTICS OF THE PROVISIONAL PORTFOLIO OF
LOANS TO FORM THE ASSETS OF THE FUND

APPENDIX 5
NOTIFICATION LETTERS ABOUT THE RATING ASSIGNED TO THE BONDS ISSUE BY MOODY'S
INVESTORS SERVICE ESPAÑA, S.A. AND FITCH RATING ESPAÑA, S.A.U.

APPENDIX 6
DECLARATION BY CAIXA D'ESTALVIS I PENSIONS DE BARCELONA,"la Caixa"
AS ASSIGNOR OF THE LOANS

APPENDIX 7
LETTER FROM THE DIRECTION ENTITIES OF THE BONDS ISSUE