

**GC FTPYME PASTOR 6,  
ASSET SECURITISATION FUND**

**SECURITISATION BOND ISSUE  
500,000,000 EUROS**

Series AS	179,200,000 euros	Aaa
Series AG	202,000,000 euros	Aaa
Series B	61,300,000 euros	A2
Series C	57,500,000 euros	Baa3

*\* Series AG Bonds guaranteed by the Kingdom of Spain*

**BACKED BY LOANS EXTENDED AND ADMINISTERED BY**



**LEAD AND SUBSCRIBING ENTITY**



**PAYING AGENT**



**FUND FORMED AND ADMINISTERED BY**



Prospectus registered in the Registers of the Comisión Nacional del Mercado de  
Valores  
25.11.08

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This document constitutes the informative prospectus (hereinafter referred to indistinctly as the "*Informative Prospectus*" or the "*Prospectus*") of the asset securitisation fund GC FTPYME PASTOR 6, FTA (hereinafter known as the "*Fund*") approved and registered with the Comisión Nacional del Mercado de Valores, pursuant to the provisions in Commission Regulation (EC) 809/2004 of 29 April 2004 (hereinafter, "*Regulation 809/2004*"), which includes:

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

## RISK FACTORS

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

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

The Fund constitutes a separate pool of property lacking legal personality, which, pursuant to Royal Decree 926/1998, is managed by a fund manager of securitised funds. The Fund will only respond to its obligations to its creditors with its pool of property.

The Fund Manager will perform those functions for the Fund assigned to it in Royal Decree 926/1998, as well as defend the interests of the Bondholders as the manager of the businesses of third parties, without the existence of a bondholder syndicate. Thus, the capacity to defend the interest of the Bondholders depends on the means of the Fund Manager.

#### **b) Mandatory substitution of the Fund Manager**

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

#### **c) Limitation of actions against the Fund Manager**

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

**d) Applicability of Bankruptcy Act**

The bankruptcy of any of the intervening parties (the Assignor, the Fund Manager or any other counterparty entity of the Fund) may affect its contractual relations with the Fund, pursuant to the terms of the Spanish Bankruptcy Act (Law 22/2003 dated July 9, 2003) (the “**Bankruptcy Act**”).

In this respect, in the event of the bankruptcy of the Fund Manager, it shall be substituted by another fund manager, pursuant to the provisions of section (b) above. In the event that the Fund Manager is declared bankrupt, the assets belonging to the Fund in possession of the Fund Manager over which the latter has no right of use, guarantee or withholding—except cash due to its fungible nature—existing in the mass shall be considered property of the Fund and shall be handed over by the Fund bankruptcy administration. The structure of the asset securitisation operation in question does not allow, except for a breach by the parties, that there be amounts in cash that could be integrated into the total assets of the Fund Manager, given that the amounts corresponding to income of the Fund must be deposited, under the terms provided for in the Deed of Formation and the Prospectus, into the accounts opened on behalf of the Fund by the Fund Manager (which takes part in opening said accounts, not as the Fund’s simple appointed agent, but as the legal representative of the Fund, wherefore the Fund shall be entitled to the right of separation in this regard, under the terms provided for in Articles 80 and 81 of the Bankruptcy Act).

Pursuant to the terms of the Second Additional Provision of the Bankruptcy Act, the bankruptcy specialties of the Fifth Additional Provision of Law 3/1994, dated April 14th, in which Spanish legislation is adapted in respect of credit entities to Directive Two on Banking Coordination and other modifications are introduced related to the financial system (“**Law 3/1994**”) remain in force, by which, in the event of bankruptcy of the Assignor, the assigning of the Loans (including the issue and subscription of the Mortgage Transfer Certificates) may only be reimbursed in the event of exercising the reimbursement action in which the existence of fraud in that assignment can be proved, in accordance with the terms of the Fifth Additional Provision, point 4 of Law 3/1994.

If it is found that (i) the assignment of the Non-Mortgage Loans to the Fund, formalised by virtue of the deed of formation of GC FTPYME PASTOR 6, FTA, meets the conditions of the Third Additional Provision of Law 1/1999 and that (ii) the Third Additional Provision of Law 1/1999 has precedence over the Fifth Additional Provision of Law 3/1994, which sets forth the bankruptcy speciality for assigning assets to securitisation funds, as indicated in the prior paragraph, the assignment of the Non-Mortgage Loans to the Fund may be rescindable in accordance with the general system set out in article 71 of the Bankruptcy Act instead of pursuant to the specialties mentioned in the prior

paragraph. Point 5 of article 71 of the Bankrupt Act sets out that under no circumstances may the ordinary business actions of the Assignor be rescinded if they were carried out in normal conditions and that rescission of assignment of the Non-Mortgage Loans may only take place if and when the party responsible for the rescission can prove that (a) said Loans were not assigned under normal conditions and that (b) it resulted in damage to the Assignor's assets. In such circumstances, except in the case of bad faith or ill will, the Assignor shall be obliged to restore the assignment price of the credits to the assignee (the Fund) plus the respective amount of interest as credits against the mass. To date no jurisprudence exists in this respect.

Likewise, in the event that the Assignor is declared bankruptcy in accordance with the Bankruptcy Act, the Fund, through the Fund Manager, shall have the absolute right of separation over the Loans in accordance with the terms set forth in articles 80 and 81 of the Bankruptcy Act. Moreover, the Fund, through the Fund Manager, shall have the right to obtain the amounts from the Assignor that derive from the Loans as of the date it is declared bankrupt, given that these amounts shall be considered as belonging to the Fund and must, therefore, be transferred to the Fund Manager on the Fund's behalf. Notwithstanding the foregoing, we cannot discard the fact that this separation right may not be exercised with regard to the funds managed by the Assignor, on behalf of and under the instructions of the Fund, in its duty of management of collecting the Credit Rights and the money deposited into the Fund accounts opened with the Assignor, in both cases on the date of bankruptcy declaration, given their consumable nature and the subsequent asset confusion. Nevertheless, mechanisms exist that attenuate this risk, which are described in sections 3.4.4.1 (Treasury Account), 3.4.5 (Collection by the Fund of payments on the Assets) and 3.7.2.1 (2) (Collections Management) of the Supplemental Addendum.

**e) Contractual non-compliance by third parties**

The Fund, represented by the Fund Managers, has signed contracts with third parties for services and financial operations related to the Assets and the Bonds.

These include the contract for the Loan for Initial Expenses, the Loan Contracts for the Reserve Fund, the Interest Rate Swap Agreement, the Treasury Account Contract, the Management and Subscription Contract for the Bond Issue, the Administration Contract and the Paying Agent Contract.

The Bondholders may be adversely affected in the event that any of the Fund's counterparties by virtue of the aforementioned contracts fails to meet the contractual obligations acquired therein.



## **II. RISKS DERIVED FROM THE SECURITIES**

### **a) Price**

The Bonds shall be issued for subscription by the Subscribing Entity, which peremptorily undertakes to subscribe the Bond Issue by virtue of the Management and Subscription Contract. Once the Bonds have been subscribed, the Subscribing Entity intends to use them as collateral for Eurosystem credit operations, whereby this does not limit the Subscribing Entity from any other use thereof or the potential transfer of the Bonds to any other investor. Given that the Bond Issue will be subscribed in its entirety by the Subscribing Entity and, as a result, its price will not be subject to contract by market transaction, it cannot be guaranteed that the financial conditions of the Series AS, AG, B and C Bonds will meet the prevailing secondary market conditions on the Fund Formation Date. This statement regarding the value of the Bonds is given for the purpose of informing third parties and, in particular, potential future investors or Bond subscribers as a guarantee, as is the case of the European Central Bank in Eurosystem credit operations.

### **b) Liquidity**

Since the Assignor will initially subscribe the entirety of the Bond Issue and in the event of a potential transfer thereof in the future, there is no guarantee of the Bonds being traded 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.

Moreover, in no event will the Fund be permitted to repurchase the bonds from their holders, although they can be amortised in advance in their totality in the case of the Early Liquidation of the Fund, under the terms set forth in section 4.4.3 of the Registration Document.

### **c) Return**

The calculation of the return (Internal Rate of Return or IRR) of the Bonds of each Series, which is included in section 4.10 of the Prospectus Schedule, is subject to the future interest rates of the market, given the variable nature of the Nominal Interest Rate of each Series.

### **d) Duration**

The calculation of the average life and the duration of the Bonds of each Series which is included in section 4.10 of the Prospectus Schedule, is subject, *inter alia*, to the hypothesis of early amortisation rates and Loan arrears that may not prove true. Satisfaction of the early amortisation fee of the Loans is influenced by a variety of economic and social factors. These include market interest rates, the financial situation of the Obligors, and the general level of economic activity, all of which make predictions difficult.

**e) Default interest**

In no event shall the existence of arrears in the payment of interest or the redemption of the principal to the Bondholders give rise to the accrual of default interest in their favour.

**f) Fulfilment of formal obligations by non-resident investors**

Pursuant to the Spanish legislation currently in force, the returns of the Bonds earned by an investor who is not a resident of Spain shall be either (i) exempt from tax withholdings on account derived from the Non-residents Income Tax (in the event that the investors in question operate via a permanent establishment), or (ii) exempt in the same terms established for returns derived from public debt (in the event that the investors in question operate in Spain without a permanent establishment and provided that the returns are not obtained through countries or territories classified as tax havens under the rules and regulations).

Notwithstanding the above, to ensure the effectiveness of the exclusion of the above withholdings, it is necessary to fulfil certain formal obligations currently foreseen in Royal Decree 1065/2007 (July 27, 2007) without prejudice to the fact that specific regulations may be laid down in the future for asset securitisation funds.

If, in accordance with the preceding rules, the right of exemption is not demonstrated adequately (*viz.*, it is not demonstrated that the resident does not operate via a tax haven or submit the relevant certificates from the Bond clearance and deposit entity to the Fund, via the Paying Agent), the returns derived from the Bonds shall be subject to a retention currently established at 18%.

The tax consequences described above are based on the legislation in force at the moment of issue and are in no way exhaustive. As such they should not be regarded

as a substitute for the tax consultancy required for the particular situation of each investor.

**g) Non-confirmation of the ratings**

The lack of confirmation of the provisional ratings granted to the Bonds by the Rating Agency before the Subscription Date shall constitute an event of termination of the formation of the Fund, of the transfer of the Non-Mortgage Loans, of the Mortgage Transfer Certificates and of the Bond Issue.

**III. RISKS DERIVED FROM THE ASSETS THAT ENDORSE THE ISSUE**

**a) Risk of non-payment of the Loans**

The holders of the Bonds issued against the Fund run the risk of non-payment of the Loans pooled into the Fund. Nevertheless, improved credit measures have been arranged which are included in section 3.4.2.1 of the Supplemental Addendum.

Banco Pastor, S.A., as the Assignor, does not accept any liability for default by the Obligors, whether of the principal, interest or any other amount that they may owe by virtue of the Loans. Banco Pastor, in accordance with Article 348 of the Commercial Code, will be liable to the Fund exclusively for the existence and legitimacy of the Loans, as well as for the status whereby it makes the assignment.

Banco Pastor, S.A. will in no other way assume the liability for directly or indirectly guarantying the success of the operation, or provide guaranties or endorsements, or enter into repurchase agreements of the Loans, except for the commitments included in section 2.2.9 and 3.7.2 of the Supplemental Addendum pertaining to the substitution of the Loans that may not comply with the declarations contained in section 2.2.8. of the Supplemental Addendum.

The Bonds issued by the Fund do not represent or constitute any obligation for Banco Pastor, S.A. or for the Fund Manager. Except for the State Warranty, the terms of which are described in part 3.4.7.2. of the Supplemental Addendum, there are no other guarantees given by any public or private entity, including Banco Pastor, S.A., the Fund Manager and any other company affiliated with or partially owned by any of the aforementioned.

**b) Limited protection**

Investment in the Bonds may be affected, among other things, by a deterioration in the global economic conditions that has a negative effect on the Loans that support the issue of the Bonds.

In the event that defaults of the Loans reach high levels, the limited protection against losses in the portfolio of Loans could be reduced or even depleted entirely, protection that the Bonds of each Series have separately as a result of the existence of the improved credit operations described in section 3.4.2 of the Supplemental Addendum.

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

#### **c) Risk of early amortisation of the Loans**

The Loans pooled into the Fund shall be amortised early when the Obligors repay the outstanding balance of the capital of the Loans in advance, or in the event that Banco Pastor, S.A. is subrogated in the corresponding Loans by another financial entity empowered to do so, or by virtue of any other cause that may produce the same effect.

The risk of early amortisation shall be transferred quarterly, on each Payment Date, to the Bondholders by means of the partial amortisation of the same in accordance with the provisions in the distribution rules of the Available Funds for Amortisation included in section 4.9.4. of the Prospectus Schedule.

#### **d) Concentration by sector**

On 11.11.08, a total of 140,324,723.87 euros (i.e., 25.11% of the Outstanding Balance of the Credit Rights) stems from the Lease Contract granted to Obligors under the CNAE (Economic Activity Classification) of Real Estate Activities as detailed in section 2.2.2 of the Supplemental Addendum. Likewise, included in the CNAE 70 described above is a total of 107,867,414.13 euros (i.e., 19.37% of the Outstanding Loan Balance) arising from loan agreements extended to Obligors with CNAE 701 Own Real Estate Activities (including Real Estate Developers) as set forth in section 2.2.2 of the Supplemental Addendum.

On the Formation Date, neither the Outstanding Balance of the Loans derived from Obligors with CNAE 70 nor the Outstanding Balance derived from Loans with any other CNAE may exceed 25% of the Initial Outstanding Balance.

Moreover, a total of 56,793,764 euros (i.e., 10.16% of the Outstanding Balance of the Loans) stems from loan contracts granted to Obligors with CNAE 45 (Construction) as detailed in section 2.2.2 of the Supplemental Addendum. As a result, as of 11.11.08, the Outstanding Balance stemming from loan contracts granted to Obligors with CNAE 70 (Real Estate Activities) and CNAE 45 (Construction), taken together, amount to 197,118,487.87 euros (i.e., 35.27% of the Outstanding Balance of the Loans).

**e) Concentration by Obligor**

In accordance with the information provided in section 2.2.2 of the Supplemental Addendum, the largest Obligor has a total Outstanding Balance as at 11.11.08 of 4,575,500 euros, which represents 0.82% of the portfolio on that date. The 10 largest Obligors have an Outstanding Loan Balance as of 11.11.08 of 38,213,704.10 euros, representing 6.83% of the total. Also, the 20 largest Obligors have an Outstanding Loan Balance as of 11.11.2008 of 67,906,064.30 euros, representing 12.15%.

**f) Concentration by Formalisation Dates**

As of 11.11.2008, a total of 89,521.448.60 euros (i.e., 16.02% of the Outstanding Balance of the Loans) correspond to loan contracts granted in 2006. A total of 279,181,168 euros (i.e., 49.95% of the Outstanding Balance of the Loans) correspond to loan contracts granted in 2007. Further, a total of 189,283,623 euros (i.e., 33.87% of the Outstanding Balance of the Loans) correspond to loan contracts granted in 2008. When examining the portfolio as of 11.11.08, these loan formalisation dates must be taken into consideration. These data can be checked in section 2.2.2 of the Supplemental Addendum.

**g) Amortisation system of the Loans.**

As of 11.11.08, a total of 99,814,237.40 euros (i.e., 17.86% of the Outstanding Balance of the Loans) correspond to loan contracts with a bullet repayment system. When examining the portfolio as of 11.11.08, this amortisation system must be taken into consideration. These data can be checked in section 2.2.2 of the Supplemental Addendum.

**h) Hypotheses regarding the Credit Rights.**

The hypotheses used in this Prospectus with regard to early amortisation rates, arrears, defaults, etc. are merely theoretical and provided for illustrative purposes, meaning that these hypotheses may differ from the actual values resulting in the future.

**SECURITISATION BOND REGISTRATION DOCUMENT**  
**(Appendix VII of European Commission Regulation number 809/2004)**

**1. PERSONS RESPONSIBLE**

**1.1 PERSONS RESPONSIBLE FOR THE INFORMATION INCLUDED IN THE REGISTRATION DOCUMENT**

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

Mr Xavier Jaumandreu Patxot acts in his capacity as Director General of the Fund Manager by virtue of the faculties conferred by the Board of Directors at its meeting on 29.06.01 and expressly for the formation of the Fund by virtue of the powers awarded to him by the Board at its meeting on 19.09.08.

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

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

**2. ACCOUNT AUDITORS**

**2.1 FUND AUDITORS**

In accordance with the provisions in section 4.4 of this Registration Document, the Fund has no historical financial information.

During the length of the operation, the annual accounts of the Fund will be the object of annual verification and revisions by account auditors. The annual accounts of the Fund and the audit report shall be deposited in the Companies Register and in the CNMV.

The Board of Directors of the Fund Manager, at its meeting on 19.09.08, appointed Deloitte, S.L. as the Fund auditor for a period of 3 years, i.e., 2007, 2008 and 2010.

Deloitte, S.L. has registered offices at Plaza Pablo Ruiz Picasso, 1, 28020 Madrid, Spain; is bearer of Spanish Tax Identification Number (CIF) B-79104469; is registered with the Companies Register of Madrid, Volume 13,650, Sheet 188, Section 8, Page M-54414, as well as in the R.O.A.C. [*Official Register of Account Auditors*] under number S0692. The Board of Directors of the Fund Manager shall inform the CNMV, the rating agencies and the Bondholders of any change that may occur with regard to the designation of the auditors.

## **2.2 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 formation expenses of the Fund and the expenses from issuing the bonds (the “**Bonds**”) shall be financed through the Loan for Initial Expenses, which shall be amortised quarterly by the amount that said formation expenses would be amortised in accordance with the official Fund accounting, and in any event over a maximum term of five (5) years from the formation of the Fund, in accordance with Royal Decree 1514/2007, dated 16 November, which approves the new General Accountancy Plan and its coming into force for the regulation of securitisation funds. This is provided that the Fund has sufficient liquidity in accordance with the Cash Flow Waterfall established in section 3.4.6 of the Supplemental Addendum.

The fiscal year of the Fund will coincide with the calendar year. However, and as an exception, the first fiscal year will start on the Fund Formation Date, and the last fiscal year will end on the date the Fund is ultimately terminated.

## **3. RISK FACTORS**

The risk factors linked to the issuer are described in part 1 of the previous section (“**Risk Factors**”) of this Prospectus.

#### **4. INFORMATION ABOUT THE ISSUER**

##### **4.1. DECLARATION THAT THE ISSUER HAS BEEN FORMED AS A SECURITISATION FUND**

The Issuer is an asset securitisation fund that shall be constituted in accordance with Spanish legislation, for the purpose of issuing the securities referred to in the Prospectus Schedule and the acquisition of the Loans.

##### **4.2. LEGAL AND PROFESSIONAL NAME OF THE ISSUER**

The name of the Fund is "GC FTPYME PASTOR 6, Asset Securitisation Fund". The Fund may also go by the abbreviated name of GC FTPYME PASTOR 6, F.T.A., or GC FTPYME PASTOR 6, FTA.

##### **4.3. PLACE OF REGISTRATION OF THE ISSUER AND REGISTRATION NUMBER**

The place of registration of the Fund is in Spain at the CNMV. The Fund was recorded in the Official Registers of the CNMV on 25.11.08.

#### **Companies Register**

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

##### **4.4. Formation date and period of activity of the issuer**

###### **4.4.1 Fund Formation Date**

On 28.11.08, the Fund Manager, together with Banco Pastor, S.A. (referred indistinctly as "*Banco Pastor*" or the "*Assignor*") as assignor of (i) loans backed by real estate mortgage collateral ( the "**Mortgage Loans**") and (ii) loans not backed by real estate mortgages ("**Non-Mortgage Loans**") (referred to jointly as the "**Loans**") shall execute the deed of formation of GC FTPYME PASTOR 6, FONDO DE TITULIZACIÓN DE ACTIVOS, assigned by Banco Pastor to the Fund of Mortgage Loans and Non-Mortgage Loans through the issue of Mortgage Transfer Certificates and the issue by the Fund of the Bonds, under the terms set out in article 6 of Royal Decree 926/1998 (hereinafter, the "*Deed of Formation*").



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

The Deed of Formation may not be altered, barring exceptional circumstances, as long as it may be allowed in accordance with legislation in force and in accordance with the conditions that may be set forth by rules and regulations. Any such actions shall require advance notification by the Fund Manager to the CNMV or another competent administrative body with advance authorisation, where necessary, and notification to the Rating Agency, provided that such actions do not jeopardise the rights of the Bondholders or credit rating of the Bonds issued by the Rating Agency. A modification of the Deed of Formation shall be communicated by the Fund Manager to the CNMV and to the Rating Agency. The Deed of Formation may also be the possible object of rectification at the request of the CNMV.

#### **4.4.2 Activity period of the Fund**

The activity of the Fund shall start on the day that the Deed of Formation is executed, i.e., 28.11.08, and shall end on the Legal Final Maturity of the Fund.

The duration of the Fund shall be until 30.10.51, the Legal Final Maturity, or if this date is not a Business Day, the following Business Day, unless the Clean-up Call provided for in section 4.4.3 of this Registration Document is applicable, or any of the events considered in section 4.4.4 of this Registration Document take place.

#### **4.4.3 Early liquidation of the Fund**

The Fund Manager, subject to prior communication to the CNMV, shall be authorised to proceed to issue a Clean-Up Call for the Fund and, in conjunction therewith, the Early Amortisation of the entire Bond Issue and extinction of the Fund on a Payment Date under any of the following circumstances (hereinafter, the **“Circumstances leading to a Clean-Up Call”**):

##### **Circumstances leading to a Clean-Up Call**

- (i) If, after at least one (1) year has passed since the Fund's Formation Date, the amount of the Outstanding Balance of the Non-Defaulted Loans is less than 10% of the Initial Outstanding Balance of the Loans, pursuant to the authorisation set forth in article 5.3 of Law 19/1992, and provided that the sale

of the Loans pending amortisation, together with the balance that may exist at that time in the Treasury Account, allow for the full cancellation of the pending obligations with the Bondholders and the full cancellation of the Loans for the Reserve Fund, while respecting the prior payments to the Bondholders whose Settlement Cash Flow Waterfall may be preferential, and the necessary authorisations to do so have been obtained from the competent authorities.

- (ii) When a substantial alteration occurs or the financial balance of the Fund is permanently distorted due to of any event or circumstance of any kind whether or not outside the development of the Fund. 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. In this event and after informing the CNMV, the Fund Manager may proceed with the orderly clean-up of the Fund pursuant to the rules set forth in the Deed of Formation and in this Registration Document.
- (iii) Of an obligatory nature in the event that the Fund Manager is declared bankrupt, and once the statutory period established for that purpose has elapsed or, in default thereof after four (4) months, without having designated a new fund manager, in accordance with the provisions in section 3.7.1.3 of the Supplemental Addendum.
- (iv) If there is non-payment indicative of a serious and permanent lack of equilibrium regarding any of the Bonds issued, or it may be foreseeable that it is going to occur.
- (v) When thirty (36) months have transpired from the last maturity of the Loans, even though there may still be amounts due and pending collection. Nevertheless, the Legal Final Maturity of the Fund shall be when forty-two (42) months have elapsed since the date of the last due date of the Loans, i.e., 30.04.48.

For the purposes of point (i) above, the Outstanding Balance of the Bonds and the Loans for the Reserve Fund on the Date of the Fund's Clean-Up Call shall be understood as pending obligations with the Bondholders and the cancellation of the entirety of the Loans for the Reserve Fund plus the accrued interest outstanding as of that date, less any tax retention, which shall for all legal purposes be considered due and payable on that date.

For a Clean-Up call to proceed, the following conditions must be met:

- a) The necessary authorisations to do so have been obtained, if applicable, from the competent administrative authorities or organisations.
- b) The Bondholders are notified, in the manner provided for hereunder and with advance notice of fifteen (15) Business Days of the resolution by the Fund Manager to proceed to clean up the Fund. Said notification, which must have been previously reported to the CNMV by publication of the prescribed relevant event pursuant to the provisions in Article 82 of the Securities Market Act and reported to the Ratings Agency, shall likewise be published in the Official Daily Gazette of the AIAF Market or through any other means of publication that is generally accepted by the market and that guarantees adequate diffusion of the information in time and content. This communication shall contain the description (i) of the circumstance or circumstances for proceeding with the Clean-Up Call on the Fund, (ii) of the procedures for carrying it out, and (iii) of the manner to proceed in order to attend to and cancel the payment obligations derived from the Bonds in accordance with the Cash Flow Waterfall included in clause 3.4.6 of the Supplemental Addendum.

In order for the Fund, through the Fund Manager, to carry out the Clean-Up Call on the Fund and the early maturity of the Bond Issue, the Fund Manager, on behalf of and representing the Fund, will proceed to:

- (i) Sell the loans for a price no lower than the sum of the amount of the principal plus the unpaid accrued interest of the loans pending amortisation.
- (ii) Cancel those contracts that are not necessary for the liquidation process of the Fund.
- (iii) The Fund Manager shall be authorised to grant a credit line for the sole and immediate purpose of the early amortisation of the Bond Issue and the repayment of the amounts owed to the State for drawing against the State Warranty for Series AG. Payment of the financial costs accrued and reimbursement of the principal on the credit line will be carried out according to the Settlement Cash Flow Waterfall.

In the event that the preceding actions are insufficient or Loans or other assets remain in the Fund, the Fund Manager shall proceed to sell them, wherefore it shall request an offer from at least five (5) of the entities that are the most active in purchasing and selling these assets and who, in its opinion, may give market value. The Fund Manager shall be bound to accept the best offer received for the assets up for sale that, in its opinion, covers the market value of the asset in

question. For the determination of the market value, the Fund Manager will be able to obtain the appraisal reports that it deems necessary.

The Assignor shall be entitled to a right to first refusal, wherefore it may preferentially acquire from third parties the Loans or other assets coming from them that remain in the assets of the Fund. To this end, the Fund Manager shall send the Assignor a list of the assets and of the offers received from third parties. The Assignor may make use of the aforementioned right with respect to all the assets offered by the Fund Manager within thirty (30) calendar days following the receipt of the aforementioned notification and as long as its offer is at least equal to the best one made by third parties.

The preceding right to first refusal does not, in any event, involve a pact or declaration of repurchase of the Loans granted by the Assignor. In order to exercise the said right to first refusal, the Assignor shall have a term of thirty (30) Business Days as from the date when the Fund Manager notifies him of the conditions for disposing of the Loans.

The Fund Manager, having made the reserve for the initial extinction expenses, shall immediately apply all the amounts obtained from the disposal of the Loans of the Fund to payment of the various items in the manner, amount and Settlement Cash Flow Waterfall described in section 3.4.6 of the Supplemental Addendum.

#### **4.4.4 Extinction of the Fund.**

The Fund shall be extinguished in any event as a consequence of the following circumstances:

- (i) Through the total redemption of the Loans that form part thereof.
- (ii) When all of the Bonds issued are fully amortised.
- (iii) Due to the end of the Early Settlement procedure.
- (iv) In any case, on the Final Legal Maturity of the Fund, i.e., 30.10.51.
- (v) The Fund shall likewise be cancelled if the Ratings Agency does not confirm the ratings tentatively assigned before the Subscription Date, or in the event of force majeure prior to the Subscription Date in accordance with the provisions set forth in article 1,105 of the Civil Code.

In this event, the Fund Manager shall terminate the formation of the Fund, the subscription of the Loans, the issue of the Bonds and the remaining Fund Contracts.

The extinction of the Fund shall be notified to the CNMV. Within one (1) month of the occurrence of the cause of termination, the Fund Manager shall execute a notarised certificate declaring that the obligations of the Fund are settled and terminated and that the Fund is extinguished.

In any case, the Fund Manager, acting on behalf and in representation of the Fund, shall not proceed with the extinction of the Fund and the cancellation of its inscription in the corresponding administrative registries until the settlement of the remaining assets of the Fund and the distribution of the Available Funds according the Settlement Cash Flow Waterfall has taken place, with an exception being made for the appropriate reserve to cover the final extinction and payment of the tax, administrative, or advertisement expenses.

In the event that the termination of the Fund has occurred for the reasons set forth in foregoing sections (i) to (v), once a period of six (6) months has elapsed since settlement of the remaining assets of the Fund and distribution of the Available Funds for Settlement, the Fund Manager shall issue a notary certificate declaring (i) that the fund is extinguished as well as the reasons for this, (ii) the procedure by which the Bondholders and the CNMV have been notified, and (iii) distribution of the available amounts of the Fund, pursuant to the Cash Flow Waterfall, and shall comply with the other administrative formalities that are required. Said notary document will be submitted by the Fund Manager to the CNMV.

In addition to the foregoing, in the event of termination of the Fund for the reasons set forth in section (v) above and, therefore, all of the Fund Contracts have been terminated, the Assignor must pay all of the initial expenses that have been occasioned through the formation of the Fund.

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

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

The address of the Fund shall be the same as that of the Fund Manager, incorporated in Spain and with registered offices at Avinguda Diagonal 621-629, 08028 Barcelona. The contact telephone number is 93 404.77.94. The e-mail address is info-titulización@gesticaixa.es

“GC FTPYME PASTOR 6, Fondo de Titulización de Activos” is formed by virtue of the provisions in Order PRE/3/2007, dated 10<sup>th</sup> January 2007, regarding Agreements Promoting Asset Securitisation Funds (the “**Order dated 10<sup>th</sup> January 2007**”). The Fund GC FTPYME PASTOR 6 shall be regulated pursuant to (i) this Prospectus, drafted in accordance with Royal Decree 1310/2005 and EC Regulation no. 809/2004, (ii) the Fund’s Deed of Formation, (iii) Royal Decree 926/1998 and the provisions implementing the same, (iv) Law 19/1992, dated 7<sup>th</sup> July, regarding the System governing Real Estate Companies and Investment Funds and Mortgage Securitisation Funds, insofar as not provided for in Royal Decree 926/1998 and for all issues to which it may apply, (v) the Order dated 10<sup>th</sup> January 2007, (vi) Law 24/1988, dated 28<sup>th</sup> July, on the Securities Market, in its current version, with respect to its supervision, inspection and approval (hereinafter, the “**Securities Market Act**”), and (vii) all other legal and regulatory provisions in force that could apply at any given time.

#### 4.5.1 Tax regime of the Fund

Pursuant to the provisions of Law 19/1992, Royal Decree 926/1998, Royal Legislative Decree 4/2004, Law 37/1992, Royal Decree 1777/2004, Royal Legislative Decree 1/1993 and the fifth additional provision of Law 3/1994, the characteristics of the Fund tax regime for each of the most relevant taxes, are basically the following:

- a) The formation of the Fund is subject to and exempt from the “company transactions” concept of the Asset Transfer and Documented Legal Acts Tax (article 5, point 10 of Law 19/1992).
- b) The fund is subject to Corporate Income Tax at the rate in force at any given time, which is currently 30%, in accordance with the eighth additional provision of Royal Legislative Decree 4/2004, added through Law 35/2006, dated 28<sup>th</sup> November, governing Personal Income Tax and partial modification on the Corporate Income Tax for the Income of Non-residents and Assets.
- c) Return on assets constituting the Fund’s income will not be subject to withholding or crediting on account (article 59 k of Royal Decree 1777/2004).

- d) The management and deposit services provided by the Fund Lead Manager are exempt from Value-Added Tax (article 20.One.18 n. of Law 37/1992).
- e) The issue, subscription, transfer, repayment and reimbursement of the Bonds is exempt from the Asset Transfers and Documented Legal Acts Tax (article 45.I B, 15 of Royal Legislative Decree 1/1993) and Value-Added Tax (article 20. One. 18 of Law 37/1992).
- f) The assigning of the Loans to the Fund is subject to and exempt from Value-Added Tax.
- g) The Fund is subject to the information obligations set forth in the Second Additional Provision of Law 13/1985, dated 25<sup>th</sup> May, on investment coefficients, own equity and information obligations of financial intermediaries, pursuant to the modification introduced by Law 19/2003, dated 4<sup>th</sup> July, on the tax regime of capital flows and foreign economic transactions and on certain money-laundering measures and Law 23/2005, dated 18<sup>th</sup> November, on tax reforms for promoting productivity.

The procedure for complying with such information obligations is implemented by Royal Decree 1065/2007, dated 27<sup>th</sup> July, and the Ministerial Order dated 23<sup>rd</sup> November 2004, among other provisions.

- h) Payments received by the Fund as a consequence of the Interest Swap Contract shall be taxed based on the Corporation Tax provisions and are not subject to withholding on account.

#### **4.6. CAPITAL AUTHORISED AND ISSUED BY THE ISSUER**

Not applicable.

### **5. DESCRIPTION OF THE COMPANY**

#### **5.1 BRIEF DESCRIPTION OF THE MAIN ACTIVITIES OF THE ISSUER**

The fund is set up for the purpose of transforming the Loans, which it shall pool together into uniform, standardised fixed-income securities therefore susceptible to trading on organised securities markets.

The activity of the Fund consists of acquiring a set of Loans owned by Banco Pastor, which have been granted to physical (self-employed) persons and to non-financial bodies corporate with a registered address in Spain, at least 90% of which are small and medium-sized companies that comply with European Commission Recommendation 2003/361/EC.

All income from interest and from redemption of the principal of the acquired Loans that is received by the Fund will be assigned quarterly, on each Payment Date, to the payment of interest and redemption of the principal of the Securitisation Bonds issued pursuant to the specific conditions of each one of the series into which the Bond issue is divided and in the Cash Flow Waterfall established for payments of the Fund.

Likewise, the Fund, represented by the Fund Manager, shall arrange a series of financial operations and services in order to consolidate the financial structure of the Fund, to increase the security or regularity of the payment of the Bonds, to cover time lags between the schedule of flows of the principal and interest of the Loans and the schedule of the Bonds and, in general, to make the financial transformation possible, which is being conducted within the separate pool of assets of the Fund, between the financial characteristics of the Loans and the financial characteristics of each bond Series.

The Fund Manager, on behalf of the Fund, hereby states that the descriptions of all of the contracts (Paying Agency Contract, Loan Contracts for the Reserve Fund, Contract for the Loan for Initial Expenses, Interest Rate Swap Agreement, Contract for Opening the Treasury Account, Loan Administration Contract, Management and Subscription Contract, and the Financial Brokerage Contract) contained in the corresponding sections of this Prospectus, which it shall sign in name and on behalf of the Fund, include the most relevant information of each of the foregoing contracts, and truly reflect the content of the same and do not omit information that could affect the content of the Prospectus.

## **5.2 GENERAL DESCRIPTION OF THE PARTIES OF THE SECURITISATION PROGRAMME**

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

GestiCaixa, S.G.F.T., S.A. acts as fund manager in the formation, administration and legal representation of the Fund. GestiCaixa, S.G.F.T., S.A. has likewise taken part in the financial design of the Fund and of the Bond Issue.



GestiCaixa, S.G.F.T., S.A. is a Spanish public limited company, securitisation fund manager incorporated in Spain, and it is recorded in the special register of the CNMV under number 7.

Tax ID number A-58481227

C.N.A.E. [*Classification of Economic Activity*] 67100

Corporate address: Avinguda Diagonal, 621 08028 Barcelona

GESTICAIXA is registered in the Companies Register of Barcelona, Volume 34,187, Sheet 192, Page B-50,432, Entry 14.

No credit rating has been issued to the Fund Manager.

### **BANCO PASTOR, S.A.**

Banco Pastor, S.A. is a bank incorporated in Spain, which is registered in the Companies Registered of A Coruña in volume 91, book 3, section 3, folio 107, page 33, entry 1, and it is registered in the Special Register of Banks and Bankers of the Bank of Spain, holding number R-2 and coding number 0072.

Tax ID number A-15000128

Registered corporate address and operational headquarters: Cantón Pequeño 1, 15003 A Coruña (Spain)

Ratings of short-term and long-term unsubordinated and unsecured debt of Banco Pastor, S.A. confirmed by Moody's on 15.09.08 and S&P in 03.10.08.

Ratings	Moody's	S&P
Short term	P-1	A-2
Long term	A2	A-

### **DELOITTE S.L.**

Deloitte, S.L. shall act as auditor of the Fund and as auditor of the attributes of the Loan portfolio.

Tax ID Number: B-79104469 and registered with the R.O.A.C. under number S0692

Corporate address: Plaza Pablo Ruiz Picasso, num. 1, 28020 Madrid

## **MOODY'S INVESTORS SERVICE ESPAÑA, S.A.**

Moody's acts intervenes as the Bond credit Rating Agency.

Moody's Investors Services España, S.A. is a public limited company and the Spanish subsidiary of the rating agency Moody's Investors Services Inc., with registered office at Madrid, Calle Bárbara de Braganza, 2 and Spanish Tax Identification Number (CIF): A-80448475

## **J&A GARRIGUES, S.L.**

J&A GARRIGUES, S.L.P. has provided the legal advisory services for the operation and reviewed its tax implications.

J&A GARRIGUES, S.L.P. is a professional limited liability company incorporated in Spain with Tax Identification Number (CIF): B-81709081 and a registered office at Madrid, Calle Hermosilla, 3.

The functions of each of the aforementioned entities are set forth in section 3.1 of the Prospectus Schedule.

There is no known existence of any other type of direct or indirect ownership or control between said legal personalities that participate in the securitisation operation.

## **6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES**

The administration and legal representation of the Fund corresponds to the Fund Manager, under the terms provided for in Royal Decree 926/1998, in Law 19/1992, to the extent that Royal Decree 926/1998 may be silent and for which it may be applicable; and all other applicable legislation, as well as the terms of the Deed of Formation.

### **6.1 FORMATION AND RECORDING IN THE COMPANIES REGISTRY**

GestiCaixa, Sociedad Gestora de Fondos de Titulización, S.A., is a Spanish public limited company (*sociedad anónima*), bearer of Spanish Tax Identification Number (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 to that of "GestiCaixa, Compañía

Gestora de Fondos de Titulización Hipotecaria, S.A.” and having been transformed into mortgage securitisation fund management company on September 6, 1993, by means of deed authorized by the Notary of Barcelona, Mr. Roberto Follía Camps, number 2,129 of his notarial records, and in conformity with the dispositions of article 6 of Law 19/1992, of 7 July, by virtue of the authorisation granted by the Ministerial Order of August 24, 1994. It is registered in the Companies Register of Barcelona, page 110,165, sheet 141, volume 9,173, book 8,385, section 2, entry number 1 and was adapted to the Public Limited Companies Act (*Ley de Sociedades Anonimas*) by public deed before the Notary of Barcelona, Mr. Wladimiro Gutiérrez Álvarez, registered as entry number 3 on page B-50,432, sheet 143, volume 9,173. On June 10, 2002, it was recast as a securitisation fund management company by means of a deed authorized by the Notary of Barcelona, Mr Joaquín Viola Tarragona, number 424 of his notarial records, in accordance with the Sole Transitory Provision of Royal Decree 926/1998, and by virtue of the authorisation of the Ministry of Economy through Ministerial Order dated 9 May 2002, having adopted “GestiCaixa, Compañía Gestora de Fondos de Titulización, S.A.” as the new company name. The said deed has been registered in the Business Register of Barcelona, Volume 34,187, Folio 192, sheet B-50,432, Entry 14.

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

## **6.2 ACCOUNT AUDITING**

The annual accounts of GestiCaixa corresponding to the financial years ending on 31.12.05, 2006 and 2007 have been audited by the firm Deloitte S.L., which is registered in the ROAC (Official Registry of Accounts Auditors) under number S0692.

There are no reservations recorded in the audit reports of the annual accounts corresponding to the 2005, 2006 and 2007 financial years.

## **6.3 MAIN ACTIVITIES**

In accordance with legal requirements, the exclusive purpose of the Fund Manager is the formation, administration and legal representation both of asset securitisation funds and mortgage securitisation funds as set out under Royal Decree 926/1998.

As of 15.11.08, GestiCaixa administers 30 securitisation funds, 9 of which are mortgage securitisation funds and 21 are asset securitisation funds.

<b>Securitisation Fund</b> <b>In thousands of euros</b>	<b>Founded</b>	<b>Issue Bonds Bond Issue</b>	<b>Balance on 15/11/2008</b>	<b>Balance on 31/12/2007</b>	<b>Balance on 31/12/2006</b>
FONSCAIXA HIPOTECARI 1, FTH	14/07/1999	600,000	55,821	72,080	98,936
FONSCAIXA HIPOTECARI 2, FTH	22/02/2001	600,000	135,144	163,448	201,787
FONSCAIXA HIPOTECARI 3, FTH	06/07/2001	1,500,000	556,858	633,255	727,605
FONSCAIXA HIPOTECARI 4, FTH	13/12/2001	600,000	223,770	247,256	286,015
FONSCAIXA HIPOTECARI 5, FTH	15/10/2002	600,000	280,474	315,678	358,746
FONSCAIXA HIPOTECARI 6, FTH	17/12/2002	600,000	293,802	325,374	365,788
FONSCAIXA HIPOTECARI 7, FTH	26/09/2003	1,250,000	707,798	779,388	874,161
GC SABADELL 1, FTH	12/07/2004	1,200,000	637,319	708,860	822,346
FONSCAIXA HIPOTECARI 8, FTH	15/03/2005	1,000,000	676,377	730,280	818,578
GC FTGENCAT II, FTA*	28/03/2003	950,000	178,772	238,707	338,914
GC FTPYME PASTOR 1, FTA	28/10/2003	225,000	37,545	56,224	81,846
FONCAIXA FTPYME 1, FTA*	27/11/2003	600,000	133,300	165,171	415,000
GC FTPYME PASTOR 2, FTA	28/10/2004	800,000	189,878	263,557	388,917
GS COMPASS SPAIN 1, FTA	10/12/2004	150,000	119,579	24,920	39,965
GC FTPYME SABADELL 4, FTA	21/10/2005	750,000	390,399	475,399	750,000
FONCAIXA FTGENCAT 3, FTA	15/11/2005	656,500	356,531	413,796	656,500
GC FTGENCAT SABADELL 1, FTA	02/12/2005	500,000	439,937	500,000	500,000
FONCAIXA HIPOTECARIO 9, FTA	29/03/2006	1,500,000	1,060,705	1,162,473	1,346,163
FONCAIXA FTGENCAT 4, FTA *	14/07/2006	606,000	392,368	606,000	606,000
GC FTGENCAT CAIXA SABADELL 1, FTA	19/10/2006	304,500	304,500	304,500	304,500
GC FTPYME PASTOR 4, FTA	07/11/2006	630,000	325,144	447,357	630,000
GC FTPYME SABADELL 5, FTA	22/11/2006	1,250,000	749,969	1,250,000	1,250,000
FONCAIXA HIPOTECARIO 10, FTA	24/05/2007	1,512,000	1,296,203	1,413,786	N/A
GC PASTOR HIPOTECARIO 5, FTA	26/06/2007	710,500	621,942	672,834	N/A
GC FTPYME SABADELL 6, FTA	27/06/2007	1,000,000	758,074	1,000,000	N/A
FONCAIXA FTGENCAT 5, FTA *	27/11/2007	1,026,500	1,026,500	1,026,500	N/A
GC SABADELL EMPRESAS 2, FTA	19/03/2008	1,000,000	1,000,000	N/A	N/A
GC FTGENCAT CAIXA SABADELL 1. FTA	30/06/2008	253,800	253,800	N/A	N/A
FONCAIXA FTGENCAT 6, FTA	10/07/2008	768,800	768,800	N/A	N/A
FONCAIXA FTPYME 2, FTA	13/11/2008	1,100,000	1,100,000	N/A	N/A
	<b>TOTAL</b>	<b>24,320,000</b>	<b>13,971,311</b>	<b>13,996,844</b>	<b>11,861,768</b>

#### 6.4. SHARE CAPITAL AND OWNERS' EQUITY

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

	31/12/2007	31/12/2006	31/12/2005
Capital	1,502,500.00	1,502,500.00	1,502,500.00
Reserves	300,500.00	300,500.00	300,500.00
Profits	1,749,634.30	1,587,943.10	1,400,992.26
Interim dividend	1,598,363.82	0	1,239,103.29
<b>Shareholders' Equity</b>	<b>1,954,270.48</b>	<b>3,390,943.10</b>	<b>1,964,888.97</b>

#### Classes of shares

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

#### 6.5 EXISTENCE OR NOT OF PARTICIPATIONS IN OTHER COMPANIES

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

#### 6.6 ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

The government and administration of the Fund Manager are entrusted by the by-laws to the shareholders, gathered in their General Meeting, and to the Board of Directors. Their competencies and faculties are those corresponding to such bodies in accordance with the Limited Liability Companies Act and Law 19/1992, dated 7<sup>th</sup> July, in relation to the company's registered purpose.

The Board of Directors is comprised of the following persons, all of whom have their registered professional address at Avinguda Diagonal 621, 08028 Barcelona:

<b>Chairman:</b>	Mr Fernando Cánovas Atienza
<b>Directors:</b>	Mr Ernest Gil Sánchez Mr Santiago Armada Martínez-Campos Mr Xavier Jaumandreu Patxot Mr Josep Ramón Montserrat Miró Ms María del Carmen Gimeno Olmos Mr Jordi Soldevila Gasset
<b>Secretary (non Director):</b>	Mr Félix López Antón
<b>Deputy-secretary (non-member):</b>	D <sup>a</sup> . Roser Vilaró Viles

The Managing Director of the Fund Manager is Mr Xavier Jaumandreu Patxot.

#### **6.7 MAIN ACTIVITIES OF THE PERSONS CITED IN SECTION 6.6 ABOVE PERFORMED OUTSIDE OF THE FUND MANAGER, INsofar AS THEY ARE IMPORTANT WITH RESPECT TO THE FUND**

None of the persons cited in the preceding section performs activities outside the Fund Manager that are relevant with respect to the Fund.

#### **6.8 LENDERS OF THE FUND MANAGER BY MORE THAN 10%**

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

#### **6.9 LITIGATION INVOLVING THE FUND MANAGER**

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

## 7. MAIN SHAREHOLDERS

### 7.1 DECLARATION REGARDING THE DIRECT OR INDIRECT OWNERSHIP OF THE FUND MANAGER OR IF IT IS UNDER CONTROL

On the date of registration of this Registration Document, ownership of the shares of the Fund Manager is as follows:

Name of the shareholding company	%
Criteria CaixaCorp, S.A.	91%
VidaCaixa, S.A. de Seguros y Reaseguros	9%

The aforementioned companies are controlled 79.45% by Caixa d'Estalvis i Pensions de Barcelona, with the latter holding an indirect stake (from which control stems) of 79.45% of the share capital of GestiCaixa, S.G.F.T., S.A.

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

For the purposes of article 4 of the Securities Market Act, GestiCaixa, S.G.F.T., S.A., forms part of de Caixa d'Estalvis i Pensions de Barcelona Group.

To ensure the absence of abuse of control by "la Caixa" with regard to the Fund Manager, the Fund Manager approved an internal conduct regulation in application of the provisions set forth in Chapter II of Royal Decree 629/1993, dated 3<sup>rd</sup> May, concerning operating rules of the securities markets and obligatory records, which was notified to the CNMV.

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

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

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

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

Not applicable.

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

Not applicable.

**8.3 COURT AND ARBITRATION PROCEEDINGS**

Not applicable.

**8.4 CONSIDERABLE ADVERSE CHANGE IN THE FINANCIAL POSITION OF THE ISSUER**

Not applicable.



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

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

No declaration and no report are included.

**9.2 INFORMATION COMING FROM THIRD PARTIES.**

No information is included.

**10. DOCUMENTS FOR CONSULTATION**

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

- a) The Deed of Formation of the Fund;
- b) The notarised minutes of the Bonds disbursement;
- c) The certifications of corporate resolutions of the Fund Manager and of the Assignor;
- d) This Prospectus;
- e) The audit report on certain characteristics and attributes of a sample of the set of loans selected for assignment to the Fund;
- f) The letter of the Ratings Agency notifying the provision and definitive ratings assigned to each one of the Series of the Bond Issue;
- g) The State Warranty;
- h) The contracts that shall be signed by the Fund Manager on behalf of and representing the Fund;
- i) The annual accounts of the Fund Manager and the corresponding audit reports; and
- j) The current articles of association and deed of incorporation of the Fund Manager.

The said documents can be physically consulted at the registered address of GESTICAIXA, SGFT, S.A. in Barcelona at Avinguda Diagonal 621.

Additionally, the Prospectus can be consulted on the webpage of GESTICAIXA, S.G.F.T., S.A., at [www.gesticaixa.com](http://www.gesticaixa.com) and on the webpage of the CNMV at [www.cnmv.es](http://www.cnmv.es).

Furthermore, the indicated documents (with the exception of h) ) can be consulted at the CNMV.

**PROSPECTUS SCHEDULE**  
**(Appendix VIII of European Commission Regulation number 809/2004)**

**1. PERSONS RESPONSIBLE**

**1.1 PERSONS RESPONSIBLE FOR THE INFORMATION INCLUDED IN THE PROSPECTUS SCHEDULE**

- 1.1.1 Mr Xavier Jaumandreu Patxot, acting on behalf of and representing GestiCaixa, SGFT, S.A., (hereinafter, the "*Fund Manager*" or "*GestiCaixa*"), assumes the responsibility for the content of this prospectus schedule (hereinafter, the "*Prospectus Schedule*"), including its Supplemental Addendum.

Mr Xavier Jaumandreu Patxot acts in his capacity as General Manager of the Fund Manager by virtue of the faculties conferred by the Board of Directors at its meeting on 29.06.2001 and expressly for the formation of the Fund by virtue of the powers awarded to him by the Board at its meeting on 19.09.08.

**1.2 DECLARATION OF THE PERSONS RESPONSIBLE FOR THE CONTENT OF THE PROSPECTUS SCHEDULE**

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

**2. RISK FACTORS**

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

### **3 BASIC INFORMATION**

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

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

- (a) GESTICAIXA S.G.F.T., S.A. is the Fund Manager.
- (b) BANCO PASTOR, S.A., and GESTICAIXA SGFT, S.A., have designed and structured the operation.
- (c) BANCO PASTOR, S.A., intervenes as (i) the Assignor of the Loans that will be pooled in the Fund, (ii) the entity granting the Loan for Initial Expenses, (iii) the counterparty of the Interest Rate Swap Agreement, (iv) the Paying Agent and Depository of the Mortgage Transfer Certificates, (v) the Servicer of the Loans assigned to the Fund, (vi) the holder of the Treasury Account, (vii) the counterpart of the Financial Brokerage contract, (viii) the Lead Manager and (ix) the Subscribing Entity.
- (d) DELOITTE, S.L. is the Auditor of the Assets of the Fund and the Fund Auditor.
- (e) J & A GARRIGUES, S.L.P. is the legal advisor of the Bond Issue.
- (f) MOODY'S INVESTORS SERVICE ESPAÑA, S.A. acts as the Rating Agency.

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

### **Purpose of the operation.**

The amount of the Bond Issue is fully intended for the acquisition by the Fund of the Loans, which are described hereunder.

The credit rights are assets of Banco Pastor, S.A. and are derived from mortgage and non-mortgage loans granted to physical (self-employed) persons and/or non-financial bodies corporate with a registered address in Spain, at least 90% of which are SMEs according to the European Commission Recommendation 2003/361/EC, dated 6<sup>th</sup> May 2003.

## **4 INFORMATION PERTAINING TO THE SECURITIES THAT ARE GOING TO BE OFFERED AND ADMITTED TO TRADING**

### **4.1 TOTAL AMOUNT OF THE SECURITIES.**

The securitisation Bond Issue shall total an amount of five hundred million (500,000,000) euros, represented by five thousand (5,000) Bonds with an individual face value of one hundred thousand (100,000) euros each. The Bonds will be distributed in four (4) Series (hereinafter, the “*Series*”, and individually, a “*Series*”).

- **Class A**, made up of two (2) Series (hereinafter, “*Series*”) of Bonds:
  - • Series AS: One thousand, seven hundred and ninety-two (1,792) Bonds, for a total amount of one hundred and seventy-nine million, two hundred thousand (179,200,000) euros.
  - • Series AG: Two thousand and twenty (2,020) Bonds, for a total amount of two hundred and two million (202,000,000) euros.
- **Series B**: made up of a single Series of six hundred and thirteen (613) Bonds, for a total amount of sixty-one million, three hundred thousand (61,300,000) euros.
- **Series C**: made up of a single Series of five hundred and seventy-five (575) Bonds, for a total amount of fifty-seven million, five hundred thousand (57,500,000) euros.

Any mention to Classes B and C in this Prospectus is equivalent to Series B and C, respectively.

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

The price of the Bond Issue shall be equal to their face value.

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

### **Subscription of the Bond Issue**

The Fund Manager shall enter into a Management and Subscription Contract on behalf of the Fund, whereby Banco Pastor undertakes to subscribe, on the Subscription Date, all of the Bonds (the “**Subscribing Entity**”) for the purpose of using Series AS and AG as collateral for operations with the Eurosystem, without prejudice to the use of liquid assets that may be sold to third-party investors on the market.

The Bond Issue shall be subscribed by the Subscribing Entity, which peremptorily undertakes to subscribe it by virtue of the Management and Subscription Contract. Once the Bonds have been subscribed, the Subscribing Entity intends to use them as collateral for Eurosystem credit operations, whereby this does not limit the Subscribing Entity from any other use thereof or the potential transfer of the Bonds to any other investor. Given that the Bond Issue will be subscribed in its entirety by the Subscribing Entity and, as a result, its price will not be subject to contract by market transaction, it cannot be guaranteed that the financial conditions of the Series AS, AG, B and C Bonds will meet the prevailing secondary market conditions on the Fund Formation Date. This statement regarding the value of the Bonds is given for the purpose of informing third parties and, in particular, potential future investors or Bond subscribers as a guarantee, as is the case of the European Central Bank in Eurosystem credit operations.

The Management and Subscription Contract and, as a result, Banco Pastor’s obligation to subscribe all of the Bonds issued by the Fund shall be terminated in the following events:

- In the event that the Rating Agency does not confirm the provisional ratings granted to the Bonds of Series AS, AG, B and C prior to the Subscription Date and which are shown in this Prospectus; or

- In the event of an occurrence prior to the Subscription Date that could not have been foreseen or, even if it could have been foreseen, was inevitable and makes compliance with the Management and Subscription Contract impossible in accordance with the provisions set forth in article 1,105 of the Spanish Civil Code, in which case, the Subscription Entity must notify this to the other party of the Contract, with the parties discharged from any obligation from that moment onwards.

Banco Pastor shall not be compensated for its commitment to subscribe the Bonds of Series AS, AG, B and C or for acting as the Lead Manager.

#### **4.2 DESCRIPTION OF THE TYPE AND CLASS OF SECURITIES**

The Bonds shall be legally constituted as negotiable fixed-income securities with explicit return, being subject, to the regime established by the Securities Market Law and applicable regulations.

#### **4.3 LEGISLATION ACCORDING TO WHICH THE SECURITIES ARE CREATED**

“GC FTPYME PASTOR 6, Fondo de Titulización de Activos” is formed by virtue of the provisions of the Order dated 10<sup>th</sup> January 2007. The Fund GC FTPYME PASTOR 6 shall further be regulated pursuant to Spanish law and more specifically to (i) the Fund’s Deed of Formation, (ii) Royal Decree 926/1998 and the provisions implementing the same, (iii) Royal Decree 1310/2005 which partially implements Law 24/1988 in areas of admission to trading of securities on secondary official markets, of public offers for sale or subscription and the prospectus demandable for these purposes, (iv) Law 19/1992 insofar as not provided for in Royal Decree 926/1998 and for all issues to which it may apply, (v) the Order dated 10<sup>th</sup> January 2007, (vi) the current wording of the Securities Market Act and the regulations that develop it, (vii) Order EHA/3537/2005, dated 10<sup>th</sup> November, which implements article 27.4 of the Securities Market Act and (viii) the other legal and regulatory provisions in force that apply at any given time.

This Prospectus Schedule has been prepared following the models provided for in EC regulation number 809/2004, pertaining to EC Directive 2003/71/EC of the European Parliament and of the Council as regards the information contained in prospectuses, as well as the format, incorporation by reference and publication of said prospectuses and advertising.

#### **4.4 INDICATION IF THE SECURITIES ARE NOMINAL OR BEARER AND IF THEY ARE IN THE FORM OF CERTIFICATES OR BOOK ENTRIES**

The Bonds shall be represented by book entries, pursuant to the provisions in Article 926 of Royal Decree 926/1998, and they shall be constituted as such by virtue of being recorded in the corresponding accounting register and they shall be in bearer form. The Deed of Formation shall give rise to the effects provided for in article 6 of the Securities Market Act.

The Bondholders shall be identified as such (on their own behalf or by third parties) in accordance with the accounting register kept by Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. IBERCLEAR, with a registered address at Plaza de la Lealtad, 1, Madrid, Spain, (hereinafter, "*IBERCLEAR*"), which shall be designated as the entity in charge of the accounting register of the Bonds in the Deed of Formation of the Fund such that it compensates and liquidates the Bonds in accordance with the operating results pertaining to securities admitted to trading on the AIAF Fixed-Rate Market (hereinafter, the "*AIAF Market*"), and represented by book entries that it may have or that may be approved in the future by IBERCLEAR.

#### **4.5 CURRENCY OF THE ISSUE**

The securities shall be denominated in euros.

#### **4.6 CLASSIFICATION OF THE SECURITIES ACCORDING TO SUBORDINATION**

##### **4.6.1. Simple statement regarding the order number that the payment of interest of the Bonds holds in the Fund's Cash Flow Waterfall.**

The payment of the due and unpaid interest accrued by the Series AS and AG Bonds on the prior Payment Dates holds (iii) third place in the Cash Flow Waterfall set out in section 3.4.6 of the Supplemental Addendum and (iv) fourth place in the Settlement Cash Flow Waterfall set out in the same section. The payment of the accrued by the Series AS and AG Bonds from the prior Payment Date to the current Payment Date holds (iv) fourth place in the Cash Flow Waterfall and (v) fifth place in the Fund's Settlement Cash Flow Waterfall set out in the same section.

The payment of the interest accrued by the Series B Bonds holds (v) (fifth) place when applying the Cash Flow Waterfall established in section 3.4.6 of the



Supplemental Addendum, except in the event of the situation for their down-ranking provided for in the same section, in which case, it shall hold (viii) eighth place and (vii) seventh place in the Settlement Cash Flow Waterfall established in the same section.

The payment of the interest accrued by the Series C Bonds holds sixth place (vi) of the Cash Flow Waterfall established in the section 3.4.6 of the Supplemental Addendum, except in the event of the situation for their down-ranking provided for in said section, in which case, it shall hold (iv) ninth place in the Settlement Cash Flow Waterfall established in the same section.

**4.6.2. Simple statement regarding the order number that the payment of the principal of the Bonds holds in the Payment Priority Order of the fund.**

The retention of the Available Amount for Amortisation of the Bonds of Classes A, B and C, as a whole and without distinguishing between Classes, holds (vii) seventh place in the Cash Flow Waterfall set out in the section 3.4.6 of the Supplemental Addendum.

The principal of the Bonds of each series shall be amortised in accordance with the Distribution rules of the Funds Available for Amortisation that are included in section 4.9.4.5 of this Prospectus Schedule.

When settling the Fund, the amortisation of Class A Bonds (Series AS and AG) holds (vi) sixth place, the amortisation of Series B Bonds), (vii) eighth place, and the amortisation of Series C Bonds (x) tenth place in the Settlement Cash Flow Waterfall set out in section 3.4.6 of the Supplemental Addendum.

**4.7 DESCRIPTION OF THE RIGHTS LINKED TO THE SECURITIES.**

**General**

Pursuant to legislation in force, the Bonds, object of this Prospectus Schedule, shall not entitle the investor who may acquire them to have any present and/or future policy right over GC FTPYME PASTOR 6, F.T.A.

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

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

The obligations of the Assignor and of all other entities that in one way or another may participate in the operation are limited to those that are included in the corresponding contracts pertaining to the Fund GC FTPYME PASTOR 6, FTA, the relevant obligations of which are described in this Prospectus and in the Deed of Formation.

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

### **Spanish State Warranty for the Series AG Bonds**

On the Fund Formation Date, the Ministry of Economy and Finance shall execute, by Ministerial Order, a warranty for the Fund before the formation thereof (the “*State Warranty*”), whereby the Spanish State will secure, with a waiver of the benefit of discussion established in article 1830 of the Spanish Civil Code, the payment of the financial duties enforceable against the Fund derived from the Bonds of Series AG for a nominal amount of two hundred and two million (202,000,000) euros.

The general features of the State Warranty and the execution thereof are described in section 3.4.7.2 of the Supplemental Addendum.

## **4.8 NOMINAL INTEREST RATE AND PROVISIONS PERTAINING TO THE PAYMENT OF INTEREST.**

### **4.8.1 Date when interest becomes payable and the interest due dates**

#### **4.8.1.1. Nominal interest.**

All Bonds issued shall accrue, as from the Closing Date until the final maturity of the same, an annual nominal interest rate, variable by quarter, with the quarterly

payment calculated as stated below. This interest shall be paid by completed quarters on each Payment Date on the Outstanding Balance of Principal of the Bonds of each series on the immediately preceding Payment Date.

The interest on the Bonds shall be paid, in relation to the rest of the Fund payments, in accordance with the Cash Flow Waterfall described in section 3.4.6 of the Supplemental Addendum. For the purpose of the accrual of the interest of all the Series, the Bond Issue shall be understood as divided into Interest Accrual Periods, the duration of which shall be the duration existing between two Payment Dates (including the initial Payment Date and excluding the final Payment Date). The first Interest Accrual Period shall begin on the Closing Date, inclusive, and end on the first Payment Date, 16.03.09, exclusive.

#### **4.8.1.2. Nominal Interest Rate**

The Nominal Interest Rate that each Series of Bonds will accrue during each Interest Accrual Period shall be the result of the sum of: (i) the reference interest rate, which is determined as set forth below and which is common to all the series of bonds and rounded to the nearest whole thousandth, thereby taking into account that, in the event that the closeness for rounding up or down is identical, such rounding will be made upwards, plus (ii) the spread applicable to each series of bonds, as indicated below.

- Series AS: spread of 0.45%
- Series AG: minimum spread of 0.40%
- Series B: spread of 1.25%
- Series C: spread of 1.75%

The Interest Rate applicable to the Bonds of Series AS, AG, B and C for the first Interest Accrual Period shall be made public before the Closing Date by means of the announcement provided for in section 4 of the Supplemental Addendum and by means of a communiqué to the CNMV by the Fund Manager.

The spreads mentioned above do not constitute an estimate of prices for which these instruments could be sold on the secondary market or of the valuations which, possibly, could be made by the Euro system for the purposes of using them as collateral instruments in their operations concerning loans to the banking system.

#### **4.8.1.3. Reference Interest Rate**

The Reference Interest Rate for determining the interest rate applicable to the Bonds of all the Series shall be, except for the first Interest Accrual Period, the three-month (3) EURIBOR rate or, if it must be replaced, determined as set forth below.

#### **4.8.1.4. Fixing of the Reference Interest Rate of the Bonds**

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

On each Interest Rate Fixing Date, the Fund Manager shall fix the Reference Interest Rate, which shall be equal to the EURIBOR, understood to be:

- (i) The three-month (3) EURIBOR rate at 11 a.m. (CET) on the Fixing Date currently published on the "EURIBOR01" electronic pages supplied by REUTERS MONITOR MONEY RATES by Dow Jones Markets or any other page that may replace the former.
- (ii) In the absence of rates in accordance with the preceding paragraph, the replacement Reference Interest Rate shall be the interest rate that results from the simple average of the inter-bank interest rates for non-transferable deposit operations in euros at three months' (3) maturity and by the equivalent amount of the Outstanding Balance of the Bonds offered on the Fixing Date by the entities indicated below, shortly after 11:00 a.m., and this interest rate shall be requested simultaneously from these entities:
  - (i) Banco Santander, S.A.
  - (ii) Banco Bilbao Vizcaya Argentaria (BBVA)
  - (iii) Deutsche Bank; and
  - (iv) Confederación Española de Cajas de Ahorros

The reference city shall be the city of Madrid.

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

- (iii) In the absence of rates in accordance with the provisions set forth in sections (i) and (ii), the REference Interest Rate of the immediately preceding Interest Accrual Period shall be applicable, and thus successively for as long as such a situation may exist.

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

Notwithstanding the foregoing, the Reference Interest Rate for the first Interest Accrual Period, i.e., between the Closing Date and the first Payment Date, shall be the amount that results from the linear interpolation between the four-month (4) EURIBOR rate and the three-month (3) EURIBOR rate, taking into consideration the number of days of the first Interest Accrual Period. The calculation of the Reference Interest Rate for the first Interest Accrual Period shall be carried out in accordance with the following formula:

$$R_n = R_3 + [(R_4 - R_3)/(t_4 - t_3)] \times (t_n - t_3)$$

Whereby:

$R_n$  = Reference Interest Rate for the first Interest Accrual Period.

$t_n$  = The number of days in the Interest Accrual Period.

$R_4$  = EURIBOR rate at two (4) months' maturity.

$R_3$  = EURIBOR rate at one (3) month's maturity.

$t_2$  = Number of days of the two (4) months' maturity period.

$t_1$  = Number of days of the one (3) month maturity period.

The result of the formula shall be given in absolute terms.

The EURIBOR rates at (4) months and at (3) month for the first Interest Accrual Period shall be determined in accordance with the rules set forth in the previous paragraphs of this section, without prejudice to the temporary references carried out previously consequently becoming two (4) months or one (3) month.

#### **4.8.1.5. Fixing Date of the Reference Interest Rate and of the Interest Rate of the Bonds**

The Fixing Date of the Reference Interest Rate for each Interest Accrual Period shall be the second (2<sup>nd</sup>) Business Day prior to the Payment Date and shall apply for the following Interest Accrual Period. For the first Interest Accrual Period, the Reference Interest Rate shall be determined on the second (2<sup>nd</sup>) Business Day prior to the Closing Date.

Once the Reference Interest Rate of the Bonds has been fixed, on the same Fixing Date the Fund Manager shall calculate and fix, for each of the Series of Bonds, the interest rate applicable for the following Interest Accrual Period.

The resulting interest rate shall be announced by the Fund Manager using the channels generally accepted by the market, currently the daily gazette of the AIAF Fixed-Income Market, the CNMV and the Fund Manager's website, to guarantee adequate publication of the information in time and content.

#### **4.8.1.6. Formula for calculating the interest of the Bonds:**

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

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

#### **Where:**

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

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

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

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

#### **4.8.2 Dates, place, entities and procedure for payment of the coupons**

The interest of the Bonds, regardless of the Series to which they may pertain, shall be payable by completed quarters on 15<sup>th</sup> March, 15<sup>th</sup> June, 15<sup>th</sup> September and 15<sup>th</sup> December of each year (hereinafter, “**Payment Dates**”) until the final maturity of the Bonds. In the event that any of the said days were not a Business Day, the interest corresponding to the quarter shall be payable on the next Business Day. The first Payment Date shall be 16.03.09.

If on a Payment Date, and in spite of the mechanisms set forth for the protection of the rights of the Bondholders, the Available Funds of the Fund are not sufficient to meet the interest payment obligations of the Fund in accordance with the provisions set forth in section 3.4.6 of the Supplemental Addendum, the amount available for making the interest payment shall be distributed in accordance with the Cash Flow Waterfall set forth in said section. In the event that the Available Funds are only sufficient for partially meeting the obligations that have the same priority order, independently for each one of them, the amount available shall be divided proportionally between the affected Bonds and proportionally to the Outstanding Balance of Principal, and the amounts that the Bondholders had not received shall be considered pending payment and be paid on the next Payment Date that it may be possible, without thereby accruing additional interest. The pending payments to the Bondholders shall be made effective on the next Payment Date, if there are Available Funds to do so, with priority immediately before the payments to the Bondholders of that same series corresponding to said period, as specifically indicated for the Bonds of Class A. This is all without prejudice to the State Warranty that covers the insufficiencies in the payment of the financial duties required of the Fund for interest and principal of the Series AG Bonds.

The Fund, through the Fund Manager, may not defer the payment of Interest or Principal of the Bonds after the Legal Final Maturity, i.e., **30.10.51**, or the next Business Day.

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

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

Payment shall be made through the Paying Agent, thereby using IBERCLEAR and its participating entities for the distribution of the amounts.

### **4.8.3 Schedule**

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

- A holiday in Madrid,
- A holiday in Barcelona and
- A non-business day of the TARGET2 calendar.

### **4.8.4. Calculation Agent**

The Calculation Agent of the Bond interest shall be the Fund Manager.

## **4.9 MATURITY AND AMORTISATION OF THE SECURITIES**

### **4.9.1. Redemption price of the Bonds.**

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

Each and every one of the Bonds of the same Series shall be amortised in equal amounts by means of reducing the face value of each one of them.

### **4.9.2. Maturity of the issued Bonds.**

The final maturity of the Bonds of all the Series shall occur on the Date when they may be fully amortised or on the Legal Final Maturity of the Fund, meaning 30.10.51 or the next Business Day, without prejudice to the fact that the Manger, pursuant to section 4.4.3 of the Registration Document, may proceed to amortise the Bond Issue prior to the Legal Final Maturity of the Fund.

The last regular amortisation date of the Loans pooled into the secured portfolio is 30.04.48.

The Bonds shall be amortised on each Payment Date, meaning on 15<sup>th</sup> March, 15<sup>th</sup> June, 15<sup>th</sup> September and 15<sup>th</sup> December of each year (or, in the event that they are not Business Days, on the next Business Day), in accordance with the provisions



herein set forth and subject to the Cash Flow Waterfall included in section 3.4.6 of the Supplemental Addendum.

On the Settlement Payment Date of the Fund, the amortisation of the various Bond Series and the reimbursement to the State of the amounts owed for executing the Warranty for amortisation of Series AG shall occur by distribution of the Available Funds for Settlement through the Settlement Cash Flow Waterfall provided for in section 3.4.6 of the Supplemental Addendum.

The Fund Manager shall proceed to notify the Bondholders of each Series of the Outstanding Balance of Principal of each Series, as well as the actual prepayment rate of the Loans and the estimated average residual maturity of the Bonds of each Series.

#### **4.9.3 Specific characteristics for the Amortisation of each of the Bond Series.**

##### **Outstanding Balance of the Principal of the Bonds**

The outstanding balance of the Bonds (hereinafter, the "*Outstanding Balance of Principal*") at any given date shall be the nominal amount pending repayment for the particular Series of Bonds.

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

##### **Outstanding Balance of the Loans**

The "*Outstanding Balance of the Loans*" on a specific date shall be the sum of the capital or principal pending maturity of the loans on that particular date and the capital or principal due but not yet paid to the Fund.

##### **Outstanding Live Balance of the Loans**

The outstanding live balance of the loans (hereinafter, the "*Outstanding Live Balance of the Loans*") on a given date shall be the Outstanding Balance of the Loans and the capital or principle due but not yet paid to the Fund.

The outstanding live balance of the non-defaulted loans (hereinafter, the "*Outstanding Live Balance of the Non-Defaulted Loans*") on a given date shall be the Outstanding Balance of the Loans and the capital or principle due

but not yet paid into the Fund for each of the Non-Defaulted Loans on a given date.

Defaulted loans (hereinafter, "*Defaulted Loans*") shall be considered to be those for which (a) the Obligors may have been declared to be in a situation of insolvency; (b) they are in arrears on a date for a period of more than eighteen (18) months delay in the payment of the overdue amounts; or (c) they may be classified as in default by the Fund Manager because there is reasonable doubt about their full repayment.

**Amount Available for Amortisation and Amortisation Deficit on each Payment Date.**

On each Payment Date, charged to the Available Funds and in (vii) seventh place in the Cash Flow Waterfall, the Bonds shall be amortised in an amount equal to the Amount Available for Amortisation, whereby this is the lesser of the following amounts:

- (a) The "*Theoretical Amount of Amortisation*", which is the positive difference on the Payment Date between **(A)** the sum of (i) the Outstanding Balance of Principal of the Bonds, and (ii) the amounts drawn down and not repaid, charged to the State Warranty for payment of the principal of the Series AG Bonds on the preceding Payment Dates, and **(B)** the sum of the Outstanding Live Balance of the Non-defaulted Loans corresponding to the last day of the month prior to the current Payment Date; and
- (b) The Available Funds on that Payment Date, after having deducted the amounts corresponding to the concepts indicated in sections (i) to (vi) of the Payment Priority Order included in section 3.4.6 of the Supplemental Addendum.

The "**Amortisation Deficit**" on a Payment Date shall be the positive difference, if this exists, between:

- (i) The Theoretical Amortisation Amount, and
- (ii) The Amount Available for Amortisation.

#### **Available Funds for Amortisation on each Payment Date.**

The Available Funds for Amortisation shall be the same as the sum of the following amounts:

- (a) The Amount Available for Amortisation withheld in (vii) seventh place in the Cash Flow Waterfall on the corresponding Payment Date.
- (b) The balance of the Treasury Account on the Determination Date corresponding to the current Payment Date minus the amounts corresponding to the items pertaining to (i) first to (vi) sixth place of the Cash Flow Waterfall set forth in section 3.4.6 of the Supplemental Addendum.

#### **4.9.4. Distribution of the Funds Available for Amortisation.**

The Funds Available for Amortisation shall be applied on each Payment Date to the amortisation of each one of the Series in accordance with the following rules (“**Distribution of the Funds Available for Amortisation**”):

##### **4.9.4.1 General rule: Prorated Amortisation of Series B and C with Class A**

###### **1) Amortisation of the Class A Bonds**

The Funds Available for Amortisation applied to the amortisation of Class A and to reimbursement of the amounts owed to the States through drawdowns of the Warranty for redemption of the Series AG, shall be applied in the following order:

- i. Amortisation of the principal of the Series AS Bonds.
- ii. Amortisation of the principal of the Series AG Bonds and reimbursement of the amounts due to the State for drawdowns against the Warranty for amortisation of Series AG after they have been fully amortised by the Bonds of Series AS.

The amount of the Funds Available for Amortisation applied on a Payment Date to both concepts (amortisation of the principal of the Series AG Bonds and repayment of the amounts owed to the State as a result of executing the Warranty for amortisation of Series AG) shall be applied as

follows: (i) In the event that there is an Amortisation Deficit on the current Payment Date, first to amortisation of Series AG and second, for any remaining amount, to repayment of the amounts owed to the State as a result of executing the Warranty for amortisation of Series AG; (ii) conversely, first to repayment of the amounts owed to the State as a result of executing the Warranty for amortisation of Series AG, and second, any remaining amount to amortisation of Series AG

The aforementioned notwithstanding, the Bonds of Class A shall be amortised on a pro-rata basis in the event that on the Determination Date prior to the corresponding Payment Date the proportion between (i) the Outstanding Balance of the Loans that were up to date on payment plus the Outstanding Live Balance of the Loans that were in default by less than 90 days, increased by the amount of the income received for the reimbursement of the principal of the Loans over the three (3) calendar months prior to the Payment Date, except for the first Payment Date which cover the period between the Formation Date and the last day of the calendar month prior to the current Payment Date, and (ii) the Outstanding Balance of Principal of Class A, increased by the balance of the amounts owed to the State for executing the Warranty for amortisation of Series AG, is less than or equal to 1.

In this event, on the corresponding Payment Date, the Funds Available for Amortisation applied to amortisation of the Class A and to the repayment of the amounts owed to the State for draw downs of the Warranty for amortisation of the Series AG shall be distributed in accordance with the following rules:

- a) shall be allocated pro rata and directly proportional (i) to the Outstanding Balance of Principal of Series AS, and (ii) to the Outstanding Balance of Principal of Series AG, increased by the balance of the amounts owed to the State for executing the Warranty for amortisation of Series AG.
- b) The amount assigned to the Series AG Bonds and to the amounts due through execution of the Warranty for amortisation of Series AG, shall be applied in accordance with the provisions set forth in order ii) of section 1) above.

## **2) Prorated amortisation of Series B and Series C Bonds:**

However, even if Class A (Series AS and AG) have not been fully amortised, the Funds Available for Amortisation shall also be applied to the amortisation of Series B and/or Series C on the Payment Date that is not the last Payment Date or the Fund Settlement Date and on which the following circumstances are satisfied:

- (a) To proceed to the prorated amortisation of Series B and Series C:
  - i. That the prorated amortisation Class A does not apply.
  - ii. That on the current Payment Date, the Reserve Fund has been allocated with the amount required to reach the Minimum Level of the Reserve Fund.
  - iii. That on the Determination Date prior to the corresponding Payment Date, the amount of the Outstanding Balance of the Non-Defaulted Loans is equal to or greater than 10% of the Initial Balance.

In addition to the foregoing,

- (a) In order to proceed with amortisation of Series B, on the Determination Date prior to the corresponding Payment Date:
  - i. The Outstanding Balance of Principal of Series B is equal to or greater than 24,52% of the Outstanding Balance of Principal of the Bond Issue, increased by the balance of the amounts due through executions of the State Warranty for the amortisation of Series AG .
  - ii. The sum of the Outstanding Live Balance of the Non-defaulted Loans that are more than ninety (90) days in arrears with regard to payment of the amounts granted does not exceed 1.25% of the Outstanding Live Balance of the Non-defaulted Loans.
- (b) In order to proceed with amortisation of Series C, on the Determination Date prior to the corresponding Payment Date:

- i. The Outstanding Balance of Principal of Class C is equal to or greater than 23% of the Outstanding Balance of Principal Balance of the Bond Issue, increased by the balance of the amounts due through execution of the State Warranty for the amortisation of Series AG.
- ii. The sum of the Outstanding Live Balance of the Non-Defaulted Loans that are more than ninety (90) days in arrears with regard to payment of the amounts granted does not exceed 1% of the Outstanding Live Balance of the Non-Defaulted Loans.

If on a Payment Date the amortisation of Series B and/or Series C is applicable by virtue of the provisions set forth in foregoing rule 3, the Funds Available for Amortisation shall also be applied to the amortisation of the Series B and/or the Series C in such a way that the Outstanding Balance of Principal of Series B or Series C, with regard to the sum of the Outstanding Balance of Principle of the Bond Issue remains at 24.52% and 23%, respectively, or higher percentages that are as close as possible to these.

#### **4.9.4.2 Exceptional rule: Sequential amortisation of Classes A, B and C**

If the requirements for the prorated amortisation described in section 4.9.4.1 3) above are not met, the Funds Available for Amortisation shall be applied sequentially, first, to the amortisation of Series AS and AG and to repayment of the amounts due for executing the State Warranty for the amortisation of Series AG until they are fully amortised and paid up; second, to the amortisation of Series B until it is fully amortised; and third, to the amortisation of Series C until it is fully amortised, as follows:

##### **Amortization of the Series AS and Series AG Bonds.**

The principal of the Series AS and AG Bonds shall be amortised in accordance with the rules for the Distribution of the Funds Available for Amortisation that are described in section 4.9.4 of the Prospectus Schedule.

The final amortisation of the Series AS and AG Bonds shall be made on the Legal Final Maturity or, if that days is not a Business Day, on the next Business Day, without prejudice to the early partial amortizations and to the Fund Manager, in

representation and on behalf of the fund, in accordance with section 4.4.3 of the Registration Document, proceeding with the Early Amortisation of the Bond Issue before its Legal Final Maturity.

#### **Amortisation of the Series B Bonds**

Amortisation of the principal of the Series B Bonds shall be made through partial amortisations on each of the Payment Dates from the start of the amortisation thereof until the total nominal amount is paid. Said payments shall be for the amount of Available Funds for Amortisation applied on each Payment Date to the amortisation of Series B, in accordance with the rules for the Distribution of the Available Funds for Amortisation described in section 3 of clause 4.9.4 of the Prospectus Schedule, which shall be distributed pro-rata among the Bonds of Series B itself through the reduction of the nominal value of each Bond of Series B.

The first partial amortisation of the Bonds of Series B shall take place once the Bonds of Class A have been fully amortised.

The final amortisation of the Series B Bonds shall be the Legal Final Maturity or if that day is not a Business Day, the next Business Day, without prejudice to the early partial amortizations and to the Fund Manager, in representation and on behalf of the fund, in accordance with section 4.4.3 of the Registration Document, proceeding with the Early Amortisation of the Bond Issue before its Legal Final Maturity.

#### **Amortisation of the Series C Bonds**

Amortisation of the principal of the Series C Bonds shall be made through partial amortisations on each of the Payment Dates from the start of the amortisation thereof until the total nominal amount is paid. Said payments shall be for the amount of Available Funds for Amortisation applied on each Payment Date to the amortisation of Series C, which shall be distributed pro-rata among the Bonds of Series C through the reduction of the nominal value of each Bond of Series B.

The first partial amortisation of the Bonds of Series C shall take place once the Bonds of Class A and Series B have been fully amortised.

The final amortisation of the Series C Bonds shall be the Legal Final Maturity or if that day is not a Business Day, the next Business Day, without prejudice to the early partial amortizations and to the Fund Manager, in representation and on behalf of the fund, in accordance with section 4.4.3 of the Registration Document, proceeding with the Early Amortisation of the Bond Issue before its Legal Final Maturity.

#### 4.10 INDICATION OF THE RETURN

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

- i) The calendar and amortisation system of each one of the Loans set forth in their corresponding contracts.
- ii) The capacity that the obligors have for early settlement of the Loans, whether partially or totally, and the speed with which this early settlement is made overall, throughout the life of the fund. In this respect, the early amortisations of the Loans made by the obligors are very significant, subject to continuous changes and estimated in this Prospectus through the use of various hypotheses of behaviour of the early amortisation or constant prepayment rate (hereinafter "CPR"), which shall have a direct influence on the speed of amortisation of the bonds and, therefore, on the average life and duration of these.
- iii) The variable interest rates of the Loans that cause a variation of the amount of the amortisation in each instalment.
- iv) The arrears of Obligor in payment of the Loan amounts.

In order to calculate the tables included in this section, the following hypotheses, which come from historical information provided by the Assignor, have been taken into account regarding the described factors:

- Interest Rates of the Loans: 5.88% weighted average interest rate on 11.11.08 of the portfolio of selected loans that have been used for calculating the amortisation amounts and interest of each one of the selected loans;
- delinquency in the Loan portfolio (non-payments more than 90 days past due, excluding defaults): 1.83% of the Live Balance of the Loans, with a 18-month recuperation of 85%.
- Defaults in the portfolio of Loans: 15% of the balance became in arrears according to the prior section plus 0.05% of the Outstanding Balance on each Payment Date. The recovery rate of the Defaulted Loans is 50% at 12 months after they first default.



- The prepayment rate of the loans stays constant throughout the life of the Bonds;
- The Closing Date of the Bonds is 02.12.08;
- No Amortisation Deficit occurs; and
- There is no extension of the term of any of the loans.

The Internal Rate of Return (hereinafter, “IRR”) for the subscriber must take into account the date and purchase price of the Bond, the quarterly payment of the coupon and all amortisations, both the amortisation according to the planned schedule as well as those of an early nature. The real adjusted duration and the return of the Bonds will also depend on their variable interest rate.

The nominal rate of variable interest of the Bonds of each Series is assumed to be constant in accordance with the following breakdown, based on the three-month Euribor rate (4.286%) on 12.11.08 and the spreads in accordance with section 4.8.1.2 (0.45% for Series AS, 0.60% for Series AG, 1.25% for Series B and 1.75% for Series C):

EURIBOR 3 months		AS Bonds	AG Bonds	B Bonds	C Bonds
Nominal Interest Rate		4.736%	4.886%	5.536%	6.036%

The **Average Life of the Bonds** for the various Prepayment Rates, hereby assuming the hypotheses described previously, would be the following:

GC FTPYME PASTOR 6, FTA				
		6% CPR	8% CPR	10% CPR
Series AS	Average life (years)	0.96	0.90	0.85
	IRR	4.13%	4.13%	4.13%
	(years)	0.94	0.88	0.83
	Final Amortisation	14/09/2010	15/06/2010	15/06/2010
Series AG	Average life (years)	4.81	4.21	3.76
	IRR	4.82%	4.82%	4.82%
	(years)	4.71	4.13	3.68
	Final Amortisation	13/06/2018	14/03/2017	14/03/2016
Class B	Average life (years)	6,14	5,38	4,78
	IRR	5,51%	5,51%	5,51%
	(years)	5,88	5,16	4,59
	Final Amortisation	13/06/2018	14/03/2017	14/03/2016
Class C	Average life (years)	6.14	5.38	4.78
	IRR	6.01%	6.01%	6.01%
	(years)	5.45	5.12	4.56
	Final Amortisation	13/06/2018	14/03/2017	14/03/2016
Anticipated Liquidation Date of the Fund		13/06/2018	14/03/2017	14/03/2016
Years from the Formation Date		9.68	8.41	7.40

**FLows FOR EACH BOND WITHOUT RETENTION FOR THE SUBSCRIBER, IRR = 6% (in euros)**

Payment Date	Series AS			Series AG			Series B			Series C		
	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total
02/12/2008												
16/03/2009	12,339.54	580.36	12,919.89	0.00	598.74	598.74	0.00	678.39	678.39	0.00	739.66	739.66
15/06/2009	15,054.79	1,037.90	16,092.69	0.00	1,221.50	1,221.50	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/09/2009	24,104.30	859.65	24,963.95	0.00	1,221.50	1,221.50	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/12/2009	16,438.94	574.26	17,013.20	0.00	1,221.50	1,221.50	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
16/03/2010	13,195.90	379.62	13,575.52	0.00	1,221.50	1,221.50	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
15/06/2010	12,736.18	223.38	12,959.56	0.00	1,221.50	1,221.50	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/09/2010	6,130.35	72.58	6,202.94	3,939.77	1,221.50	5,161.27	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/12/2010	0.00	0.00	0.00	7,177.38	1,173.38	8,350.75	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
16/03/2011	0.00	0.00	0.00	8,322.35	1,085.70	9,408.05	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
15/06/2011	0.00	0.00	0.00	7,528.27	984.05	8,512.32	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/09/2011	0.00	0.00	0.00	8,323.86	892.09	9,215.95	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/12/2011	0.00	0.00	0.00	3,179.21	790.41	3,969.63	4,913.14	1,384.00	6,297.14	4,913.14	1,509.00	6,422.14
15/03/2012	0.00	0.00	0.00	4,843.97	751.58	5,595.55	7,485.85	1,316.00	8,801.85	7,485.85	1,434.86	8,920.71
14/06/2012	0.00	0.00	0.00	3,907.44	692.41	4,599.85	6,038.54	1,212.40	7,250.94	6,038.54	1,321.90	7,360.44
13/09/2012	0.00	0.00	0.00	3,035.01	644.68	3,679.69	4,690.29	1,128.82	5,819.11	4,690.29	1,230.78	5,921.06
13/12/2012	0.00	0.00	0.00	2,730.71	607.61	3,338.32	4,220.03	1,063.91	5,283.94	4,220.03	1,160.00	5,380.03
15/03/2013	0.00	0.00	0.00	2,793.08	574.25	3,367.33	4,316.41	1,005.51	5,321.92	4,316.41	1,096.32	5,412.73
14/06/2013	0.00	0.00	0.00	2,417.32	540.13	2,957.45	3,735.71	945.77	4,681.47	3,735.71	1,031.19	4,766.89
13/09/2013	0.00	0.00	0.00	2,406.12	510.61	2,916.73	3,718.41	894.06	4,612.47	3,718.41	974.81	4,693.22
13/12/2013	0.00	0.00	0.00	2,080.26	481.22	2,561.47	3,214.82	842.60	4,057.42	3,214.82	918.70	4,133.52
15/03/2014	0.00	0.00	0.00	2,158.50	455.81	2,614.30	3,335.73	798.11	4,133.84	3,335.73	870.19	4,205.92
14/06/2014	0.00	0.00	0.00	1,984.73	429.44	2,414.17	3,067.20	751.94	3,819.14	3,067.20	819.86	3,887.05
13/09/2014	0.00	0.00	0.00	2,013.84	405.20	2,419.04	3,112.18	709.49	3,821.68	3,112.18	773.57	3,885.76
13/12/2014	0.00	0.00	0.00	1,818.73	380.60	2,199.33	2,810.65	666.42	3,477.07	2,810.65	726.61	3,537.26
15/03/2015	0.00	0.00	0.00	1,929.65	358.38	2,288.04	2,982.08	627.52	3,609.60	2,982.08	684.20	3,666.27
14/06/2015	0.00	0.00	0.00	1,680.41	334.81	2,015.22	2,596.90	586.25	3,183.15	2,596.90	639.20	3,236.10
13/09/2015	0.00	0.00	0.00	1,728.62	314.28	2,042.90	2,671.40	550.31	3,221.70	2,671.40	600.01	3,271.41
13/12/2015	0.00	0.00	0.00	1,449.93	293.17	1,743.10	2,240.71	513.33	2,754.04	2,240.71	559.70	2,800.41

<b>BOND CASH-FLOWS WITHOUT RETENTION FOR THE SUBSCRIBER, IRR = 6% (in euros)</b>												
<b>Payment Date</b>	<b>Series AS</b>			<b>Series AG</b>			<b>Series B</b>			<b>Series C</b>		
	<b>Amort. Princ.</b>	<b>Gross Inter.</b>	<b>Total Total</b>	<b>Amort. Princ.</b>	<b>Gross Inter.</b>	<b>Total Total</b>	<b>Amort. Princ.</b>	<b>Gross Inter.</b>	<b>Total Total</b>	<b>Amort. Princ.</b>	<b>Gross Inter.</b>	<b>Total Total</b>
14/03/2016	0.00	0.00	0.00	1,433.72	275.46	1,709.18	2,215.67	482.32	2,697.99	2,215.67	525.89	2,741.56
13/06/2016	0.00	0.00	0.00	1,391.28	257.95	1,649.23	2,150.08	451.66	2,601.74	2,150.08	492.45	2,642.53
12/09/2016	0.00	0.00	0.00	1,355.02	240.95	1,595.97	2,094.04	421.90	2,515.94	2,094.04	460.01	2,554.05
12/12/2016	0.00	0.00	0.00	1,322.72	224.40	1,547.12	2,044.12	392.92	2,437.04	2,044.12	428.41	2,472.53
14/03/2017	0.00	0.00	0.00	1,317.93	208.24	1,526.18	2,036.73	364.63	2,401.36	2,036.73	397.56	2,434.29
13/06/2017	0.00	0.00	0.00	1,300.91	192.14	1,493.05	2,010.42	336.44	2,346.86	2,010.42	366.83	2,377.24
12/09/2017	0.00	0.00	0.00	1,300.58	176.25	1,476.83	2,009.90	308.62	2,318.52	2,009.90	336.49	2,346.39
12/12/2017	0.00	0.00	0.00	1,241.64	160.37	1,402.00	1,918.82	280.80	2,199.62	1,918.82	306.16	2,224.98
14/03/2018	0.00	0.00	0.00	1,225.98	145.20	1,371.18	1,894.62	254.24	2,148.86	1,894.62	277.21	2,171.82
13/06/2018	0.00	0.00	0.00	10,661.06	130.22	10,791.29	16,475.56	228.02	16,703.58	16,475.56	248.62	16,724.17
	<b>100,000.00</b>	<b>3,727.75</b>	<b>103,727.75</b>	<b>100,000.00</b>	<b>22,638.72</b>	<b>122,638.72</b>	<b>100,000.00</b>	<b>33,036.39</b>	<b>133,036.39</b>	<b>100,000.00</b>	<b>36,020.17</b>	<b>136,020.17</b>

BOND CASH-FLOWS WITHOUT RETENTION FOR THE SUBSCRIBER, ERR = 8% (in euros)												
Payment Date	Series AS			Series AG			Series B			Series C		
	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total
02/12/2008												
16/03/2009	13,812.70	580.36	14,393.06	0.00	598.74	598.74	0.00	678.39	678.39	0.00	739.66	739.66
15/06/2009	16,432.41	1,020.46	17,452.87	0.00	1,221.50	1,221.50	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/09/2009	25,374.02	825.90	26,199.91	0.00	1,221.50	1,221.50	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/12/2009	17,555.20	525.47	18,080.67	0.00	1,221.50	1,221.50	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
16/03/2010	14,202.33	317.62	14,519.94	0.00	1,221.50	1,221.50	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
15/06/2010	12,623.35	149.46	12,772.81	912.71	1,221.50	2,134.21	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/09/2010	0.00	0.00	0.00	10,114.38	1,210.35	11,324.73	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/12/2010	0.00	0.00	0.00	7,848.87	1,086.80	8,935.67	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
16/03/2011	0.00	0.00	0.00	8,942.09	990.93	9,933.02	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
15/06/2011	0.00	0.00	0.00	8,091.29	881.70	8,972.99	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/09/2011	0.00	0.00	0.00	4,607.50	782.87	5,390.37	7,189.04	1,384.00	8,573.04	7,189.04	1,509.00	8,698.04
14/12/2011	0.00	0.00	0.00	3,403.08	726.59	4,129.67	5,309.79	1,284.50	6,594.30	5,309.79	1,400.52	6,710.31
15/03/2012	0.00	0.00	0.00	5,038.61	685.02	5,723.62	7,861.68	1,211.02	9,072.70	7,861.68	1,320.39	9,182.08
14/06/2012	0.00	0.00	0.00	4,076.43	623.47	4,699.90	6,360.41	1,102.21	7,462.62	6,360.41	1,201.76	7,562.17
13/09/2012	0.00	0.00	0.00	3,183.59	573.68	3,757.27	4,967.32	1,014.18	5,981.50	4,967.32	1,105.78	6,073.10
13/12/2012	0.00	0.00	0.00	2,861.38	534.79	3,396.17	4,464.58	945.43	5,410.02	4,464.58	1,030.82	5,495.41
15/03/2013	0.00	0.00	0.00	2,906.16	499.84	3,406.00	4,534.45	883.64	5,418.09	4,534.45	963.45	5,497.90
14/06/2013	0.00	0.00	0.00	2,514.83	464.34	2,979.17	3,923.87	820.89	4,744.76	3,923.87	895.03	4,818.90
13/09/2013	0.00	0.00	0.00	2,488.75	433.62	2,922.37	3,883.16	766.58	4,649.75	3,883.16	835.82	4,718.98
13/12/2013	0.00	0.00	0.00	2,149.79	403.22	2,553.01	3,354.30	712.84	4,067.14	3,354.30	777.22	4,131.52
15/03/2014	0.00	0.00	0.00	2,215.11	376.96	2,592.07	3,456.22	666.42	4,122.63	3,456.22	726.60	4,182.82
14/06/2014	0.00	0.00	0.00	2,029.43	349.90	2,379.33	3,166.49	618.58	3,785.08	3,166.49	674.45	3,840.94
13/09/2014	0.00	0.00	0.00	2,046.86	325.11	2,371.98	3,193.70	574.76	3,768.46	3,193.70	626.67	3,820.37
13/12/2014	0.00	0.00	0.00	1,841.19	300.11	2,141.30	2,872.78	530.56	3,403.34	2,872.78	578.47	3,451.26
15/03/2015	0.00	0.00	0.00	1,941.41	277.62	2,219.03	3,029.16	490.80	3,519.96	3,029.16	535.12	3,564.29
14/06/2015	0.00	0.00	0.00	1,682.74	253.91	1,936.65	2,625.57	448.87	3,074.44	2,625.57	489.41	3,114.98
13/09/2015	0.00	0.00	0.00	1,721.69	233.35	1,955.04	2,686.33	412.54	3,098.87	2,686.33	449.79	3,136.13
13/12/2015	0.00	0.00	0.00	1,435.17	212.32	1,647.49	2,239.27	375.36	2,614.63	2,239.27	409.26	2,648.53
14/03/2016	0.00	0.00	0.00	1,411.58	194.79	1,606.38	2,202.48	344.36	2,546.85	2,202.48	375.47	2,577.95
13/06/2016	0.00	0.00	0.00	1,362.12	177.55	1,539.67	2,125.31	313.88	2,439.19	2,125.31	342.23	2,467.54
12/09/2016	0.00	0.00	0.00	1,319.18	160.91	1,480.09	2,058.31	284.47	2,342.78	2,058.31	310.16	2,368.47
12/12/2016	0.00	0.00	0.00	1,280.52	144.80	1,425.32	1,997.98	255.98	2,253.96	1,997.98	279.10	2,277.08
14/03/2017	0.00	0.00	0.00	10,573.54	129.16	10,702.70	16,497.79	228.33	16,726.12	16,497.79	248.95	16,746.74
	<b>100,000.00</b>	<b>3,419.26</b>	<b>103,419.26</b>	<b>100,000.00</b>	<b>19,739.97</b>	<b>119,739.97</b>	<b>100,000.00</b>	<b>28,804.59</b>	<b>128,804.59</b>	<b>100,000.00</b>	<b>31,406.16</b>	<b>131,406.16</b>

BOND CASH-FLOW WITHOUT RETENTION FOR THE SUBSCRIBER, IRR = 10% (in euros)												
Payment Date	Series AS			Series AG			Series B			Series C		
	Amort. Princ.	Gross Inter.	Total	Amort. Princ.	Gross Inter.	Total	Amort. Princ.	Gross Inter.	Total	Amort. Princ.	Gross Inter.	Total
02/12/2008												
16/03/2009	15,310.08	580.36	15,890.44	0.00	598.74	598.74	0.00	678.39	678.39	0.00	739.66	739.66
15/06/2009	17,816.74	1,002.73	18,819.47	0.00	1,221.50	1,221.50	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/09/2009	26,634.17	791.78	27,425.95	0.00	1,221.50	1,221.50	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/12/2009	18,646.42	476.43	19,122.85	0.00	1,221.50	1,221.50	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
16/03/2010	15,170.97	255.66	15,426.63	0.00	1,221.50	1,221.50	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
15/06/2010	6,421.62	76.03	6,497.65	7,183.79	1,221.50	8,405.29	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/09/2010	0.00	0.00	0.00	10,798.74	1,133.75	11,932.49	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
14/12/2010	0.00	0.00	0.00	8,461.16	1,001.84	9,463.00	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
16/03/2011	0.00	0.00	0.00	9,496.34	898.49	10,394.83	0.00	1,384.00	1,384.00	0.00	1,509.00	1,509.00
15/06/2011	0.00	0.00	0.00	4,474.87	782.49	5,257.36	6,985.44	1,384.00	8,369.44	6,985.44	1,509.00	8,494.44
14/09/2011	0.00	0.00	0.00	4,833.57	727.83	5,561.40	7,545.39	1,287.32	8,832.71	7,545.39	1,403.59	8,948.98
14/12/2011	0.00	0.00	0.00	3,598.80	668.79	4,267.59	5,617.86	1,182.89	6,800.76	5,617.86	1,289.73	6,907.59
15/03/2012	0.00	0.00	0.00	5,210.58	624.83	5,835.41	8,133.91	1,105.14	9,239.06	8,133.91	1,204.96	9,338.87
14/06/2012	0.00	0.00	0.00	4,217.09	561.18	4,778.28	6,583.04	992.57	7,575.61	6,583.04	1,082.22	7,665.25
13/09/2012	0.00	0.00	0.00	3,298.90	509.67	3,808.57	5,149.71	901.46	6,051.17	5,149.71	982.88	6,132.59
13/12/2012	0.00	0.00	0.00	2,956.67	469.38	3,426.05	4,615.48	830.19	5,445.66	4,615.48	905.17	5,520.64
15/03/2013	0.00	0.00	0.00	2,983.59	433.26	3,416.85	4,657.50	766.31	5,423.81	4,657.50	835.52	5,493.02
14/06/2013	0.00	0.00	0.00	2,574.74	396.82	2,971.55	4,019.26	701.85	4,721.11	4,019.26	765.24	4,784.50
13/09/2013	0.00	0.00	0.00	2,533.59	365.36	2,898.95	3,955.02	646.22	4,601.25	3,955.02	704.59	4,659.61
13/12/2013	0.00	0.00	0.00	2,180.18	334.42	2,514.60	3,403.34	591.49	3,994.83	3,403.34	644.91	4,048.25
15/03/2014	0.00	0.00	0.00	2,233.15	307.79	2,540.93	3,486.03	544.38	4,030.41	3,486.03	593.55	4,079.58
14/06/2014	0.00	0.00	0.00	2,035.14	280.51	2,315.65	3,176.92	496.14	3,673.06	3,176.92	540.95	3,717.87
13/09/2014	0.00	0.00	0.00	2,041.52	255.65	2,297.17	3,186.89	452.17	3,639.06	3,186.89	493.01	3,679.90
13/12/2014	0.00	0.00	0.00	1,825.03	230.71	2,055.75	2,848.94	408.06	3,257.01	2,848.94	444.92	3,293.86
15/03/2015	0.00	0.00	0.00	1,915.77	208.42	2,124.19	2,990.58	368.63	3,359.21	2,990.58	401.93	3,392.51
14/06/2015	0.00	0.00	0.00	1,647.40	185.02	1,832.41	2,571.65	327.24	2,898.89	2,571.65	356.80	2,928.45
13/09/2015	0.00	0.00	0.00	1,678.21	164.89	1,843.11	2,619.75	291.65	2,911.40	2,619.75	317.99	2,937.74
13/12/2015	0.00	0.00	0.00	1,383.64	144.40	1,528.03	2,159.91	255.39	2,415.30	2,159.91	278.46	2,438.37
14/03/2016	0.00	0.00	0.00	10,437.53	127.49	10,565.03	16,293.38	225.50	16,518.88	16,293.38	245.87	16,539.25
	<b>100,000.00</b>	<b>3,182.98</b>	<b>103,182.98</b>	<b>100,000.00</b>	<b>17,519.23</b>	<b>117,519.23</b>	<b>100,000.00</b>	<b>25,509.00</b>	<b>125,509.00</b>	<b>100,000.00</b>	<b>27,812.92</b>	<b>127,812.92</b>

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

- The CPRs are assumed constant at 6.00%, 8.00% and 10.00%, respectively, throughout the life of the Bond Issue and the actual amortisation.
- The Net Outstanding Balance of Principal of the Bonds on each Payment Date, and therefore the interests to be paid on each of them, shall depend on the real early amortisation, the delinquency and the degree of defaults experienced by the Loans.
- The nominal interest rates of the Bonds are assumed to be constant for each Series from the second Interest Accrual Period onwards, and the interest rate of all the Series is variable.
- The hypothetical values mentioned at the beginning of this section are assumed in all cases.
- It is assumed that the Fund Manager shall exercise the Clean-Up Call option on the Fund and use this for the Early Amortisation of the Bond Issue, when the Outstanding Live Balance of the Non-defaulted Loans is less than 10% of the Initial Balance.
- In calculating the interest, equal quarters of 90 days have been considered, with the exception of the first which starts on the Closing Date and ends on the first Payment Date.

#### **4.11 REPRESENTATION OF THE SECURITIES HOLDERS**

For the securities included in this Bond Issue, a Syndicate of Bondholders will not be formed.

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

#### **4.12 RESOLUTIONS, AUTHORISATIONS AND APPROVALS FOR ISSUING THE SECURITIES**

##### **a) Company Resolutions.**

*Resolution for formation of the Fund, assignment of the Loans and issue of the Bonds:*

The Board of Directors of Gesticaixa, S.G.F.T., S.A., in its meeting held on **19.09.08**, resolved the following:

- i) The formation of GC FTPYME PASTOR 6, FTA in accordance with the legal regime established by Royal Decree 926/1998; by Law 19/1992 wherever Royal Decree 926/1998 may be silent and to the extent that it may be applicable; and in all other current legal provisions and regulations in force that may be applicable at any time.
- ii) The pooling into the Fund of the Loans assigned by Banco Pastor, S.A. which are derived from the Mortgage Loans and Non-Mortgage Loans granted by Banco Pastor, S.A. to non-financial small and medium-sized registered in Spain.
- iii) The issue of the Bonds against the fund.



***Loan Assignment resolution:***

The Board of Directors of Banco Pastor, S.A., in its meeting held on 24.07.08, resolved to authorise the assignment of the Mortgage Loans through the issue of mortgage transfer certificates and the assignment of Non-Mortgage Loans for the pooling thereof into the Fund.

**b) Registration by the CNMV.**

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

This Prospectus of formation of the Fund and issue of the Bonds was filed with the Official Registers of the CNMV on 25.11.08.

**c) Agreements Relative to the Granting of the State Warranty.**

In accordance with the provisions of the Order dated 10<sup>th</sup> January 2007, the Fund Manager has signed a Cooperation Agreement with the Ministry of Industry, Tourism and Commerce to form the Fund in order to favour business financing.

In addition, Banco Pastor, S.A. signed a Framework Cooperation Agreement with the Ministry of Industry, Tourism and Commerce on 10.11.08 to determine the credits suitable for assignment to the Fund.

The Ministry of Economy and Finance shall execute, by Ministerial Order, a Warranty for the Fund before the formation thereof, whereby the Spanish State will secure, with a waiver of the benefit of discussion established in Article 1830 of the Spanish Civil Code, the payment of the financial duties enforceable against the Fund derived from the Bonds of Series AG for a nominal amount of two hundred and two million (202,000,000) euros.

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

Once this Prospectus has been registered by the CNMV, the Fund Manager, together with Banco Pastor, S.A., as the Assignor of the Loans, shall proceed on 28.11.08 to execute the public deed of formation of GC FTPYME PASTOR 6, FONDO DE TITULIZACIÓN DE ACTIVOS by virtue of the Resolution of the Fund Manager dated 19.09.08 and the Resolution of the Board of Directors of Banco Pastor, S.A., dated 24.07.08, under the terms provided for in article 6 of Royal Decree 926/1998.

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

The Fund Manager shall send a copy of the Deed of Formation to the CNMV for its incorporation into the Official Registers, prior to the Bond Subscription Date.

**4.13 ISSUE DATE OF THE SECURITIES**

The securities shall be issued on the date that the Deed of Formation is executed, i.e., 28.11.08.

**4.13.1. Collective of potential investors.**

The subscription and placement of the Bond Issue is targeted at qualified investors in accordance with the definition of this term set forth in article 39 of Royal Decree 1310/2005, dated 4<sup>th</sup> November

The aforementioned notwithstanding, the Series AS, AG, B and C Bonds are issued with the intention of being subscribed in full by the Assignor without prejudice to having liquid assets that can be traded in the market and in addition the subscription of Series AS and AG shall be made in order to be used as collateral in transactions with the Eurosystem. As a consequence, the conditions of the issue of Series AS, AG, B and C Bonds do not constitute an estimate of prices for which these instruments could be sold on the secondary market or of the valuations which, possibly, could be made by the Eurosystem for the purposes of using them as collateral instruments in their operations concerning loans to the banking system.

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

#### **4.13.2. Subscription Date.**

The Subscription Date shall be 01.12.08, the Business Day prior to the Closing Date, and shall end that same day at 1:00 p.m.

#### **4.13.3 Manner and Date of closing**

Banco Pastor shall subscribe the entirety of the Bond Issue on its own behalf without prejudice to subsequent transferral to other investors, in accordance with current legislation and under the customary conditions of transferability of Bonds set forth in the Prospectus Schedule.

On the Closing Date, the Subscribing Entity shall pay the amount of the Bonds into the account opened on behalf of the Fund at the Paying Agent's, effective that same day before 10:15 a.m.

The Closing Date shall be 02.12.08.

#### **4.14 RESTRICTIONS ON THE FREE TRANSFERABILITY OF THE SECURITIES**

The Bonds may be freely transferred through any manner lawfully permitted and in accordance with the norms of the AIAF Market. Title over each Bond will be transmitted by accounting transfer. The recording in the accounting record of the transfer in favour of the acquiring party shall have the same effects as the transfer of title, and as from that moment the transfer may be effective 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 register, 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.

## **5. RESOLUTIONS ON THE ADMISSION TO TRADING AND NEGOTIATION**

### **5.1. MARKET IN WHICH THE SECURITIES WILL BE TRADED**

On the Closing Date, the Fund Manager shall immediately request the admission of the issue to trading on the AIAF Fixed-Income Market, an organised secondary official securities market created by the Asociación de Intermediarios de Activos Financieros [*Association of Financial Assets Brokers*]. The Fund Manager undertakes to have concluded the recording of the issue on the AIAF Market within the term of thirty days as from the Closing Date once the corresponding authorisations are obtained.

The Fund Manager expressly states that it is aware of the requirements and conditions demanded for the admission, permanence and exclusion of the securities in the AIAF Market, according to current legislation and the requirements of its governing bodies, and the Fund, through its Fund Manager, agrees to comply with them.

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

Likewise, the Fund Manager shall apply for inclusion of the issued Bonds in IBERCLEAR in a manner that provides for the compensation and settlement of the Bonds in accordance with the operating rules which, with regard to the securities admitted to trading on the AIAF Market and represented by book entries, are set forth or may be approved in the future by IBERCLEAR.

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

## 5.2 PAYING AGENT AND DEPOSITARY ENTITIES.

### **Name and address of any paying agent and of the deposit agents in each country.**

Any entities that participate in Iberclear may be Depositary Entities.

The financial servicing of the Bond issue shall be carried out through Banco Pastor, S.A., the entity which shall be designated as the Paying Agent. All payments to be made by the Fund to the Bondholders shall be made through the Paying agent.

The Fund Manager, on behalf of and representing the Fund, and Banco Pastor, S.A. shall enter into the Paying Agency Contract on the day when the Deed of Formation is executed.

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

- (i) Before 11:00 a.m. (CET) on the Closing Date, it shall pay into the Fund, by means of a deposit into the Treasury Account, effective that same day, the total amount of the subscriptions of the Bond Issue which, under the Management and Subscription Contract for the Bond Issue, it receives from the Subscribing Entity.
- (ii) On each of the Payment Dates of the Bonds, it shall pay the interest and redemption of the principal of the Bonds, after deducting the total amount of the tax withholding on account for the income from capital gains that, if applicable, may have to be made in accordance with the applicable tax legislation.

In consideration for the services to be provided by the Paying Agent, the Fund will pay to the same on each Payment Date during the life of the contract a fee of 8,000 euros, including taxes, where applicable. This fee shall be paid on the same Payment Date, provided that the Fund has sufficient liquidity according to the Cash Flow Waterfall established in section 3.4.6 of the Supplemental Addendum.

Should the Fund not have sufficient liquidity to pay the entire mentioned fee, the unpaid amounts will be accumulated, without penalty, together with the fee corresponding to the following Payment Date, unless 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 shall be terminated for all legal purposes in the event that the Rating Agency does not confirm the ratings assigned on a provisional basis to each

of the classes of Bonds as final prior to the Subscription Date, or in the event of the termination of the Management and Subscription Contract of the Bond Issue.

### **Substitution of the Paying agent**

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

In the event that the rating of the Paying Agent for its unsubordinated, unsecured short-term debt are reduced to a rating below P-1 on the Moody's rating scale at any time during the life of the Bond Issue, the Fund Manager shall, within thirty (30) Business Days calculated from the time that this situation takes place and following notification to the Rating Agency, put into practice any of the necessary options among those described below that allow an adequate level of guarantee with respect to the commitments derived from the functions contained in the Paying Agency Contract:

- (i) Obtain similar guarantees or commitments from a credit entity or entities with a rating of not less than P-1 granted by Moody's, or another one explicitly recognised by the Rating Agency, which guarantee the commitments assumed by the Paying Agent.
- (ii) Replace the Paying Agent with an entity with a rating for its short-term debt of not less than P-1 granted by Moody's, or another one explicitly recognised by the Ratings Agency, so that it may assume, under the same conditions, the functions of the affected entity established in its respective contract.

If Banco Pastor, S.A. were replaced as the Paying Agent, the Fund Manager shall be entitled to modify the fee paid to the replacement agent, which could be higher than that paid to Banco Pastor, S.A. under this Contract.

Likewise, the Paying Agent may consider the Paying Agency Contract to be terminated, subject to prior notification to the Fund Manager a minimum of two months in advance, in accordance with the terms set forth in the Paying Agency Contract, provided that (i) another entity with financial characteristics similar to Banco Pastor, S.A. with a short-term credit rating at least equal to P-1 on the Moody's scale or another one explicitly recognised by the Rating Agency, accepted by the Fund Manager, replaces it in the functions assumed by the Financial Agency contract and (ii) the CNMV and the Ratings Agencies are notified. Moreover, termination may not occur, unless authorised by the Fund Manager, until 20<sup>th</sup> day of the month following the month of the Payment Date

following the notification of termination. In the event of substitution caused by the relinquishment of the replaced entity, all costs derived from the substitution process shall be paid for by the latter. The administrative and management costs derived from the process of replacing the Paying agent as a result of the loss of a rating shall be payable by the replaced Paying agent.

**Publication of the amounts to be paid and establishments through which the financial service of the issue will be handled.** The payment of interest and amortisations shall be announced using the channels generally accepted by the market (AIAF, IBERCLEAR) that guarantee adequate diffusion of the information in time and content.

**Notification Dates of the payments to be made by the Fund on each Payment Date:** they shall be 12<sup>th</sup> March, 12<sup>th</sup> June, 12<sup>th</sup> September and 12<sup>th</sup> December of every year, or the immediately following Business Day in the event that any of the said days were not.

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

## 6. EXPENSES OF THE OFFER AND OF THE ADMISSION TO TRADING

The forecasted initial expenses are the following:

<b>Initial Expenses</b>	<b>Euros</b>
CNMV fees - Registration of Prospectus	40,609.93
CNMV fees - Supervision of Admission to AIAF	9,363.60
AIAF and IBERCLEAR fees	54,520.00
Notary duties, auditor fees, rating fees, legal advice fees, report expenses, translation, printing and miscellaneous.	289,506.47
<b>Subtotal</b>	
Commission for the State Warranty	606,000.00
<b>GENERAL TOTAL</b>	<b>1,000,000.00</b>

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

## **7. ADDITIONAL INFORMATION**

### **7.1. DECLARATION OF THE CAPACITY WHEREBY THE ADVISORS WHO ARE RELATED TO THE ISSUE AND ARE MENTIONED IN THE PROSPECTUS SCHEDULE HAVE ACTED**

Garrigues provided the legal advice for the formation of the Fund and the Bond Issue and revised the statements pertaining to the tax handling of the Fund, which are contained in section 4.5.1 of the Registration Document. The financial design of the operation was made by Banco Pastor, S.A. and GestiCaixa S.G.F.T., S.A.

### **7.2. OTHER INFORMATION IN THE PROSPECTUS SCHEDULE THAT HAS BEEN AUDITED OR REVIEWED BY AUDITORS**

Not applicable.

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

Deloitte was the auditor of a series of attributes of the loans selected under the terms of section 2.2 of the Supplemental Addendum.

### **7.4. INFORMATION COMING FROM THIRD PARTIES.**

The Fund Manager, within its verification duties established in this Prospectus, has received confirmation from Banco Pastor, S.A. with respect to the authenticity of the Assignor's characteristics as well as that of the Loans described in section 2.2.8 of the Supplemental Addendum, along with the rest of the Assignor's information included in this Prospectus.

In the Deed of Formation of the Fund, Banco Pastor, S.A. will reiterate to the Fund Manager the compliance with said characteristics on the Fund formation date.

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



## 7.5. SOLVENCY RATING ASSIGNED TO THE SECURITIES BY THE RATING AGENCIES

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

The Fund Manager, acting as the founder and legal representative of the Fund, and the Assignor, acting as the assignor of the Loans, have agreed to request ratings from Moody's Investors Service España, S.A. ("*Moody's*" or the "**Rating Agency**") for each of the Series of Bonds, pursuant to the provisions in article five of Royal Decree 926/1998, dated 14<sup>th</sup> May.

On the registration date of this Prospectus Schedule, the following preliminary ratings are determined for the Bonds, both ratings assigned on 24.11.08:

Series	Moody's
Series AS	Aaa
Series AG	Aaa
Series B	A2
Series C	Baa3

The Aaa rating for Series AG was granted prior to the State Warranty.

The task entrusted to the Rating Agency consists of appraising the Bonds.

A rating, by definition, is the opinion of the Rating Agency regarding the level of credit risk associated with the Bonds. In the event that any of the aforementioned provisional ratings given by the Ratings Agency may not be confirmed prior to the Subscription Date of the Bonds, the formation of the Fund and the Bond Issue shall be considered terminated.

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

- (i) are formulated by the Rating Agency based on wide-ranging information received by them. They do not guarantee the accuracy of this information or that it is complete, wherefore they cannot be held liable for the same under any circumstance;
- (ii) and they do not constitute and in no way could they be interpreted as an invitation, recommendation or incentive directed at investors so that they

proceed to carry out any operation with the Bonds and, in particular, to acquire, keep, encumber or sell these Bonds.

The ratings assigned by Moody's measure the expected loss before the Legal Final Maturity. In the opinion of Moody's, the structure allows for prompt payment of interest and payment of the principal throughout the life of the operation, and in any event before the Legal Final Maturity of the Fund.

The ratings by Moody's only measure the intrinsic credit risks of the operation; other types of risks that may have an important effect on the return of the investors are not measured.

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

The ratings may be revised, suspended or withdrawn at any time by the Rating Agency according to any information of which it may become aware. These situations, which do not constitute circumstances leading to a clean-up call on Fund, shall be immediately reported to both the CNMV and to the bondholders.

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

The Fund Manager shall make the utmost effort to maintain the ratings of the Bonds at its initial level and, in the event that the said rating drops, to recover it.

The Fund Manager, in representation of the Fund, undertakes to provide the Rating Agency with periodic information about the status of the Fund and of the Loans. It shall likewise provide said information whenever reasonably requested to do so and in any case, whenever there may be a modification to the conditions of the fund or to the contracts approved through the Fund Manager or to the interested parties.

**SUPPLEMENTAL ADDENDUM TO THE PROSPECTUS SCHEDULE**  
**(Appendix VIII of European Commission Regulation Number 809/2004,**  
**dated 29<sup>th</sup> April 2004)**

**SUPPLEMENTAL ADDENDUM**

**Minimum Revelation Requirements for the Supplemental Addendum of  
Asset-Guaranteed Securities**

**1. SECURITIES**

**1.1 MINIMUM DENOMINATION OF THE ISSUE**

“GC FTPYME PASTOR 6, FONDO DE TITULIZACIÓN DE ACTIVOS” (hereinafter, referred to interchangeably as the “*Fund*” or the “*Issuer*”), represented by GESTICAIXA, SGFT, S.A. (hereinafter, the “*Fund Manager*”) shall be formed with the Loans (as defined below) assigned to it by Banco Pastor, S.A. (hereinafter, “*Banco Pastor, S.A.*”, “**Banco Pastor**”, the “*Assignor*” or the “**Assigning Entity**” interchangeably) at the time of formation, whose maximum total principal or capital will be equal to five hundred million (500,000,000) euros.

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

Not applicable.

**2. UNDERLYING ASSETS**

**2.1 CONFIRMATION OF THE ABILITY OF THE SECURITISED ASSETS TO PRODUCE FUNDS PAYABLE ON THE SECURITIES**

The Fund Manager confirms that the flows of principal, ordinary interest, interest on arrears and any other amounts generated by the securitised assets, including accessory rights such as compensation arising from insurance policies, payments made as a result of potential guarantees, with the exception of subrogation fees, amortisation/early cancellation fees, and any other fee or supplement which shall correspond to the Assignor, are sufficient for honouring payments due and payable arising from the Bonds issued in keeping with their contractual characteristics.

However, in order to cover possible non-payment by the Obligors of the securitised assets, a series of credit-enhancing operations has been arranged in accordance with the applicable regulations to augment the security or regularity in the payment of the Bonds and to mitigate or neutralise differences in the interest rates on the assets and the Bonds of each Series. Even so, under exceptional circumstances the credit-improving operations could turn out to be insufficient. The credit-enhancing operations are described in part 3.4.2, 3.4.3 and 3.4.4 of this Supplemental Addendum.

Not all of the Bonds issued have the same risk of non-payment, as reflected in the credit ratings assigned by the *Rating Agency* to the Bonds of each of the Series detailed in section 7.5 of the Prospectus Schedule.

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

The provisions set forth in the preceding paragraphs are clearly stated by the Fund Manager based on the declarations made by the Assignor about the Loans likely to be assigned, which are included in section 2.2.8 of the Supplemental Addendum, based on all the information provided by the Assignor about each Loan likely to be assigned, based on the audit report of the same and based on the appraisal that results from the provisional ratings given to the Bonds by the Rating Agency.

## **2.2 ASSETS SUPPORTING THE BOND ISSUE**

The credit rights pooled in the Fund's assets are derived from bilateral loans selected from a portfolio of loans (hereinafter, the "*Loans*") to physical (self-employed) persons and non-financial bodies corporate with a registered address in Spain (hereinafter, the "*Obligors*") and assigned by the Assignor in the terms set out in the Order dated 10<sup>th</sup> January 2007, at least 90% of which are granted to small and medium-sized enterprises that comply with European Commission Recommendation 2003/261/EC, dated 6<sup>th</sup> May 2003, regarding the definition of

small and medium-sized enterprises (hereinafter, “SMEs” or, in singular, “SME”), and whose characteristics are described throughout this Supplemental Addendum.

The portfolio of selected loans from which the Loans to be assigned to the Fund when it is formed will be extracted is composed of 3,339 loans, with an Outstanding Balance as of 11.11.08 of 558,888,774.59 euros and a due and unpaid principal amount of 747,328.14 euros.

#### ***Audit of the Loans Securitised in the Fund***

The Loans have been audited by Deloitte S.L., which has its registered offices at Plaza Pablo Ruiz Picasso, num.1, 28020 Madrid, Spain, which holds of C.I.F. (Spanish Tax ID Number) B-79104469, and which is registered in the Companies Registry of Madrid, Volume 13,650, Folio 188, Section 8, Page M-54414. It is also registered in the R.O.A.C. under number S0692, in order to comply with the provisions set forth in Article five of Royal Decree 926/1998 of 14 May.

The Audit 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 which allow a conclusion to be reached about said population by analysing a number of entries (“samples”) smaller than the total group. The reliability level indicates the probability that the real number of entries with deviations from a rule existing in a population does not exceed a previously determined limit (“precision”). The chosen sample size and level of confidence determine that the non-existence of errors in the sample corresponds with a maximum of inferred errors for the population, always different than zero. The verification discusses a series of attributes, both quantitative and qualitative, about the operations of the sample, and specifically about the following: nature of the loan and of the assigned obligor, identification of the assigned obligor, SME accreditation, purpose of the operation, developer Loan, leasing operations, transfer of the assets, initial amount, formalisation date, maturity, initial amortisation period, outstanding balance, reference interest rate, differential, interest rate applied, delay in payments, assignor owning full title to the Loans, situation of bankruptcy, type of guarantee, and does not include loans granted to real estate developers for the construction or rehabilitation of housing for sale. In addition, the following attributed have been verified for mortgage loans: execution and registration of the mortgage loan, address of mortgaged property, valuation assessment and ratio of outstanding principle to the appraised value.

The Loans selected with errors detected in the verification of the sample will not be assigned to the Fund.

### **2.2.1 Legislation governing the securitised assets.**

The securitised assets are governed by Spanish law.

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

The Obligors of the Loans are physical (self-employed) persons and non-financial bodies corporate with a registered address in Spain, at least 90% of which are small and medium-sized enterprises that comply with European Commission Recommendation 2003/361/EC, dated 6<sup>th</sup> May 2003 on the definition of small and medium-sized enterprises (hereinafter, “SMEs ” or, in singular, “SME”).

#### **a) Information on the economic activity of the obligors by economic activity sector, according to the codes of the Spanish National Economic Activities Classification (CNAE) scheme.**

The following table shows the breakdown of the selected loans according to the CNAE codes of the obligor companies’ activities.

**Operations Portfolio at 11.11.08**

**CNAE classification**

CNAE description	Operations		Outstanding balance	
	Number	%	Amount	%
01- Farming, cattle breeding and hunting	87	2.61%	9,080,462.33	1.62%
02-Forestry management and timber farming	8	0.24%	1,313,735.91	0.24%
05-Fishing and aquaculture	20	0.60%	1,366,053.56	0.24%
10-Extraction and agglomeration of anthracite	1	0.03%	275,975.00	0.05%
11-Extraction of crude oil and natural gas	1	0.03%	1,953,874.59	0.35%
14-Mining of non-metallic minerals	19	0.57%	2,959,389.89	0.53%
15-Food products industry	74	2.22%	20,228,729.85	3.62%
16-Tobacco industry	1	0.03%	25,963.47	0.00%
17-Textile manufacturing	13	0.39%	1,633,391.10	0.29%
18-Apparel industry	11	0.33%	773,139.43	0.14%
19-Preparation and finishing of leather	3	0.09%	296,110.31	0.05%
20-Wood and cork industry	49	1.47%	5,140,154.56	0.92%
21-Paper industry	3	0.09%	251,297.76	0.04%
22-Publication, graphic arts and reproduction	25	0.75%	1,987,803.07	0.36%
24-Chemical industry	15	0.45%	4,920,011.77	0.88%
25-Manufacture of rubber products	12	0.36%	3,605,065.14	0.65%
26-Manufacturing of other mineral products	38	1.14%	5,010,771.22	0.90%
27-Metallurgy	19	0.57%	2,655,697.09	0.48%
28-Manufacture of metal products except machinery and plant	69	2.07%	12,040,896.15	2.15%
29-Machine-building industry	133	3.98%	17,261,825.81	3.09%
30-Office machinery production	1	0.03%	303,556.65	0.05%
31-Manufacture of machinery and electric material	16	0.48%	2,443,472.16	0.44%
32-Electronic material manufacturing	1	0.03%	80,656.44	0.01%
33-Manufacture of medical and surgical equipment	5	0.15%	1,458,737.56	0.26%
34-Manufacturing motor vehicles	6	0.18%	356,235.13	0.06%
35-Manufacturing other transport material	7	0.21%	423,110.88	0.08%
36-Manufacture of furniture. Other industries	22	0.66%	2,087,769.39	0.37%
37-Recycling	5	0.15%	452,232.34	0.08%
40-Energy production and distribution	26	0.78%	8,142,707.48	1.46%
41-Water intake, purification and distribution	1	0.03%	215,000.00	0.04%
45-Construction	404	12.10%	56,793,764.00	10.16%
50-Sale and maintenance of motor vehicles	80	2.40%	11,692,566.35	2.09%
51-Wholesale trade	298	8.92%	43,443,309.98	7.77%
52-Retail trade	416	12.46%	47,123,575.53	8.43%
55-Hostelry	287	8.60%	37,813,220.01	6.77%
60-Land transport; pipeline transport	244	7.31%	24,596,288.30	4.40%
61-Sea and coastal transportation	2	0.06%	2,497,542.13	0.45%
63-Activities related to transport	36	1.08%	4,101,175.09	0.73%
64-Postal services and telecommunications	10	0.30%	1,073,687.18	0.19%
70-Real estate activities	294	8.81%	140,324,723.87	25.11%
71-Rental of machinery and equipment without operator	24	0.72%	3,251,553.42	0.58%
72-IT activities	33	0.99%	5,213,956.44	0.93%
74-Other business activities	227	6.80%	39,994,747.41	7.16%
80-Education	32	0.96%	3,705,174.74	0.66%
85-Medical and veterinary activities	125	3.74%	16,299,912.81	2.92%
90-Activities in public sanitation	4	0.12%	222,879.06	0.04%
Leisure, cultural and sports activities	56	1.68%	6,226,025.23	1.11%
93-Various activities in personal services	76	2.28%	5,770,847.00	1.03%
<b>Portfolio Total</b>	<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

**b) Information on the outstanding principal of the selected loans**

The following table shows the breakdown of the Outstanding Balance of the Loans at 11.11.08 in the following intervals expressed in euros, as well as the average, minimum and maximum values.

Operations Portfolio at 11.11.08					
Classification by Outstanding Balance Intervals					
Intervals of Principal Euros		Operations		Outstanding balance	
		Number	%	Amount	%
0.00	49,999.99	1,302	38.99%	31,177,940.97	5.58%
50,000.00	99,999.99	630	18.87%	46,221,009.23	8.27%
100,000.00	149,999.99	440	13.18%	54,921,191.12	9.83%
150,000.00	199,999.99	333	9.97%	57,876,304.86	10.36%
200,000.00	249,999.99	149	4.46%	33,207,393.80	5.94%
250,000.00	299,999.99	103	3.08%	27,858,550.88	4.98%
300,000.00	349,999.99	80	2.40%	25,711,149.47	4.60%
350,000.00	399,999.99	46	1.38%	17,234,821.81	3.08%
400,000.00	449,999.99	38	1.14%	15,894,710.14	2.84%
450,000.00	499,999.99	29	0.87%	13,783,308.78	2.47%
500,000.00	549,999.99	27	0.81%	13,942,053.86	2.49%
550,000.00	599,999.99	14	0.42%	8,059,842.92	1.44%
600,000.00	649,999.99	20	0.60%	12,323,848.82	2.21%
650,000.00	699,999.99	4	0.12%	2,676,257.03	0.48%
700,000.00	749,999.99	9	0.27%	6,520,960.64	1.17%
750,000.00	799,999.99	6	0.18%	4,592,325.20	0.82%
800,000.00	849,999.99	4	0.12%	3,356,834.78	0.60%
850,000.00	899,999.99	8	0.24%	6,924,500.72	1.24%
900,000.00	949,999.99	7	0.21%	6,423,541.55	1.15%
950,000.00	999,999.99	6	0.18%	5,835,969.16	1.04%
1,000,000.00	1,049,999.99	7	0.21%	7,084,087.41	1.27%
1,050,000.00	1,099,999.99	5	0.15%	5,373,817.98	0.96%
1,100,000.00	1,149,999.99	3	0.09%	3,344,307.71	0.60%
1,150,000.00	1,199,999.99	3	0.09%	3,527,024.63	0.63%
1,200,000.00	1,249,999.99	2	0.06%	2,400,000.00	0.43%
1,250,000.00	1,299,999.99	4	0.12%	5,067,583.12	0.91%
1,300,000.00	1,349,999.99	4	0.12%	5,241,190.13	0.94%
1,350,000.00	1,399,999.99	2	0.06%	2,711,268.05	0.49%
1,400,000.00	1,449,999.99	5	0.15%	7,048,349.65	1.26%
1,500,000.00	1,549,999.99	2	0.06%	3,006,676.35	0.54%
1,550,000.00	1,599,999.99	1	0.03%	1,578,384.68	0.28%
1,600,000.00	1,649,999.99	2	0.06%	3,200,000.00	0.57%
1,650,000.00	1,699,999.99	2	0.06%	3,379,325.95	0.60%
1,700,000.00	1,749,999.99	2	0.06%	3,474,767.11	0.62%
1,750,000.00	1,799,999.99	1	0.03%	1,755,814.18	0.31%
1,800,000.00	1,849,999.99	1	0.03%	1,817,357.00	0.33%
1,850,000.00	1,899,999.99	4	0.12%	7,499,846.78	1.34%
1,950,000.00	1,999,999.99	1	0.03%	1,953,874.59	0.35%
2,000,000.00	2,049,999.99	3	0.09%	6,010,576.65	1.08%
2,100,000.00	2,149,999.99	1	0.03%	2,100,000.00	0.38%



2,150,000.00	2,199,999.99	1	0.03%	2,150,600.00	0.38%
2,200,000.00	2,249,999.99	2	0.06%	4,474,659.73	0.80%
2,300,000.00	2,349,999.99	4	0.12%	9,291,082.86	1.66%
2,400,000.00	2,449,999.99	1	0.03%	2,405,600.00	0.43%
2,450,000.00	2,499,999.99	1	0.03%	2,494,000.00	0.45%
2,500,000.00	2,549,999.99	1	0.03%	2,507,059.69	0.45%
2,550,000.00	2,599,999.99	1	0.03%	2,550,000.00	0.46%
2,600,000.00	2,649,999.99	2	0.06%	5,240,000.00	0.94%
2,650,000.00	2,699,999.99	1	0.03%	2,650,000.00	0.47%
2,900,000.00	2,949,999.99	1	0.03%	2,900,000.00	0.52%
3,000,000.00	3,049,999.99	1	0.03%	3,000,000.00	0.54%
3,050,000.00	3,099,999.99	1	0.03%	3,076,000.00	0.55%
3,100,000.00	3,149,999.99	1	0.03%	3,100,000.00	0.55%
3,250,000.00	3,299,999.99	1	0.03%	3,253,693.00	0.58%
3,300,000.00	3,349,999.99	2	0.06%	6,605,607.50	1.18%
3,450,000.00	3,499,999.99	1	0.03%	3,454,497.15	0.62%
3,700,000.00	3,749,999.99	1	0.03%	3,700,000.00	0.66%
3,750,000.00	3,799,999.99	2	0.06%	7,529,000.00	1.35%
3,850,000.00	3,899,999.99	1	0.03%	3,859,320.95	0.69%
3,950,000.00	3,999,999.99	1	0.03%	3,955,386.00	0.71%
4,000,000.00	4,049,999.99	1	0.03%	4,000,000.00	0.72%
4,550,000.00	4,599,999.99	1	0.03%	4,575,500.00	0.82%
<b>Portfolio Total</b>		<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>
<b>Average outstanding balance:</b>				<b>167,382.08</b>	
<b>Maximum outstanding balance:</b>				<b>4,575,500.00</b>	
<b>Minimum outstanding balance:</b>				<b>4,359.77</b>	

**c) Information on the applicable nominal interest rates: maximum, minimum and average rates for the selected loans**

The following chart shows the breakdown of the selected loans at intervals of the applicable nominal interest rate expressed as percentage on **11.11.08**, as well as the average, minimum and maximum values.

<b>Operations Portfolio at 11.11.08</b>					
<b>Classification by Nominal Interest</b>					
<b>Interest interval (%)</b>		<b>Operations</b>		<b>Outstanding balance</b>	
		<b>Number</b>	<b>%</b>	<b>Amount</b>	<b>%</b>
3.5	3.99	2	0.06%	225,607.62	0.04%
4	4.49	3	0.09%	843,818.17	0.15%
4.5	4.99	188	5.63%	20,792,155.24	3.72%
5	5.49	642	19.23%	124,759,919.51	22.32%
5.5	5.99	1,198	35.88%	205,431,606.99	36.76%
6	6.49	535	16.02%	108,547,588.72	19.42%
6.5	6.99	439	13.15%	86,616,161.19	15.50%
7	7.49	195	5.84%	8,413,758.23	1.51%
7.5	7.99	85	2.55%	2,192,517.40	0.39%
8	8.49	20	0.60%	461,353.44	0.08%
8.5	8.99	26	0.78%	457,775.53	0.08%
9	9.49	5	0.15%	141,010.31	0.03%
9.5	9.99	1	0.03%	5,502.24	0.00%
<b>Portfolio Total</b>		<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>
<b>Weighted Average Interest:</b>				<b>5.888%</b>	
<b>Maximum Interest:</b>				<b>9.650%</b>	
<b>Minimum Interest:</b>				<b>3.850%</b>	

**d) Information on the maximum interest rates applicable to the selected loans**

For part of the selected loans, a maximum nominal interest rate limits the variability of the applicable interest rate in an upward direction. The minimum nominal interest rates applicable to the loans selected on 11.11.08 range between 9.75% and 12.75%.

The following table shows the distribution of the loans at intervals of 0.50% of the maximum interest rate applicable to calculate the nominal interest rate of the loans.

Operations Portfolio at 11.11.08					
Classification by Applicable Maximum Nominal Interest Rate					
Interest interval (%)		Operations		Outstanding balance	
		Number	%	Amount	%
9.75	9.99	23	0.69%	3,464,030.04	0.62%
10.5	10.99	2	0.06%	261,061.57	0.05%
11	11.49	1	0.03%	7,014.77	0.00%
11.5	11.99	116	3.47%	19,875,529.36	3.56%
12	12.49	1	0.03%	260,063.56	0.05%
12.5	12.75	466	13.96%	74,957,279.40	13.41%
No maximum rate		2,730	81.76%	460,063,795.89	82.32%
<b>Portfolio Total</b>		<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

**e) Information on the minimum interest rates applicable to the selected loans**

For part of the selected loans, a minimum nominal interest rate limits the variability of the applicable interest rate in a downward direction. The minimum nominal interest rates applicable to the loans selected on 11.11.08 range between 2.25% and 7.50%.

The following table shows the distribution of the loans at intervals of 0.50% of the minimum interest rate applicable to calculate the nominal interest rate of the loans.

Operations Portfolio at 11.11.08					
Classification by Applicable Minimum Nominal Interest Rate					
Interest interval		Operations		Outstanding balance	
(%)		Number	%	Amount	%
2.25	2.49	18	0.54%	4,992,852.54	0.89%
2.5	2.99	6	0.18%	1,597,244.03	0.29%
3	3.49	115	3.44%	20,642,058.45	3.69%
3.5	3.99	389	11.65%	78,988,568.53	14.13%
4	4.49	464	13.90%	92,616,148.78	16.57%
4.5	4.99	260	7.79%	80,806,451.48	14.46%
5	5.49	261	7.82%	70,848,021.07	12.68%
5.5	5.99	365	10.93%	68,060,052.49	12.18%
6	6.49	229	6.86%	17,684,733.31	3.16%
6.5	6.99	61	1.83%	2,951,737.35	0.53%
7	7.49	44	1.32%	1,478,082.95	0.26%
7.5		8	0.24%	197,870.62	0.04%
Sin Tipo Mínimo		1,119	33.51%	118,024,952.99	21.12%
<b>Portfolio Total</b>		<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

**f) Information on geographic distribution by Autonomous Community**

The following chart shows the distribution of the loans by Autonomous Community, according to the Autonomous Communities where the obligor companies are domiciled.

Operations Portfolio at 11.11.08					
Geographical Classification by Region					
Province	Operations		Outstanding balance		
	Number	%	Amount	%	
BARCELONA	307	9.19%	69,458,934.09	12.43%	
A CORUÑA	485	14.53%	61,978,977.76	11.09%	
MADRID	318	9.52%	58,789,999.69	10.52%	
PONTEVEDRA	412	12.34%	46,910,894.96	8.39%	
ASTURIAS	180	5.39%	28,813,071.17	5.16%	
VALENCIA	162	4.85%	27,506,504.36	4.92%	
SEVILLA	90	2.70%	25,776,236.56	4.61%	
SARAGOSSA	76	2.28%	21,054,918.13	3.77%	
MURCIA	105	3.14%	17,836,029.97	3.19%	
LUGO	177	5.30%	15,568,441.00	2.79%	
MALAGA	47	1.41%	14,154,803.69	2.53%	
ORENSE	115	3.44%	13,402,943.63	2.40%	
VIZCAYA	100	2.99%	12,714,765.98	2.28%	
CASTELLON	39	1.17%	12,173,778.37	2.18%	
ALICANTE	61	1.83%	12,099,211.27	2.16%	
VALLADOLID	38	1.14%	10,792,879.22	1.93%	

LEON	121	3.62%	9,862,243.87	1.76%
CADIZ	21	0.63%	8,037,048.57	1.44%
LLEIDA	51	1.53%	7,064,800.70	1.26%
HUESCA	2	0.06%	7,003,693.00	1.25%
TARRAGONA	35	1.05%	6,761,390.44	1.21%
SALAMANCA	17	0.51%	6,163,455.93	1.10%
ZAMORA	30	0.90%	5,646,252.84	1.01%
JAEN	13	0.39%	4,984,602.94	0.89%
GRANADA	22	0.66%	4,822,396.13	0.86%
BURGOS	21	0.63%	4,527,377.05	0.81%
SANTANDER	31	0.93%	4,436,161.11	0.79%
LAS PALMAS	41	1.23%	4,343,352.80	0.78%
HUELVA	12	0.36%	4,304,326.50	0.77%
GUIPUZKOA	15	0.45%	4,268,334.76	0.76%
TENERIFE	17	0.51%	2,998,129.38	0.54%
BADAJOZ	15	0.45%	2,937,939.14	0.53%
ALAVA	20	0.60%	2,887,479.82	0.52%
NAVARRRE	17	0.51%	2,703,062.10	0.48%
ALBACETE	25	0.75%	2,632,325.51	0.47%
GIRONA	19	0.57%	2,492,033.35	0.45%
TOLEDO	24	0.72%	2,323,968.51	0.42%
ALMERIA	14	0.42%	2,155,828.42	0.39%
LA RIOJA	5	0.15%	1,651,762.62	0.30%
CIUDAD REAL	5	0.15%	1,189,546.91	0.21%
BALEARIC ISLANDS	8	0.24%	762,930.05	0.14%
CORDOBA	7	0.21%	709,336.49	0.13%
PALENCIA	8	0.24%	681,425.44	0.12%
GUADALAJARA	4	0.12%	671,839.88	0.12%
SEGOVIA	4	0.12%	569,788.52	0.10%
CACERES	2	0.06%	232,703.75	0.04%
TERUEL	1	0.03%	30,848.21	0.01%
<b>Portfolio Total</b>	<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

**g) Table showing the ten obligors with the most weight in the portfolio**

The following chart shows the concentration of the ten obligors with the most weight in the portfolio of loans selected on 11.11.08.

Operations Portfolio at 11.11.08		
Classification by Obligor		
Obligor	Outstanding balance	
	Amount	%
Obligor 1	4,575,500.00	0.82%
Obligor 2	4,000,000.00	0.72%
Obligor 3	3,955,386.00	0.71%
Obligor 4	3,859,320.95	0.69%
Obligor 5	3,779,000.00	0.68%
Obligor 6	3,750,000.00	0.67%
Obligor 7	3,700,000.00	0.66%
Obligor 8	3,690,000.00	0.66%
Obligor 9	3,454,497.15	0.62%
Obligor 10	3,450,000.00	0.62%
Remaining obligors	520,675,070.49	93.16%
<b>Total</b>	<b>558,888,774.59</b>	<b>6.84%</b>

#### h) Distribution by Reference Interest Rate

The following table shows the distribution of the Loans in accordance with the rate of reference interest applicable for the calculation of the nominal rate of interest of each one of them.

Operations Portfolio at 11.11.08				
Classification by reference index of the interest rate				
Reference Index	Operations		Outstanding balance	
	Number	%	Amount	%
EURIBOR - A LAS 11 HORAS	2,289	68.55%	471,769,222.49	84.41%
FIXED RATE	10	0.30%	1,193,924.66	0.21%
MIBOR BANC.ESP.	562	16.83%	44,107,693.25	7.89%
I.R.M.H. INDICE REF. MERC. HIPOT.	478	14.32%	41,817,934.19	7.48%
<b>Portfolio Total</b>	<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

#### i) Distribution by Formalisation Date of the Loans

The following table shows the breakdown of loans based on the formalization date (hereinafter the "Formalization Date").

<b>Operations Portfolio at 11.11.08</b>					
<b>Classification by age of the formalisation date</b>					
<b>Interval</b>		<b>Operations</b>		<b>Outstanding balance</b>	
<b>Date of formalisation</b>		<b>Number</b>	<b>%</b>	<b>Amount</b>	<b>%</b>
01/07/2005	31/12/2005	6	0.18%	902,535.27	0.16%
01/01/2006	30/06/2006	193	5.78%	28,220,987.18	5.05%
01/07/2006	31/12/2006	243	7.28%	61,300,461.44	10.97%
01/01/2007	30/06/2007	680	20.37%	113,329,344.93	20.28%
01/07/2007	31/12/2007	885	26.50%	165,851,822.64	29.68%
01/01/2008	30/06/2008	1,201	35.97%	171,328,804.35	30.66%
01/07/2008	31/12/2008	131	3.92%	17,954,818.78	3.21%
<b>Portfolio Total</b>		<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>
<b>Seasoning</b>				<b>1.20 years</b>	
<b>Maximum Age:</b>				<b>20/10/2005</b>	
<b>Minimum Age:</b>				<b>28/08/2008</b>	

**j) Distribution by Date of Final Amortisation**

The following table shows the distribution of the Loans according to their date of final amortisation.

<b>Operations Portfolio at 11.11.08</b>				
<b>Classification by Final Amortisation Date</b>				
<b>Maturity Date</b>	<b>Operations</b>		<b>Outstanding balance</b>	
	<b>Number</b>	<b>%</b>	<b>Amount</b>	<b>%</b>
2009	187	5.60%	75,531,066.00	13.51%
2010	174	5.21%	24,220,868.04	4.33%
2011	214	6.41%	30,174,108.30	5.40%
2012	373	11.17%	32,502,026.77	5.82%
2013	412	12.34%	27,962,196.29	5.00%
2014	182	5.45%	20,229,160.83	3.62%
2015	254	7.61%	30,925,785.56	5.53%
2016	93	2.79%	8,204,929.83	1.47%
2017	81	2.43%	11,234,201.75	2.01%
2018	62	1.86%	17,396,757.97	3.11%
2019	53	1.59%	11,148,876.52	1.99%
2020	48	1.44%	9,361,241.02	1.67%
2021	56	1.68%	15,305,225.71	2.74%
2022	178	5.33%	51,444,735.86	9.20%
2023	96	2.88%	25,622,493.86	4.58%
2024	9	0.27%	1,541,936.99	0.28%
2025	24	0.72%	5,561,513.95	1.00%
2026	63	1.89%	11,214,232.77	2.01%
2027	91	2.73%	19,881,315.97	3.56%
2028	38	1.14%	7,728,629.66	1.38%
2029	13	0.39%	2,555,028.66	0.46%
2030	12	0.36%	3,396,847.13	0.61%
2031	72	2.16%	12,054,808.43	2.16%
2032	78	2.34%	12,748,437.26	2.28%
2033	26	0.78%	4,426,669.55	0.79%
2034	5	0.15%	1,006,918.42	0.18%
2035	7	0.21%	1,521,979.44	0.27%
2036	83	2.49%	16,394,433.12	2.93%
2037	104	3.11%	20,956,960.01	3.75%
2038	29	0.87%	4,984,978.42	0.89%
2039	4	0.12%	807,500.90	0.14%
2040	3	0.09%	511,918.45	0.09%
2041	52	1.56%	9,535,719.93	1.71%
2042	98	2.94%	17,935,338.39	3.21%
2043	10	0.30%	1,932,006.85	0.35%
2045	4	0.12%	882,232.96	0.16%
2047	40	1.20%	7,466,618.23	1.34%
2048	11	0.33%	2,579,074.79	0.46%
<b>Portfolio Total</b>	<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>
<b>Weighted average maturity:</b>			<b>12.40 years</b>	
<b>Maximum maturity:</b>			<b>30/04/2048</b>	
<b>Minimum maturity:</b>			<b>04/01/2009</b>	



k) Information on the selected Loans guarantee.

Operations Portfolio at 11.11.08				
Classification by Type of Guarantee				
	Operations		Outstanding balance	
	Number	%	Amount	%
MORTGAGE	1,504	45.04%	372,302,267.70	66.61%
NON-MORTGAGE	1,835	54.96%	186,586,506.89	33.39%
<b>Portfolio Total</b>	<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

\*Loans not backed by a mortgage that may or not be backed by other real guarantees or by personal third-party guarantees.

l) Information on the distribution of the Loans by type of Mortgage Guarantee.

Operations Portfolio at 11.11.08				
Classification by Type of Mortgage Guarantee				
	Operations		Outstanding balance	
	Number	%	Amount	%
FLAT-DWELLING	703	46.74%	108,911,285.98	29.25%
PLOT	87	5.78%	72,794,187.14	19.55%
SINGLE-FAM. HOUSE	354	23.54%	73,848,072.37	19.84%
BUSINESS PREMISES	210	13.96%	48,610,651.39	13.06%
INDUSTRIAL PREMISES	85	5.65%	31,774,897.42	8.53%
RURAL ESTATE	27	1.80%	24,335,790.91	6.54%
BUILDINGS (NOT DEVELOPMENT)	28	1.86%	11,657,402.48	3.13%
PARKING SPOT	9	0.60%	274,165.67	0.07%
STORAGE ROOM	1	0.07%	95,814.34	0.03%
<b>Portfolio Total</b>	<b>1,504</b>	<b>100.00%</b>	<b>372,302,267.70</b>	<b>100.00%</b>

m) Information on the breakdown of the Loans by period of revision of the interest rate

Operations Portfolio at 11.11.08				
Classification by Frequency of Revision of Interest Rates				
Revision Period	Operations		Outstanding balance	
	Number	%	Amount	%
Annual	2,166	64.87%	416,843,372.18	74.58%
Six-monthly	630	18.87%	65,632,682.80	11.74%
Fixed	478	14.32%	41,817,934.19	7.48%
Quarterly	33	0.99%	15,874,834.03	2.84%
Otros (inferior a 12 meses)	32	0.96%	18,719,951.39	3.35%
<b>Portfolio Total</b>	<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

n) **Information on the type of Obligor for the selected Loans.**

Operations Portfolio at 11.11.08				
Classification by Type of Obligor				
Type of Obligor	Operations		Outstanding balance	
	Number	%	Amount	%
SME	572	17.13%	138,903,776.14	24.85%
Self-employed	1,746	52.29%	211,606,715.60	37.86%
Micro company	946	28.33%	168,151,224.82	30.09%
Non-SME	75	2.25%	40,227,058.03	7.20%
<b>Portfolio Total</b>	<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

\*The breakdown by type of obligor was carried out according to the definition of SME espoused in European Commission Recommendation 2003/361/EC, dated 6<sup>th</sup> May 2003. Non-SME refers to the Obligors that do not meet this definition.

o) **Indication of the existence of late payments of the principal or interest on the Loans**

Operations Portfolio at 11.11.08				
Late Payments of Instalments Due				
Day Interval	Operations		Outstanding balance	
	Number	%	Amount	%
Up to date with payment	2,819	84.43%	462,512,973.41	82.76%
Lower than 30 days	378	11.32%	62,931,051.58	11.26%
Between 30 and 60 days	116	3.47%	26,314,196.12	4.71%
Between 60 and 90 days	26	0.78%	7,130,553.48	1.28%
Higher than 90 days	0	0.00%	0.00	0.00%
<b>Portfolio Total</b>	<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

p) **Information on the frequency that the capital and interest on the Loans are billed**

The following table shows the breakdown of how frequently the profile's interest and capital are billed as of 11.11.08.

Operations Portfolio at 11.11.08				
Classification by Frequency of Billing Interest				
Billing Period	Operations		Outstanding balance	
	Number	%	Amount	%
Monthly	2,234	66.91%	367,714,324.98	65.79%
Quarterly	726	21.74%	164,092,022.07	29.36%
Six-monthly	379	11.35%	27,082,427.54	4.85%
<b>Portfolio Total</b>	<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

Operations Portfolio at 11.11.08				
Classification by Frequency of Billing of Capital				
Billing Period	Operations		Outstanding balance	
	Number	%	Amount	%
Monthly	2,202	65.95%	341,526,095.87	61.11%
Quarterly	575	17.22%	83,590,283.90	14.96%
Six-monthly	376	11.26%	26,716,800.26	4.78%
Schedule	25	0.75%	7,241,357.16	1.30%
Amortisation at Maturity	161	4.82%	99,814,237.40	17.86%
<b>Portfolio Total</b>	<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

q) Information on the capital amortisation system of the Loans

Operations Portfolio at 11.11.08				
Classification by Capital Amortisation System				
Billing Period	Operations		Outstanding balance	
	Number	%	Amount	%
French system	2,588	77.51%	403,219,198.78	72.15%
Constant instalment of capital	565	16.92%	48,613,981.25	8.70%
Schedule	25	0.75%	7,241,357.16	1.30%
Amortisation at Maturity	161	4.82%	99,814,237.40	17.86%
<b>Portfolio Total</b>	<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

The maturity of the Loans with the system of amortisation of capital at maturity is as follows:

Operations Portfolio at 11.11.08				
Classification by Maturity of Operations with System of Amortisation at Maturity				
Billing Period	Operations		Outstanding balance	
	Number	%	Amount	%
2009	122	75.78%	67,008,619.88	67.13%
2010	22	13.66%	15,240,957.52	15.27%
2011	11	6.83%	12,930,660.00	12.95%
2012	4	2.48%	4,394,000.00	4.40%
2013	1	0.62%	140,000.00	0.14%
2018	1	0.62%	100,000.00	0.10%
<b>Portfolio Total</b>	<b>161</b>	<b>100.00%</b>	<b>99,814,237.40</b>	<b>100.00%</b>

r) **Information on the distribution of the Loans by grace period**

Operations Portfolio at 11.11.08				
Classification by grace period on capital				
	Operations		Outstanding balance	
	Number	%	Amount	%
WITHOUT GRACE PERIOD ON CAPITAL	3,143	94.13%	492,842,114.31	88.18%
GRACE PERIOD ON CAPITAL				
Up to 12 months	123	5.54%	47,691,446.99	8.53%
From 12 to 37 months	73	2.19%	18,355,213.29	3.28%
<b>Portfolio Total</b>	<b>3,339</b>	<b>101.86%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

The grace period indicated in the prior table is considered from the date of the portfolio.

s) **Information regarding the purpose of the Loans**

Operations Portfolio at 11.11.08				
Classification by Purpose of the Loan				
	Operations		Outstanding balance	
	Number	%	Amount	%
HOME (PURCHASE AND ACQUISITION)*	1,084	32.46%	183,940,080.30	32.91%
VEHICLES (PURCHASE AND REPAIR)	314	9.40%	11,448,681.54	2.05%
PARKING, BUSINESS PREMISES AND LAND (PURCHASE AND ACQ)	614	18.39%	202,459,796.36	36.23%
CIRCULATING CAPITAL	173	5.18%	28,339,051.41	5.07%
MACHINERY AND EQUIPMENT	951	28.48%	103,855,878.55	18.58%
MISCELLANEOUS	203	6.08%	28,845,286.43	5.16%
<b>Portfolio Total</b>	<b>3,339</b>	<b>100.00%</b>	<b>558,888,774.59</b>	<b>100.00%</b>

\*For business purpose

### 2.2.3 Legal nature of the assets

The selected loans can be classified according to their additional securities in:

- Mortgage Loans:

Loans secured with a real estate mortgage, formally executed in a public instrument, which can additionally incorporate personal, third-party guaranties.

The Mortgage Loans have been formally executed in a public instrument subject to the Spanish Mortgage Act, dated 8<sup>th</sup> February 1946; Law 2/1981, dated 25<sup>th</sup> March, regulating the mortgage market; and complementary provisions.

The Mortgage Loans shall be assigned to the Fund through the issue by Banco Pastor, S.A. and the subscription by the Fund of Mortgage Transfer Certificates subject to the provisions set forth by Law 2/1981 and by the fifth additional provision of Law 3/1994 in its current wording in accordance with the terms provided for in section 3.3 of this Supplemental Addendum.

- Non-Mortgage Loans:

The Non-Mortgage Loans have been formally executed by contract before a notary public and in some cases by means of a private document.

Non-Mortgage Loans shall be assigned to the Fund directly by sale through Banco Pastor, S.A. and acquisition by the Fund in accordance with the terms set forth in section 3.3 of this Supplemental Addendum.

### 2.2.4 Maturity or expiration date or dates of the assets

Each one of the selected Loans has a due date, notwithstanding the periodical partial payments made pursuant to the special conditions of each loan.

At any given moment in the life of the Loans, the Obligors can repay part or all of the capital pending amortisation, halting the accrual of interest on the part repaid in advance from the time that repayment occurs.

**The final maturity of the selected loans is 30.04.48.** In any case, the last date of amortisation of the Loans shall be at most 30.04.48.

### **2.2.5 Asset amount**

The Fund's assets shall consist of Non-Mortgage Loans and the Mortgage Transfer Certificates assigned and issued, respectively, by Banco Pastor, S.A., and selected from among those comprising the audited portfolio, with an Initial Balance that is equal to or as close as possible, by default, to five hundred million (500,000,000) euros.

The portfolio of selected Loans from which the Loans to be assigned to the Fund on the Formation Date will be extracted is composed of 3,339 loans, with an Outstanding Balance as of 11.11.08 of 558,888,774.59 euros and a due and unpaid principal amount of **747,328.14** euros.

### **2.2.6 Ratio of outstanding principal to the appraised value or level of over collateralisation.**

The selected loans with mortgage guarantees as of 11.11.08 are 1,504 with an Outstanding Balance of 372,302,267.70 euros.

The ratio, expressed as a percentage, between the Outstanding Balance as of 11.11.08 and the appraised value of the properties guaranteed by the selected mortgage loans on the date the Mortgage Loans were granted was between 1.97% and 417.39% with a weighted average of Outstanding Balance for each Mortgage Loan of 63.90%. All the Mortgage Loans are with full domain.

When calculating the ratio, all of the mortgage guarantees backing the Mortgage Loan were taken into consideration.

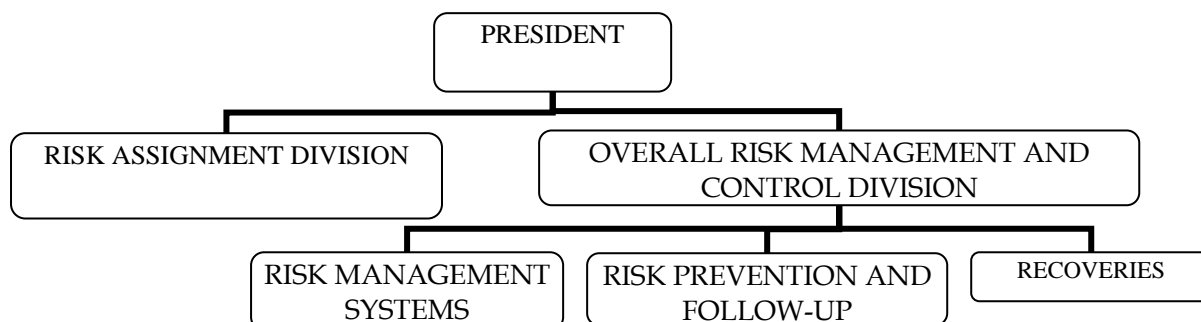
Operations Portfolio at 11.11.08							
Classification by Loan Balance/Appraisal Value ratio							
Interval of Ratio		Operations		Outstanding balance		Appraisal Value	
		Number	%	Amount	%	Amount	%
0%	4.99%	1	0.07%	268,000.00	0.07%	13,627,210.00	1.96%
5%	9.99%	13	0.86%	1,841,344.69	0.49%	26,602,296.27	3.83%
10%	14.99%	15	1.00%	1,227,343.24	0.33%	9,225,710.85	1.33%
15%	19.99%	33	2.19%	2,440,176.10	0.66%	13,952,799.00	2.01%
20%	24.99%	28	1.86%	3,027,890.87	0.81%	13,368,332.68	1.92%
25%	29.99%	34	2.26%	6,992,678.69	1.88%	25,090,674.03	3.61%
30%	34.99%	69	4.59%	16,101,967.86	4.32%	50,674,623.95	7.29%
35%	39.99%	58	3.86%	9,087,983.90	2.44%	24,059,762.38	3.46%
40%	44.99%	83	5.52%	20,879,127.74	5.61%	48,625,995.20	7.00%
45%	49.99%	102	6.78%	21,724,640.20	5.84%	45,716,122.91	6.58%
50%	54.99%	107	7.11%	23,795,211.52	6.39%	45,439,935.12	6.54%
55%	59.99%	124	8.24%	32,198,502.09	8.65%	56,168,556.44	8.08%
60%	64.99%	150	9.97%	49,329,898.18	13.25%	78,814,494.98	11.34%
65%	69.99%	151	10.04%	44,191,141.62	11.87%	65,422,162.89	9.42%
70%	74.99%	165	10.97%	45,260,955.99	12.16%	62,596,744.92	9.01%
75%	79.99%	306	20.35%	68,022,561.00	18.27%	87,562,915.81	12.60%
80%	84.99%	22	1.46%	8,519,894.53	2.29%	10,371,415.64	1.49%
85%	89.99%	19	1.26%	7,941,603.29	2.13%	9,100,835.12	1.31%
90%	94.99%	9	0.60%	5,278,107.83	1.42%	5,652,397.31	0.81%
95%	100.00%	14	0.93%	2,162,661.71	0.58%	2,206,470.20	0.32%
> 100%		1	0.07%	2,010,576.65	0.54%	481,700.00	0.07%
<b>Total Cartera</b>		<b>1,504</b>	<b>100.00%</b>	<b>372,302,267.70</b>	<b>100.00%</b>	<b>694,761,155.70</b>	<b>100.00%</b>

## 2.2.7 Asset Creation Method

The loans selected for assignment to the Fund have been assigned by Banco Pastor, S.A. following its usual procedures for credit risk analysis and assessment for granting loans to small and medium enterprises. The procedures used by Banco Pastor, S.A. are described below:

### 1. INTRODUCTION

The organisational structure of the Risk Division and the functions of the Risk Division, including a description of the competencies of the various units that it comprises, are shown below:



The Risk Division is responsible for the following functions:

- Directing and coordinating the management of the credit risk of the Bank and the financial group companies with a single and global perspective that allows the company to formulate growth plans in a stable, sustainable framework as an improvement in efficiency.
- Proposing the activities required to define a credit risk policy.
- Managing and administering the credit risk policy.
- And defining and assigning attributes for administering credit risk in accordance with the delegation it has been granted.

With the purposes of achieving, over time, two unwavering goals:

- Guaranteeing the solvency of the Group
- Giving value to shareholders

#### **Risk Assignment Division**

- - Analysis, evaluation and/or approval of the risk operations that, in accordance with the current attributes, cannot be resolved by the corresponding business units.
- - Support for the arrangement of Promotional Loan operations and control of partial provisions.
- - Advising for Business units on risk analysis and evaluation aspects.

#### **Overall Risk Management and Control Division**

- In addition to the functions assigned to Risk Management system, this is the unit responsible for proposing and administering the Bank and Financial Group's Master Risk Plan in coordination with the Risk Assignment Unit.
- It is also responsible for promoting Risk Control, taking charge of Prevention, Risk Follow-up and Recovery tasks.
- Proposing the risk and risk attribution policy, divided by levels of attribution and asset products, to the Risk Committee.
- Proposal, control and follow-up, both in the Bank as well as in the companies of the Financial Group, to ensure that that risk structures in place at any given time are suitable and provide maximum efficiency, both from the security aspect as well as as an efficient and agile response that sets it apart from the competition.

The following units also report to the overall risk management and control division:



### **1-Risk Management Systems Unit:**

Design, development of specifications, maintenance, follow-up and control of:

- Static credit risk management models.
- Procedures for handling the information from participating parties and risk operations (analysis, assignment, circuits, etc.)
- Risk formalisation control procedures.
- Internal Credit Risk Model
- System for granting and controlling risk attributions.
- Maintenance of the regulations for administration and assignment

### **2-Risk Prevention and Follow-up**

- Proposing and administering the risk follow-up policy of the Bank and Financial Group.
- Permanent analysis of the risk portfolio to anticipate strategies for customers with problems.
- Fostering, together with the Recovery unit, any actions that must be started in both the Regional Divisions and central units to normalise operations identified as problematic.
- Development of early warning systems designed to emphasise the control function.

### **3-Recovery**

- Proposing and administering the recovery policy of the Bank and Financial Group.
- Analysis of arrears proposals, definition of recovery strategies and decision-making.
- Direct assumption of recovery management of the operations that it deems appropriate.
- Management of assets awarded in payment of debt (administrative processing and sale).
- Advising to business units on recovery and management of real estate assets.

## **2- DECIDING BODIES AND DELEGATED POWERS**

The hierarchical superior body for deciding on risk operations is the Risk Committee, which meets weekly, is not limited in the amount it can authorise and consists of:

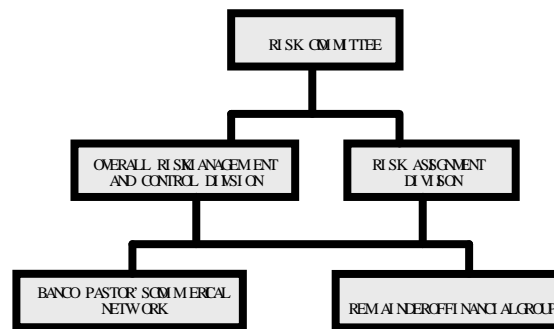
- The President of the Bank.
- The Chief Executive Officer of the Bank.
- The Commercial Director General.
- The Director of the Risk Assignment Division.
- The Director of the Overall Risk Management and Control Division.

This Committee decides on operations that exceed the attributes assigned to all other decision-making bodies on the hierarchical scale, sets strategic risk policies, evaluates its behaviour and evolution, and determines the corrective measures considered most appropriate in each individual case.

### 3. ASSIGNMENT PROCESSES

The offices are responsible for initiating a risk study file based on a customer application. If the authority of the office for processing the file is sufficient, the branch itself is responsible for authorising the operation.

When an operation, together with the risk that a customer or his business group currently has, exceeds the authorities assigned to a certain deciding body (office, regional division, etc.), said deciding body analyses the risk, issues its opinion and then transfers the proposal to the next, hierarchically superior deciding body, and so on until it reaches the body with the sufficient authority to make a decision.



### 4. METHODOLOGY FOR ANALYSING AND GRANTING LOANS

All information referring to any natural person or body corporate that exercises any of the activities included in the CNAE, regardless of the size of the business (self-employed; independent professionals; small, medium and large enterprises, etc.) come under the **Agreements and Proposals** system, which is especially designed to cover the entire range of necessary actions for studying a risk operation: as from the application until resolution, including the necessary intermediate information for the analysis thereof.

The Agreements and Proposals system consists of the following computer applications:

#### **Balance Sheets / Land and Buildings:**

Analyses the annual accounts, compares them with prior fiscal years and automatically facilitates the calculation of ratios and rating. Gathers essential data on the assets possessed by the party

under analysis (description, property system, appraisal, check in record, encumbrances, etc.)

**Business reports:**

Reports about the person and on the business that the person operates. A questionnaire is used, which asks questions related to the portfolio of customers/suppliers, market, products and management, as well as the experience in their relationship as a customer and even information from external sources.

**Business Groups Application:**

It considers that in domain relationships between people (which can be both regarding corporate shareholdings and non-shareholdings), there is an automatic formation, modification or deletion of business groups. It provides additional information, broken down for each one of the members of the group.

**Application of Guaranties:**

It records the different security documents collected by the bank to cover the risks granted to our customers.

**Application of Risk Files:**

It coordinates the information coming from other applications. It automatically prepares the risk file for simple and quick access.

**5. RISK CONTROL**

**5.1 Risk control system**

The most decisive action in risk control is selecting the credit during admission, whereby scoring and rating are the key pieces of the risk control system. Between May 2000 and September 2002, in cooperation with a consulting company, the evaluation system was developed based on a study of the company/business risk files recorded in Banco Pastor's database. The behaviours were studied to obtain algorithms prepared using logistic regression techniques, which automatically evaluate the following Firm Types:

**Self-employed:** all natural persons with a business activity.

**Micro-enterprises:** legal bodies with sales of less than 750,000 euros, and moreover, the overall risk at Banco Pastor of the legal body or group of firms to which it may belong does not exceed 1,000,000 euros.

**Small and Medium Enterprises:** legal bodies with sales between 750,000 and six million euros, or those that do not meet said

parameter but the overall risk at Banco Pastor of the legal body or group of companies to which it belongs is greater than 1,000,000 euros.

**Large Enterprises: legal bodies with sales exceeding six million euros, regardless of the risk volume at Banco Pastor.**

## **5.2 Characteristics of the risk control system**

### **5.2.1 Initial finding**

The definition of arrears used for the system covers not only the risk files that have been in arrears but also the “undesirables”. For calculating the variables and preparing the finding, the System automatically takes the information that it needs from the Risk Files and from all other applications related to company information.

The finding is essentially statistical, although it does incorporate an expert judgement.

The level of efficiency obtained is very high, given that it is based on our history, which has made a very low level of automatic denials. Moreover, this band concentrates more than half of the undesired operations.

Once the evaluation is made, a finding is given, which classifies the operation as follows: grant, doubt, probable denial and denial.

- **Denial:** The authority to favourably approve these operations falls exclusively on the Risk Assignment Unit.
- **Probable denial:** As of July 2004, the Regional Divisions are those that can favourably approve these operations.
- **Doubt:** For SME's and Large Enterprises, the Regional Divisions will be responsible for favourably approving these operations. For Firm Types that are smaller (micro-enterprises and self-employed persons), the offices will be responsible for approving said risks.

Adaptation of said routines to the economic cycle: The module that allows incorporating the effect of the economic cycle when issuing the finding is currently being revised.

Automatic comments considered by the findings of the scoring: As complementary information to the scoring decision and as a fundamental decision element, the system presents a series of automatic comments in the form of short messages. Their purpose is to inform the deciding centres about the main weaknesses that have affected the analysis, so that, before issuing the finding, the same are adequately weighed and they do not fail to consider certain essential aspects of the analysis.

It should be pointed out that the specific model for operations of **Real Estate Promotion Financing** is in the programming phase. Likewise, the company scoring and rating models, which have been operating since September 2002, are currently being re-evaluated.

#### **5.2.2 Monitoring and Control of Rating Systems**

Every month, Microstrategy shall provide a battery of reports especially designed to verify the behaviour of the assessment systems. These reports shall be analysed every month by the monitoring committee, comprising members of the executive management and heads of risk management, for the purpose of adopting the opportune decisions concerning the credit risk policy, where applicable.

Regardless of the aforementioned periodic reports, any aspects that could have an impact on the current systems shall be dispatched as soon as they become known and at any time.

The automatic assessment systems are re-estimated periodically during the life of the loan extended.

#### **2.2.8 Representations of the Issuer in relation to the assets**

The Assignor, as owner of the Loans until they are assigned to the Fund and as the entity that will issue the Mortgage Transfer Certificates on the Fund Formation Date, shall comply with the following conditions, approved in the Fund's Deed of Formation:

##### **With regard to itself**

- 1) That it is a credit entity duly formed in accordance with applicable law, is registered in the Companies Register and the Bank of Spain's Register of Credit Entities and is authorised to grant loans to SMEs and operate in the mortgage market.
- 2) That it is not and has not been, either on the Fund Formation Date or anytime thereafter, in a situation of insolvency which could lead to bankruptcy proceedings.
- 3) That it has obtained all the necessary authorisations, both administrative as well as corporate, to carry out the assignment of the Loans to the Fund and for the issue of the Mortgage Transfer Certificates, and for the valid conferral

of the Deed of Formation, of the commitments assumed thereof and of the remaining contracts concerning the formation of the Fund.

- 4) That it has the individual and consolidated audited annual accounts for the fiscal years that closed on 31<sup>st</sup> December 2005, 31<sup>st</sup> December 2006 and 31<sup>st</sup> December 2007, all without reservations.
- 5) That, on 10.11.08, it signed a Framework Collaboration Agreement with the Ministry of Industry, Tourism and Commerce in accordance with Appendix II of the Order dated 10<sup>th</sup> January 2007 (hereinafter "*Framework Agreement for collaboration between the Ministry of Industry, Tourism and Trade, and the Credit Institutions to determine the Loans susceptible to assignment to the asset securitisation Funds that are created to favour business financing*").

#### **Regarding the loans**

- 1) That all the Loans are duly documented and they are formalised, either through a public deed or a contract intervened by a notary public, or in some cases by private document, whereby the latter do not represent a significant amount of the Loans granted, and that Banco Pastor, S.A. keeps, where applicable the first copy of the public deed or contract at the disposal of the Fund Manager.
- 2) That all of the Loans exist and are valid and callable under applicable law.
- 3) That the Assignor is the rightful owner of the totality of the Loans, free from liens or claims, and there exists no impediment whatsoever to their being assigned to the Fund.
- 4) That all the Loans are denominated in euros and are payable exclusively in euros.
- 5) That the data relative to the Loans that are included as an Appendix to the Deed of Formation correctly reflect the present situation, as included in the contracts or public deeds that document the Loans and in the data files of the corresponding financing operations , and that said data are correct, complete and not conducive to error. Likewise, any other additional information about the characteristics of the Loans portfolio of the Assignor collected in the Informative Prospectus is correct and not conducive to error.

- 6) That the Loans, at the time of their formalisation, have an amortisation period of no less than one year.
- 7) That the criteria described in the “Internal Memorandum on Financing Operations” contained in part 2.2.7 of this Supplemental Addendum are those habitually used by the Assignor for arranging financing operations with SMEs.
- 8) That the criteria established by the Assignor on each corresponding date have been followed for the granting of the loans included in the portfolio. These criteria are summarised in section 2.2.7 of the Supplemental Addendum of the Prospectus and are included in the Deed of Formation.
- 9) That all the Loans are clearly identified, both on data files and in the contracts, deeds or policies in the Assignor’s possession, and are the object of analysis and monitoring by the Assignor, from the time they were granted, in accordance with the habitual procedures set forth.
- 10) That since the time they were granted, all of the Loans have been and are being administered by the Assignor in accordance with the regular procedures utilised by the Assignor in the administration of the finance operations of SMEs.
- 11) That it is unaware of the existence of lawsuits of any kind with regard to the Loans which could prejudice their validity and enforceability or lead to the application of article 1,535 of the Civil Code. The Assignor further represents that, to its knowledge, none of the Obligors of the Loans has been declared in bankruptcy.
- 12) That the Assignor is unaware of any Obligor of the Loans who, as the holder of a credit right against the Assignor, is in a position to oppose the offsetting.
- 13) That none of the Obligors can raise any objection whatsoever to the Assignor against the payment of any Loan amount.
- 14) That the respective contracts or public deeds that document the Loans do not contain any clauses that prevent the assignment of these Loans or that demand authorisation in order to perform the aforementioned assignment. Moreover, all of the requirements for assignment established in the contracts or public deeds that document the Loans assigned to the Fund have been met.

- 15) That, on the Fund Formation Date, none of the selected Loans will show unpaid amounts more than 30 days past due.
- 16) That on the Fund Formation Date, the Mortgage Loans will account for approximately 66% of all Loans pooled in the Fund and the Non-Mortgage Loans will account for the remaining 34%.
- 17) The none of the Mortgage Loans are for properties subject to the state housing scheme.
- 18) That at the Fund Formation Date no notification has been received of the early amortisation of the total of the Loans.
- 19) That none of the Loans has a final maturity later than 30.04.48.
- 20) That the capital or principal of all the Loans has been totally disbursed.
- 21) That the payment of the principal and interest on all Loans will be by direct debit at Banco Pastor.
- 22) That on the Fund Formation Date, each one of the Loans has had at least one matured instalment.
- 23) That in conformity with the internal registers, none of the Loans corresponds to grants to property developers for the construction or rehabilitation of housing and/or commercial premises destined for sale.
- 24) That the guarantees of the Loans are valid and enforceable in accordance with applicable legislation, and the Assignor has no knowledge of the existence of any circumstance that prevents the execution of the guarantees.
- 25) That no person has any preferential right to the Fund, as a holder of a Loan, to the collection of quantities derived from the Loans with the exception of legally established preferential rights.
- 26) That the Financing Operations referred to in the Loans have been granted to physical (self-employed) persons and non-financial bodies corporate with a registered address in Spain to finance their business activities. At least 90% of the Loans have been granted to small and medium-sized enterprises pursuant to the definition of the European Commission (European



Commission Recommendation 2003/361/EC, dated 6<sup>th</sup> May 2003, on the definition of small and medium-sized enterprises).

- 27) That both the granting of the Loans as well as the assignment of same to the Fund and all aspects related thereto have been made and will be made according to market criteria.
- 28) That the data and information relative to the Loans selected for assignment to the Fund contained in part 2.2.2. of this Supplemental Addendum faithfully reflect the situation as of the corresponding date and that all such information is complete and correct.
- 29) That there are no leasing or rental contracts in the selected portfolio.
- 30) That none of the loans have been granted to employees of Banco Pastor, S.A.
- 31) That on the Fund Formation Date, no particular industry (classification according to the CNAE scheme) of Obligors has an Outstanding Balance of more than 25% of the Initial Balance.
- 32) That none of the loans contain clauses that allow deferral in the periodic payment of interest or principal, without taking into account the deferral of payment of principal that may exist on the Fund Formation Date.
- 33) That the maximum level of risk granted to a single lender (defined as the some of the Outstanding Balance of Loans granted to a single lender) as of **11.11.08** does not exceed 4,575,500 euros, or 0.82% of the portfolio.
- 34) That none of the Loans is a syndicated loan and that the Assignor is the only creditor of the Loans.

**In Relation to the Mortgage Transfer Certificates and the Mortgage Loans.**

- 1) That the Assignor's Board of Directors has validly passed all of the resolutions needed to assign the Mortgage Loans and to issue the Mortgage Transfer Certificates.
- 2) That the data relative to the Mortgage Loans included in the Multiple Title accurately reflects the current situation as contained in the computer files and paper files of said Mortgage Loans and are correct and complete.

- 3) That the Mortgage Transfer Certificates are issued based on the terms of the fifth additional provision of Law 3/1994 in its current version and other applicable guidelines.
- 4) That all the Mortgage Loans are guaranteed by real estate mortgages formed with the level of full domain of each and every one of the mortgaged properties, without them being subject to prohibitions of conveyance, executive conditions or any other limitation on the domain.
- 5) That the Mortgage Loans are formalised in public deeds and all mortgages are duly constituted and registered in the pertinent Land Registers and that the registration data corresponds to those mentioned in the Multiple Title. The registration of the mortgaged property remains in force and there are no contradictions of any kind.
- 6) That those properties which have been appraised have been appraised by appraisal companies duly registered with the Bank of Spain and that the appraisal certificates have been issued for all appraisals.
- 7) That the characteristics of the Mortgage Loans are not of the kind excluded or restricted by article 32 of Royal Decree 685/1982 for covering the issue of mortgage transfer certificates.
- 8) That the mortgage loans are not securitised, either by nominal certificate, to the order of, or to the bearer, other than the mortgage transfer certificates that are issued for subscription purposes by the fund.
- 9) 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 debentures, mortgage Bonds, mortgage shares or other mortgage transfer certificates.
- 10) That the properties serving as the collateral for the mortgage loans are finished properties located in Spain.
- 11) That the Assignor has no knowledge of the existence of any circumstance that would preclude the mortgage loan from being called.

- 12) That the mortgage transfer certificates are issued for a period of time equivalent to the time remaining until the due date and at the same interest rate of each one of the mortgage loans to which they refer.
- 13) That no one has a preferential right to the Fund with regard to the Mortgage Loans as the owner of the Mortgage Transfer Certificates.

These representations are made by Banco Pastor, S.A., after the pertinent verifications on a selection of the Loans. For the purposes of section 2.2.9 below, the fact that such verifications were made does not rule out the possibility that during the term of the Loans it may be found that one of the Loans or the corresponding Mortgage Transfer Certificates does not comply as of the Fund Formation Date with the representations contained in section 2.2.8, in which case the provisions of section 2.2.9. below shall apply.

#### **2.2.9 Substitution of the securitised assets**

If, after the Formation Date, it is discovered that any of the Loans does not conform to the representations made in part 2.2.8 of this Supplemental Addendum at the Formation Date, the Assignor, with the Fund Manager's prior approval, undertakes:

- a. To remedy the defect within 30 days of becoming aware of the defect or being notified by the Fund Manager of the existence of the defect.
- b. If such remedy as described in point a) is not possible, the Fund Manager shall request the Assignor to replace the affected Loan with another of similar financial characteristics with regard to the Outstanding Live Balance, term, interest rate, guarantee, rank of guarantee, payment frequency, internal rating, and credit quality in terms of the relationship between the Outstanding Balance and the appraised value of the mortgage property or properties, which must be accepted by the Fund Manager within a maximum period of 30 days. If there is a positive difference between the balance of the replaced Loan and the balance of the incorporated Loan, the difference shall be deposited in the Treasury Account by the Assignor.

In the case of Mortgage Loans, the Assignor undertakes to replace the Mortgage Transfer Certificates with others of similar characteristics which must be accepted by the Fund Manager, provided that such replacement does not impair the Bond rating assigned by the Rating Agency. If a Mortgage Transfer Certificate must be replaced, the Assignor shall issue a new Multiple Title that will be exchanged for that delivered under the terms of this Prospectus.

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

When a Loan is replaced, the Assignor shall demonstrate that the replacement Loan complies with the representations contained in part 2.2.8. of this Supplemental Addendum.

The Assignor undertakes to formalise the assignment of the replacement Loans in a notarised document in the manner established by the Fund Manager and to provide whatever information relative to them that Fund Manger deems necessary.

- c. Along with the obligations assumed in sections a) and b) above and under those circumstances where the rectification is called for and the defect is not or cannot be remedied or where replacement is not possible, in the Fund Manager's reasoned opinion notified to the Assignor and to the Comisión Nacional del Mercado de Valores, the Assignor undertakes to return, in cash, the principal of the corresponding loan and all accrued and unpaid interest on those Loans and any other amount payable to the Fund, which shall be deposited in the Treasury Account.

Furthermore, modification of the conditions of the Loans by the Assignor during the life of the said Loans without being bound to the limits set forth in the special legislation that applies and particularly the terms agreed between the Fund, represented by the Fund Manager, and the Assignor as set forth in section 3.7.2 of this Supplemental Addendum and, therefore, absolutely exceptional, shall involve unilateral breach by the Assignor of its obligations which must not be borne by the Fund or by the Fund Manager.

Faced with the foregoing breach, the Fund, via the Fund Manager, shall have the right to (i) demand the corresponding indemnification for damages and (ii) instruct the replacement or repayment of the Loans affected. This does not mean that the Fund Manager guarantees the successful outcome of the operation, but rather the necessary repair of the effects produced through breach of its obligations, in accordance with article 1124 of the Spanish Civil Code.

Any expenses brought about by actions to rectify non-compliance by the Assignor shall be borne by the Assignor and cannot be charged to the Fund or the Fund Manager. The Fund Manager shall notify the CNMV immediately regarding each

and every one of the substitutions or amortisations of Non-Mortgage Loans and Mortgage Transfer Certificates as a result of non-compliance by the Assignor.

**2.2.10 Insurance policies on the securitised assets.**

The public deeds through which the Mortgage Loans are formalised determine the obligation of the mortgagor corresponding to the holding of a damage insurance policy covering the risk through damages, including fire or partial or total loss of the building, for the appraisal value for insurance purposes, as well as paying the corresponding premiums.

Details on the concentration of insurance companies are not included because the current situation concerning insurance policies taken out by the obligor companies and their data are not held or updated on the Assignor's data files. However, any possible concentration of the insurance companies has not been considered significant for the credit enhancement of the operation.

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

Not applicable.

**2.2.12 Details of the relationship, if relevant to the issue, between the issuer, the guarantor and the obligor**

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

**2.2.13 If the assets include fixed yield securities, description of the main conditions.**

Not applicable.

**2.2.14 If the assets include equity securities, description of the main conditions.**

Not applicable.

**2.2.15 If the assets include equity securities that are not traded on a regulated market or equivalent if they represent more than ten (10) percent of the securitised assets, description of the main conditions.**

Not applicable.

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

The appraised values of the properties backed by the selected Mortgage Loans refer to the appraisals conducted by appraisal firms on the original loan concession date for the purpose of concession and formalisation of the selected Mortgage Loans.

### **2.3 ACTIVELY MANAGED ASSETS BACKING THE ISSUE**

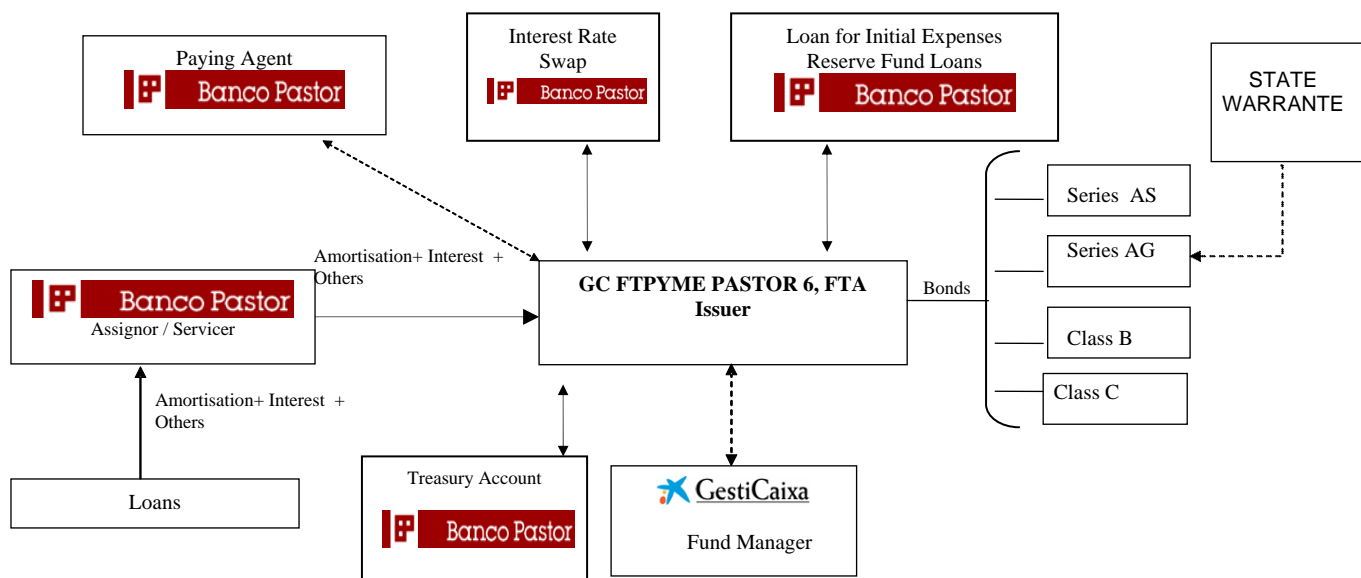
Not applicable.

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

Not applicable.

### 3. STRUCTURE AND TREASURY

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



#### Initial Balance Sheet of the Fund

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

ASSETS		LIABILITIES	
Loan (Non-Mortgage Loans and Mortgage Transfer Certificates)	500,000,000	Bond Series AS	179,200,000
		Bond Series AG	202,000,000
		Bond Series B	61,300,000
		Bond Series C	57,500,000
Initial Expenses Activated (*)	1,000,000		
Treasury Account (**)	68,800,000	Loan for Initial Expenses	1,000,000
		Reserve Fund Loans	68,800,000
<b>Total</b>	<b>569,824,000</b>	<b>Total</b>	<b>569,824,000</b>

(\*) The estimated formation expenses are included in section 6 of the Prospectus Schedule.

(\*\*) It is assumed that all formation expenses of the Fund and the Bond Issue will be paid on the Closing Date, wherefore these expenses will be capitalised on the previous balance sheet.

### **3.2. DESCRIPTION OF THE ENTITIES THAT ARE TAKING PART IN THE ISSUE AND THE DUTIES THEY ARE TO PERFORM**

The description of the participating entities in the issue and the functions they perform are shown in section 5.2 of the Registration Document and section 3.1 of the Prospectus Schedule.

#### **Amendment of contracts relative to the Fund**

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

#### **Substitution of participants**

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

Any such substitution shall be communicated to the CNMV, the Rating Agency and the Assignor.



### **Subcontracting of participants**

The participants in the GC FTPYME PASTOR 6 securitisation operation, according to their respective contracts, shall be authorised to subcontract or delegate third parties of recognised solvency and capacity to provide any of the committed services, provided that they are legally able to do so and (i) the prior written consent of the Fund Manager is obtained, (ii) the rating assigned by Rating Agency to the Bonds is not impaired and provided always that (iii) the subcontractor or delegate waives the right to take any action against the Fund. They shall likewise be authorised to terminate such subcontracts and/or delegations. Subcontracting and delegation by participants may not result in any cost or additional expense for the Fund or the Fund Manager. Any subcontract or delegation notwithstanding, the participants shall not be exonerated from any of the responsibilities regulated under their respective contracts.

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

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

#### **3.3.1. Formalisation of the assignment of the Loans**

The assignment of the Loans by the Assignor for acquisition by the Fund and the pooling together of these Loans as the Fund's assets is governed by Spanish law and bound by the courts and tribunals of Madrid.

The assignment of the non-Mortgage Loans by Banco Pastor, S.A. and their acquisition by the Fund and the issue of the Mortgage Transfer Certificates by Banco Pastor, S.A., and their subscription by the Fund shall be formalised by means of the execution of the Fund Formation Deed (hereinafter, the "*Deed of Formation of the Fund*") and shall be effective on that same date.

In the event that any of the Obligors of the Loans maintains a right to a cash credit, due and enforceable against the Servicer and, as such it results that one of the Loans is totally or partially offset against such right of credit in accordance with paragraph three of article 1,198 of the Spanish Civil Code, the Servicer shall remedy such circumstance or, if it is not possible to remedy it, the Servicer shall proceed to deposit into the Fund the amount that had been offset plus the interest accrued that would

have corresponded to the Fund up until the day on which the deposit is made, calculated in accordance with the applicable conditions of the corresponding Loan.

The assignment of the Loans by Banco Pastor shall not be communicated to the Obligors on the Formation Date. For these purposes, notification is not a requirement for the loan assignment to be valid. Notwithstanding, the Fund Manager shall instruct Banco Pastor, S.A. on its obligation to notify the assignment of the Loans and that the payments arising from the same shall only have discharge effects if made in the name of the Fund and paid into the Treasury Account, and Banco Pastor, S.A. shall make the notification under these terms to the Obligors (and as applicable, to any third party guarantors and insurance companies with which the obligors have signed insurance policies for damages arising from the Mortgage Loans underlying the Mortgage Transfer Certificates) when the Fund Manager deems appropriate. This notification must be issued by the Assignor in the terms set forth in section 3.7.2.1 (7. Action against the Obligors in the case of Loan default. 11. Notifications) of the Supplemental Addendum.

#### **Assignment of Non-Mortgage Loans**

The Non-mortgage Loans will be assigned directly without issuing any negotiable security whatsoever. Through the Fund Formation Deed, the Fund Manager, on behalf of the Fund and Banco Pastor, S.A., shall formalise the agreement for assigning the Non-Mortgage Loans to the Fund for an amount equal to the Outstanding Balance of those Non-Mortgage Loans on the Formation Date, which as of that date shall be approximately 34% of the selected portfolio. The Fund shall acquire them for the aforementioned amount, with all of their rights, except for the obligations which shall continue to be incumbent upon the Assignor as established in the following sections.

The Non-Mortgage Loans will start accruing interest in the Fund's favour on the Fund Formation Date.

The assignment shall be full and unconditional and shall be for the total remaining period from the Fund Formation Date until the due date of the Non-Mortgage Loans, notwithstanding the provisions of section 4.4 of the Registration Document, which makes reference to the Assignor's right of first refusal to the remaining loans upon the clean-up call, although this right shall not, under any circumstances, be construed as an agreement or declaration of repurchase of the Loans assigned by the Assignor.

## **Assignment of the Mortgage Loans**

The Mortgage Loans will be assigned to the Fund by the Assignor by issuing mortgage transfer certificates (hereinafter, "*Mortgage Transfer Certificates*") corresponding to the Mortgage Loans in order to pool them in the Fund, which will then be subscribed by the Fund, represented by the Fund Manager, as established in the current wording of the Fifth Additional Provision of Law 3/1994, in the Law 2/1981, dated 25<sup>th</sup> March, regulating the mortgage market (hereinafter "*Law 2/1981*") and in the current wording of Royal Decree 685/1982, dated 17<sup>th</sup> March, on the Regulation of the Mortgage Market (hereinafter, "*Royal Decree 685/1982*").

On the Formation Date and effective as of that date, the Assignor will issue one Mortgage Transfer Certificate for each Mortgage Loan assigned, which on the Formation Date shall represent an Outstanding Balance of approximately 66% of the total portfolio.

Each Mortgage Transfer Certificate refers, as of the Formation Date, to 100% of the Outstanding Balance on each of the Mortgage Loans and accrues interest at a rate equal to the nominal interest rate applicable to the corresponding Mortgage Loan at any given moment.

The Mortgage Transfer Certificates will start earning interest on the Fund Formation Date.

The Mortgage Transfer Certificates are represented by means of a nominative Multiple Title issued by the Assignor representing all of the Mortgage Transfer Certificates. The said Multiple Title shall contain the information required by article 64 of Royal Decree 685/1982 of 17 March, amended by Royal Decree 1289/1991 of 2 August, along with the registration information on the mortgaged property used to guarantee the Mortgage Loans.

The Fund Manager will deposit the Multiple Title with the Paying Agent, acting for these purposes as the depository in accordance with the terms of the Paying Agency Contract.

The assignment of the Mortgage Loans, implemented by means of the Mortgage Transfer Certificates issued by the Assignor and their subscription by the Fund, represented by the Fund Manager, shall be full and unconditional and shall be for the total remaining period from the Date of Formation until the full maturity of the Mortgage Loans, without prejudice to the provisions of section 4.4 of the Registration Document, which makes reference to the Assignor's right of first refusal to the

remaining loans upon the clean-up call, although this right shall not, under any circumstances, be construed as an agreement or declaration of repurchase of the Loans assigned by the Assignor.

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 address of the new titleholder shall be notified by the buyer to the issuer of the same, its acquisition or holding being reserved for qualified 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 2.2.9 of this Supplemental Addendum, or in the event that the Fund Manager, in representation and on behalf of the Fund, proceeds with the execution of a Mortgage Loan as set forth in section 3.7.2 of this Supplemental Addendum, as well as to the clean up the Fund, in the circumstances and conditions set forth in section 4.4.3 of the Registration Document, sale of the cited Mortgage Transfer Certificates takes place, Banco Pastor, S.A. undertakes to split, if appropriate, any multiple title into as many individual or multiple titles as necessary, to substitute it or exchange it so as to achieve the foregoing aims.

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

Given the institutional nature of the investors of the Fund and the subscription by them to the Mortgage Transfer Certificates, in accordance with the second paragraph of article 64.1 of Royal Decree 685/1982, the issue of the Mortgage Transfer Certificates will not be the object of spreadal note in each inscription of the corresponding Mortgage Loans in the Property Registry.

#### **Effectiveness of the assignment**

The assignment of the Loans and issue of the Mortgage Transfer Certificates shall take full effect from the Formation Date of the Fund and shall be full and unconditional for the whole of the remaining period until the maturity of each Loan.

### **Price of the Assignment**

The price of the assignment of the Loans shall be equal to the amount, on the Formation Date, of the sum of the Outstanding Balance of the Loans (hereinafter, the "*Initial Balance*" of the Loans), an amount which on the Formation Date will be equal to or slightly less than, though as close as possible to, five hundred million (500,000,000) euros, which shall be paid by the Fund Manager on behalf of the Fund to the Assignor on the Closing Date, effective as of that day, once the Fund has received the subscription price of the Bonds. The difference between the subscription price of the Bonds and the Initial Balance shall be deposited into the Treasury Account.

The amounts that Banco Pastor is entitled to receive as ordinary interest accrued by the Loans granted since the last interest settlement date for each of the loan until the Formation date, exclusive, shall first be deducted from the balance to be paid by Banco Pastor. Said interest is the interest due.

### **The Liability of the Assignor as the Assignor of the Loans.**

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

The Assignor does not assume the effectiveness of the accessory guaranties to the Loans that, if applicable, could exist. Neither will it assume, in any other way, responsibility for directly or indirectly guaranteeing the successful outcome of the operation, nor execute guarantees or security, nor enter into pacts for the repurchase or substitution of the loans, in accordance with that set forth in section 2.2.9. of this Supplemental Addendum, in due fulfilment of that set forth in Royal Decree 926/1998 and other applicable legislation.

All of the aforementioned is without prejudice to the Assignor's liability for the administration of the assigned Loans pursuant to the provisions of the Administration Contract and the liabilities derived from the Loan Agreement for the Initial Expenses and the Loan for the Reserve Fund, without prejudice to the liability that is derived from the declarations made by the Assignor and included in section 2.2.8. of this Supplemental Addendum. Until the Date of Formation, the Assignor shall continue to assume the risk of insolvency of the Obligors.

If the Fund is obliged to pay third parties any sums in connection with the assignment of the Loans not paid on the Formation Date due to the fact that the information on the Loan provided by the Assignor was incomplete, the Assignor will be liable to the Fund for any damages, costs, taxes or fines levied on the Fund.

### **Advance Payment of Funds**

The Assignor will not make any advance payment to the Fund on behalf of the Obligors, be it for the principal or interest of the Loans.

### **Rights Conferred on the Fund by the Assignment of the Loans**

The Fund, as the owner of the Loans, shall be vested with the rights of the assignee recognised in article 1,528 of the Spanish Civil Code (deposit, mortgage, pledge or privilege). More specifically, it shall be entitled to receive all payments made by Obligors starting on the Formation Date and all other payments associated with the Loans.

In particular and for merely illustrative purposes, the assignment shall confer the following rights to the Fund in relation to each of the Loans from the Formation Date onwards:

- (a) To receive the total of the amounts that accrue and are paid through the reinvestment of capital or principal of the Loans.
- (b) To receive the total of the amounts that accrue from the ordinary interest and interest on arrears on the capital of the Loans.
- (c) To receive any other amounts, goods, or rights that are received by Banco Pastor, S.A. in payment of the principal, ordinary interest and interest on arrears, both through the auction price or amount determined through a judicial ruling or notary executive process in the execution of the mortgage or non-mortgage guarantees, as well as through the disposal 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 up to the amount assigned and underwritten.
- (d) To receive whatsoever other payment that Banco Pastor, S.A. receives through the Loans, including but not limited to the rights derived from

any accessory right to same, the rights or indemnifications that correspond to same through any insurance contract with regard to the goods that, if appropriate, are mortgaged in guarantee of the Mortgage Loans, up to the amount underwritten and assigned with the exception of arrears interest, commissions charged for unpaid bills, subrogation commissions, redemption/early cancellation fees, as well as any other commission or compensation that corresponds to Banco Pastor, S.A.

There is no obligation to retain or to make deposits on account of the earnings on the Mortgage Transfer Certificates, loans or other credit rights which constitute the Fund's income, as provided for in article 59 k) of Royal Decree 1777/2004, dated 30<sup>th</sup> July, which approved the Corporate Income Tax Regulations.

1. 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.
2. The rights of the Fund resulting from the Loans are linked to the payments realised by the Obligors, and as a result remain directly affected by the evolution, delay, early amortization or any other development regarding the Loans.
3. The Fund will assume all possible expenses or costs that are charged to the Assignor deriving from the collection process in the case of breach of obligations by the Obligors, including the exercise of legal action against the same, in accordance with part 3.7.2 of this Supplemental Addendum.

### **3.4 EXPLANATION OF THE FLOW OF FUNDS**

#### **3.4.1 How the flow of assets will enable the issuer to fulfil its obligations to the bondholders**

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

The Assignor shall transfer all sums received for any item to which the Fund is entitled on the Loans it administers to the Fund's Treasury Account. This deposit shall be made within the first 5 business days of the month immediately following and effective as of the date on which the sums were received by the Assignor.

However, in the event of a fall of the unsubordinated and unsecured short-term debt rating of the servicer to below P-1 in accordance with the rating scales of Moody's, the Fund Manager shall modify the collection dates and manner of deposit at any

time during the term of the administration contract by giving written notification to the Servicer, in such a way that the amounts that the servicer receives and which derive from the Loans, are deposited previously with the Fund, on the same day on which they are received by the Servicer, all without affecting the rating of the Bonds.

As an alternative to daily deposits, the Servicer may obtain an unrenounceable, unconditional guarantee upon first request, expressly rejecting the right to exclude any entity with a Moody's rating of P-1, for an amount equal to the flow amount derived from the Loans for the two months with the highest inflow over the past year. This collection amount shall comprise the delivery by the Servicer of all of the amounts that the Servicer receives (i) from the Obligors of the Loans derived from the Loans (whether there is or is not a judicial or any other type of claim) and (ii) the amounts collected, where applicable, from the insurance policies corresponding to the Loans whose rights are assigned to the Fund, in the terms set out in section 3.3.1 of the Supplemental Addendum to the Prospectus Schedule, provided that they are paid by the Obligors by virtue of their respective Loan contracts or the corresponding insurance policies and, where applicable, third-party guarantees.

Under no circumstances will the Assignor pay any amount whatsoever into the Fund that it has not received from the Obligors as payment of the Loans.

Quarterly, on each Payment Date, the accrued interest will be paid to the Bondholders of Class A, B and C Bonds and the principal of Class A, B and C Bonds will be repaid pursuant to the conditions established for each one of them in sections 4.8 and 4.9 of the Prospectus Schedule and the Cash Flow Waterfall contained in section 3.4.6. of this Supplemental Addendum.

On each Payment Date, the Available Funds for covering the Issuer's obligations with the Bondholders shall be the income obtained from the Non-Mortgage Loans and Mortgage Loans under the concept of principal and interest calculated on each Determination Date; the interest accrued from the Treasury Account; the Net Amount in favour of the Fund by virtue of the Interest Rate Swap Agreement; the amount of the Reserve Fund; and the product of the clean-up, if pertinent and when applicable, of the Assets of the Fund.



### **3.4.2 Information on credit enhancements**

#### **3.4.2.1 Description of Credit Enhancements**

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 Loans 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 Fund Manager, in representation of the Fund, shall proceed, in the act of bestowing the deed of formation, to formalise the contracts and operations enumerated below in compliance with the applicable regulations.

1. State Warranty for the Series AG Bonds. The Warranty will secure, waiving the benefit of discussion established in article 1,830 of the Civil Code, the payment of the principal and the interest of the Series AG Bonds.
2. Guaranteed rate account: the account opened on the Fund's behalf by the Fund Manager (Treasury Account) is remunerated at rates agreed to in such a way that a minimum return on the balances is guaranteed.
3. Reserve fund: formed from the disbursement of the Loans for the Reserve Fund, which will allow payments to the Fund to be made in the event of losses due to unpaid or Default Loans.
4. Interest Rate Swap Agreement: The interest rate swap is intended to cover: (i) the interest rate risk faced by the Fund due to the fact that a portion of the portfolio of Loans is subject to variable interest rates tied to difference indices of reference and adjustment periods other than those established for the Bonds as well as fixed rates and (ii) the risk posed by the fact that the Loans may be renegotiated down to lower interest rates than those initially agreed and (iii) the risk originating from the existence of maximum interest rates in the portfolio.
5. Financial spread: under the Interest Rate Swap Agreement, the Fund receives a gross spread of 0.85% on the notional of the Interest Rate Swap.
6. Subordinated Loan for Initial Expenses: will be used to pay the expenses for the formation of the Fund and for the issue of the Bonds.

### 3.4.2.2. Reserve Fund

As a guarantee mechanism against possible losses due to unpaid or defaulted Loans and for the purposes of permitting the payments to be made by the Fund in accordance with the cash flow waterfall described in section 3.4.6. of this Supplemental Addendum, a deposit shall be set up and shall be called the Reserve Fund (hereinafter, the "*Reserve Fund*").

The specifications of the Reserve Fund are as follows:

#### Amount of the Reserve Fund

1. The Reserve Fund will be set up on the Closing Date in the amount of sixty-eight million, eight hundred thousand (68,800,000) euros (the "**Initial Reserve Fund**") against the disbursement of the Loans for the Reserve Fund.
2. Once it has been formed, the Reserve Fund shall be replenished against the Available Funds in accordance with the Fund's Cash Flow Waterfall up to the Minimum Level of the Reserve Fund required as set out below.
3. The level of the Reserve Fund on each Payment Date (the "*Minimum Level of the Reserve Fund*") shall be the lower of the following amounts:
  - (i) The initial Reserve Fund.
  - (ii) The higher amount between:
    - a) 27.52% of the Outstanding Balance of Principal of the Bond Issue.
    - b) Thirty-four million, four hundred thousand (34,400,000) euros.
4. Notwithstanding the foregoing, the Minimum Level of the Reserve Fund shall not be reduced on the Payment Date that corresponds and shall remain at the amount of the Minimum Level of the Reserve Fund on the preceding Payment Date, when any of the following circumstances concur on the Determination Date preceding the corresponding Payment Date:
  - i) On the Determination Date that corresponds to the Payment date in question, the amount of the Outstanding Live Balance of Non-

Defaulted Loans that are more than 90 days late is greater than 1.00% of the Outstanding Balance of the Non-Defaulted Loans.

- ii) On the Payment Date preceding the Payment Date in question, the Reserve Fund has not been allocated with a sufficient amount to reach the Minimum Level of the Reserve Fund on that Payment Date.
5. Also, the Minimum Level of the Reserve Fund shall not be reduced on the corresponding Payment Date and shall remain at the amount of the Initial Reserve Fund until at least two (2) years have past since the Fund Formation Date.

### **Yield**

The amount of the Reserve Fund shall remain deposited in the Treasury Account, remunerated in the terms of the Contract for Opening an Account at a Guaranteed Interest Rate (Treasury Account).

### **Destination**

The Reserve Fund will be used on each Payment Date to meet the Fund's payment obligations according to the Cash Flow Waterfall and the Settlement Cash Flow Waterfall.

### **3.4.3 Details of subordinate debt financing**

#### **3.4.3.1. Loan for Initial Expenses.**

The Fund Manager, on behalf of the Fund, will sign a subordinate loan contract with Banco Pastor, S.A. (hereinafter the "*Loan for Initial Expenses*") for a total amount of 1,000,000 euros.

The amount of the Loan for Initial Expenses shall be deposited on the Closing Date in the Treasury Account opened with the Paying Agent.

The amount of the Loan for Initial Expenses will be used by the Fund Manager to pay the formation expenses of the Fund and the Bond issue. An estimate of the initial expenses is shown in section 6 of the Prospectus Schedule.

The Loan for Initial Expenses shall be remunerated on the basis of a variable annual interest rate equal to the Reference Interest Rate of the Bonds in force at any given time plus a spread of 0.30%. The payment of said interests shall be subject to the Priority Payment Order set forth in section 3.4.6. below.

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

The accrued interest to be paid on a determined Payment Date shall be calculated based on a calendar year consisting of three hundred and sixty (360) days with a settlement period consisting of the calendar days transpiring between 15<sup>th</sup> March, 15<sup>th</sup> June, 15<sup>th</sup> September and 15<sup>th</sup> December (including the first and excluding the last), even if those dates are not business days for the Fund. As an exception, the first interest period shall comprise the calendar days between the Closing Date (inclusive) and 15<sup>th</sup> March 2009, exclusive.

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

The amortisation shall be carried out over twenty (20) consecutive instalments, the first of which shall take place on the first Payment Date, in full accordance with the Cash Flow Waterfall set forth in section 3.4.6 of the Supplemental Addendum to the Prospectus Schedule.

All amounts payable to Banco Pastor, S.A., both principal and interest payments accrued by the Loan for Initial Expenses, shall be subject to the Cash Flow Water set forth in section 3.4.6 below. As a consequence, they shall only be paid to Banco Pastor, S.A. on a specific Payment Date if the Available Funds on said Payment Date are sufficient to meet the obligations of the Fund set forth in sections (i) to (xvii) of the aforementioned section in the case of interest and (i) to (xviii) in the case of principal.

All the amounts which, by virtue of the provisions set forth in the previous paragraphs, have not been surrendered to Banco Pastor, S.A., shall be paid on the next Payment Date on which the Available Funds allow said payment in accordance with the Payment Priority Order established in part 3.4.6. below.

Amounts owed to Banco Pastor, S.A. and unpaid by virtue of the provisions set forth in the previous paragraphs shall not accrue default interest in favour of Banco Pastor, S.A..

#### **3.4.3.2. Loans for the Reserve Fund**

In accordance with the provisions set forth in the Loan Contracts for the Reserve Fund, Banco Pastor, S.A. shall grant three subordinate loans in the following amounts to the Fund to be used by the Fund Manager as the initial endowment of the Reserve Fund:

- The total amount of Loan A for the Reserve Fund shall be 22,800,000 euros (hereinafter, "**Loan A for the Reserve Fund**").
- The total amount of Loan B for the Reserve Fund shall be 23,000,000 euros (hereinafter, "**Loan B for the Reserve Fund**").
- The total amount of Loan C for the Reserve Fund shall be 23,000,000 euros (hereinafter, "**Loan C for the Reserve Fund**").

Loan A for the Reserve Fund, Loan B for the Reserve Fund and Loan C for the Reserve Fund shall be referred to conjointly as the "**Loans for the Reserve Fund**".

The amount of the Loans for the Reserve Fund shall be deposited in the Treasury Account on the Closing Date.

The Loan for the Reserve Fund shall be paid off based on an annual interest rate, variable quarterly, equal to the Benchmark Interest Rate of the Bonds in force at any given time plus a differential of 1.50%.

The accrued interest for the Loans for the Reserve Fund to be paid on a determined Payment Date shall be calculated based on a calendar year consisting of three hundred and sixty (360) days with a settlement period consisting of the calendar days transpiring between 15<sup>th</sup> March, 15<sup>th</sup> June, 15<sup>th</sup> September and 15<sup>th</sup> December (including the first and excluding the last), even if those dates are not business days for the Fund. As an exception, the first interest period shall comprise the calendar days between the Closing Date (inclusive) and 15<sup>th</sup> March 2009, exclusive.

The payment of said interest shall be subject to the Cash Flow Waterfall described in section 3.4.6. below.

The amortisation of each of the Loans for the Reserve Fund shall be carried out sequentially, such that the first to be amortised shall be Loan A for the Reserve Fund,

followed in second place by Loan B for the Reserve Fund, followed in third place by Loan C for the Reserve Fund, subject to the Cash Flow Waterfall set out in section 3.4.6 below. As such, amortisation of Loan B for the Reserve Fund shall not begin until Loan A for the Reserve Fund has been fully amortised, and the amortisation of Loan C for the Reserve Fund shall not begin until Loans A and B for the Reserve Fund have been fully amortised.

The Loans for the Reserve Fund shall be amortised on each Payment Date by an amount equal to the amount by which the Minimum Level of the Reserve Fund is reduced on each Payment Date, subject to the Payment Priority Order set forth in section 3.4.6 below.

All amounts payable to the Assignor, for both amortisation of principal and accrued interest payments on Loan A for the Reserve Fund, shall be subject to the Cash Flow Waterfall set forth in section 3.4.6 below. As a consequence, they shall only be paid to the Assignor on a Payment Date if the Available Funds of the Fund on said Payment Date are sufficient to meet the obligations of the Fund listed in sections (i) to (x) of the aforementioned section in the case of interest and (i) to (xi) in the case of principal.

All amounts payable to the Assignor, for both amortisation of principal and accrued interest payments on Loan B for the Reserve Fund, shall be subject to the Cash Flow Waterfall set forth in section 3.4.6 below. As a consequence, they shall only be paid to the Assignor on a Payment Date if the Available Funds of the Fund on said Payment Date are sufficient to meet the obligations of the Fund listed in sections (i) to (xii) of the aforementioned section in the case of interest and (i) to (xiii) in the case of principal.

All amounts payable to the Assignor, for both amortisation of principal and accrued interest payments on Loan C for the Reserve Fund, shall be subject to the Cash Flow Waterfall set forth in section 3.4.6 below. As a consequence, they shall only be paid to the Assignor on a Payment Date if the Available Funds of the Fund on said Payment Date are sufficient to meet the obligations of the Fund listed in sections (i) to (xiv) of the aforementioned section in the case of interest and (i) to (xv) in the case of principal.

All the amounts which, by virtue of the provisions set forth in the previous paragraphs, have not been delivered to Banco Pastor, S.A. shall be paid on the next Payment Dates on which the Available Funds allow said payment in accordance with the established Payment Priority Order.

Amounts owed to Banco Pastor, S.A. and unpaid by virtue of the provisions set forth in the previous paragraphs shall not accrue default interest in favour of Banco Pastor, S.A..

The Loan Contracts for the Reserve Fund will be fully terminated in the event that the Rating Agency fails to confirm as final, before the Subscription Date, the provisional ratings assigned to each Series of Bonds.

#### **3.4.3.3. Subordination of the Series B and C Bonds.**

The payment of interest and the repayment of the principal on Series B Bonds are deferred in respect of the Class A Bonds (Series AS and AG) in accordance with the Fund's Cash Flow Waterfall and the Settlement Cash Flow Waterfall set forth in section 3.4.6 below.

Section 4.9.4. of the Prospectus Schedule describes the circumstances under which the Class A, B and C Bonds are amortised.

The details of the order numbers in which the interest and principal on the Bonds in each class are paid according to the Fund's Cash Flow Waterfall are shown in sections 4.6.1. and 4.6.2 of the Prospectus Schedule.

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

##### **3.4.4.1. Treasury Account**

The Fund Manager shall hold an account opened in the Fund's name with Banco Pastor, S.A. (hereinafter, the "*Treasury Account*") through which all the deposits that the Fund receives from the Assignor and which come from the Loans shall be deposited on each Collection Date, and by virtue of which the Paying Agent guarantees a variable return on the amounts deposited therein.

All the cash amounts received by the Fund, which shall mainly come from the following concepts, shall be deposited in the Treasury Account:

- (i) Cash amount for payment of the Bond Issue subscription.
- (ii) Drawdown of the principal of the Loan for Initial Expenses and of the Loans for the Reserve Fund;

- (iii) The net amounts that are paid to the Fund derived from the Interest Rate Swap Agreement.
- (iv) the amounts of the returns obtained through the balances in the Treasury Account; and
- (v) 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.
- (vi) repaid principal and interest collected from the initial Loans whatsoever other amount corresponding to the Loans.
- (vii) amounts drawn down against the State Warranty.

Additionally, all of the Fund's payments shall be made through the Treasury Account following instructions by the Fund Manager. The Treasury Account may not have a negative balance against the Fund. The balance of the Treasury Account shall be maintained in cash.

Banco Pastor guarantees an annual nominal interest rate, variable on a quarterly basis with monthly accrual and settlement, except for the first period of interest accrual, which shall have a shorter duration (between the Date of Formation and the last day of the calendar month in which it falls), applicable to each period of interest accrual (calendar months, different to the established Interest Accrual Periods for the Bonds) through the positive daily balances of the Treasury Account, equal to the Reference Rate of Interest of the Bonds determined for each Interest Accrual Period, and applicable from the first day of the calendar month following each Payment Date (except in the first interest accrual period that applies from the Date of Formation). The accrued interest that will be settled during the first five (5) business days will be calculated based on the following: (i) the effective days of each interest accrual period and (ii) a three-hundred-and-sixty-five (365) day year. The first interest settlement date will take place between 01.12.08 and 05.12.08, thereby accruing interest from 28.11.08 until 30.11.08, inclusive.

In the event that the unsubordinated and unsecured short-term debt of Banco Pastor, S.A. experiences, at any time during the life of the Bonds, a drop below P-1 according with the rating scale of Moody's or an equivalent rating specifically recognised by the Rating Agency, the Fund Manager shall, within the maximum term of thirty (30) Business Days as from the moment that such a situation occurs, exercise any of the



options described below that allow maintaining an adequate guarantee level regarding the commitments derived from this contract:

- a) Obtain, from a financial entity with a minimum credit rating of P-1 for its unsecured and unsubordinated short-term debt according to the rating scale of Moody's, without thereby jeopardising the rating granted to the Bonds by the Rating Agency, a first-demand guarantee that secures for the Fund, at the simple demand of the Fund Manager, the timely payment by Banco Pastor of its reimbursement obligation of the amounts deposited in the Treasury Account during the time that the P-1 rating is lost by Banco Pastor.
- b) Move the Treasury Account of the Fund to an entity whose unsecured and unsubordinated short-term debt has a minimum credit rating of P-1 according to the rating scale of Moody's and arrange the maximum return for the balances thereof, which may be different than what was agreed with Banco Pastor, S.A. by virtue of said contract.

The Fund Manager will be later entitled to move the balances back to Banco Pastor, S.A. under the Treasury Account Contract, in the event that its unsubordinated and unsecured short-term debt of Banco Pastor, S.A. once again reaches the P-1 rating in accordance with the Moody's scale.

- c) Should foregoing options a) and b) not be possible, to obtain a pledge guarantee from Banco Pastor, S.A. or from a third party in favour of the Fund as collateral for financial assets of a credit quality no less than that of Spanish State Borrowing on the Closing Date, for an amount that is enough to guarantee the established undertakings.

#### **3.4.5 Collection by the Fund of payments on the assets**

The Servicer shall manage the collection of all amounts that may have to be satisfied by the Obligors and that are derived from the Loans, as well as for any other concept.

The Servicer shall exercise due diligence so that the payment that the Obligors should make is collected in accordance with the contractual terms and conditions of the Loans.

The amounts that the Servicer receives as a result of the Loans shall be deposited in full every month to the Fund in the Treasury Account, for monthly calendar periods, within the first five (5) days of the month immediately following the month on which

these amounts were received by the Servicer, effective the day they are deposited in the Treasury Account.

However, in the event of a fall of the unsubordinated and unsecured short-term debt rating of the Servicer to below P-1 in accordance with the rating scale of Moody's, the Fund Manager shall modify the collection dates and manner of deposit at any time during the term of the Administration Contract by giving written notification to the Servicer, in such a way that the amounts that the Servicer receives and which derive from the Loans, are deposited previously with the Fund on the same day on which they are received by the Servicer, all without affecting the rating of the Bonds.

As an alternative to daily deposits, the Servicer may obtain an unrenounceable, unconditional guarantee upon first request, expressly rejecting the right to exclude any entity with a Moody's rating of P-1, for an amount equal to the flow amount derived from the Loans for the two months with the highest inflow over the past year. This collection amount shall comprise the delivery by the Servicer of all of the amounts that the Servicer receives (i) from the Obligors of the Loans derived from the Loans (whether there is or is not a judicial or any other type of claim) and (ii) the amounts collected, where applicable, from the insurance policies corresponding to the Loans whose rights are assigned to the Fund, in the terms set out in section 3.3.1 of the Supplemental Addendum to the Prospectus Schedule, provided that they are paid by the Obligors by virtue of their respective Loan contracts or the corresponding insurance policies and, where applicable, third-party guarantees.

Under no circumstances will the Servicer pay any amount whatsoever into the Fund that it has not first received from the Obligors as payment of the Loans.

#### **3.4.6 Order of priority of payments made by the issuer**

Ordinary and exceptional rules governing priority and fund allocation

On the Closing Date

##### **1. Origin.**

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

- (i) Funds received from subscribing and placing the Bonds on the market.
- (ii) Funds received in connection with the Loan for Initial Expenses.
- (iii) Funds received in connection with the Loans for the Reserve Fund.

## **2. Application.**

On the Closing Date, the Fund shall allocate the previously mentioned funds to payment of the following:

- (i) Payments for the purchase of the Loans that are pooled into the Fund.
- (ii) Payment of the initial expenses of the Fund in accordance with that set forth in section 3.4.3. of this Prospectus Schedule
- (iii) Endowment of an Initial Reserve Fund.

### **Starting on the Fund's Closing Date and through the date of settlement of the Fund, exclusive**

On each Payment Date that is neither the Final Payment Date nor the date of the Clean-Up Call on the Fund, the Fund Manager will proceed to successively apply the Available Funds (hereinafter, "*Available Funds*") and the Amount Available for Amortisation in the cash flow waterfall established below for each payment (hereinafter, the "*Cash Flow Waterfall*").

## **1. Funds Source**

The Funds Available on each Payment Date to satisfy the payment or withholding obligations listed below shall be the amounts deposited in the Treasury Account for the following items:

- i) Revenue obtained from the Loans in the form of principal and interests calculated as follows:  
The income earned between the three calendar months prior to the Payment Date in question, except for the first Payment Date, which shall be the income earned between the Date of Formation, inclusive, and the last day of the calendar month prior to the Payment Date in question, inclusive.
- ii) Where applicable, other income from the Obligors for items other than principal and interest of the Loans in the three (3) months prior to the Payment Date in question. As an exception, on the first Payment Date, the period to be taken into consideration shall be the

period ranging from the Date of Formation to the last day of the calendar month prior to the Payment Date in question, both inclusive.

- iii) Return on the balance of the Treasury Account for the three (3) calendar months prior to the Payment Date in question. As an exception, on the first Payment Date, the period to be taken into consideration shall be the period ranging from the Date of Formation to the last day of the calendar month prior to the Payment Date in question, both inclusive.
- iv) The amount corresponding to the Reserve Fund on the Determination Date preceding the corresponding Payment Date.
- v) If applicable, the net amounts received by the Fund under the Interest Swap Contract and the amounts of the settlement received by the Fund if the said contract is terminated.
- vi) The proceeds of the settlement and, where applicable, of the Fund's assets.
- vii) Where appropriate, the amounts drawn down from the State Warranty, targeted exclusively at payment of interest or amortisation of principal of the Series AG without being subject to the Cash Flow Waterfall.

## **2. Application of Funds**

In general, the Available Funds will be applied on each Payment Date to the following items, hereby establishing the order of priority for payments as shown below if there are insufficient funds:

- (i) Payment of ordinary and extraordinary taxes and expenses of the Fund, hereby including the fee of the Fund Manager and the paying Agent's commission and excluding the payment to the Servicer of the corresponding commission for servicing of the Loans, except in the case of substitution provided for in section 3.7.2.4 of this Supplemental Addendum.
- (ii) Payment of the net amount due under the Swap Agreement and payment of the settlement amount, but only if the agreement is terminated because of a breach by the Fund.

- (iii) Payment of the accrued interest of the Series AS and AG Bonds, due and payable on previous Payment Dates, and reimbursement to the State of the amounts paid to the Fund for executions of the Warranty for the payment of interest on the guaranteed Series AG Bonds and not returned on previous payment dates (pro rata).
- (iv) Payment of interest on Series AS and AG Bonds (pro rata) accrued from the prior Payment Date to the Payment Date in question.
- (v) Payment of the interest of Series B Bonds, except for the case of deferral to (viii) (eighth) place in this Cash Flow Waterfall.

If the complete amortisation of the Class A Bonds and the repayment of the amount owed to the State through draw downs of the State Warranty for the amortisation of Series AG has not occurred or is not going to occur on the corresponding Payment Date, this payment shall be down-graded to (viii) (eighth) place in the event that on the last calendar day of the natural month preceding the corresponding Payment Date the accumulated sum of Defaulted Loans is greater than 35% of the initial amount of the Bond Issue.

- (vi) Payment of the interest of Class C Bonds, except for the case of deferral to (ix) (ninth) place in this Cash Flow Waterfall.

If the complete amortisation of the Class A and Series B Bonds and the repayment of the amount owed to the State through draw downs of the State Warranty for the amortisation of Series AG has not occurred or is not going to occur on the corresponding Payment Date, this payment shall be down-graded to (ix) (ninth) place in the event that on the last calendar day of the natural month preceding the corresponding Payment Date the accumulated sum of Defaulted Loans is greater than 23% of the initial amount of the Bond Issue.

- (vii) Retention of the Amount Available for Amortisation for application to the amortisation of the Class A, B and C Bonds in accordance with section 4.9.4 of the Prospectus Schedule.
- (viii) Payment of the interest accrued by the Series B Bonds when this payment is deferred to (v) (fifth) place in the Cash Flow Waterfall as set out in said section.

- (ix) Payment of the interest accrued by the Series C Bonds when this payment is deferred to (vi) (sixth) place in the Cash Flow Waterfall as set out in said section.
- (x) Retention of the amount sufficient to maintain the Minimum Level of the Reserve Fund required on the corresponding Payment Date.
- (xi) Payment of interest on the Loan A for the Reserve Fund.
- (xii) Amortisation of principal of Loan A for the Reserve Fund.
- (xiii) Payment of interest on the Loan B for the Reserve Fund.
- (xiv) Amortisation of principle of Loan B for the Reserve Fund.
- (xv) Payment of interest on Loan C for the Reserve Fund.
- (xvi) Amortisation of principal of Loan C for the Reserve Fund.
- (xvii) Payment of the amount due as a result of the termination of the Interest Rate Swap, except under the circumstances indicated in (ii) (two) above.
- (xviii) Payment of the interest on the Loan for Initial Expenses.
- (xix) Repayment of the principal on the Loan for Initial Expenses.
- (xx) Payment of the administration commission.

Should the Servicer of the loans be replaced by another entity, the administration commission payment, which shall accrue in favour of the new third-party Servicer, shall occupy the position contained in previous order (i), together with the remaining payments included there.

- (xxi) Payment of Financial Brokerage Fee:

The following shall be considered ordinary expenses of the Fund:

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

- b) Fees of the Rating Agency for monitoring and maintaining the rating of the Bonds.
- c) Expenses relative to the carrying out of the accounting record of the Bonds through their representation via account entries and for their admittance to trading on the secondary securities markets, and upkeep of the foregoing.
- d) The cost of auditing the annual accounts.
- e) Expenses derived from the amortisation of the Bonds.
- f) Expenses derived from the announcements and notifications related to the Fund and/or the Bonds.
- g) The management fee for the Fund Manager.
- h) The Servicer fee and the Paying Agent fee.

The following shall be considered extraordinary expenses of the Fund:

- a) If necessary, the expenses associated with preparing and formalising modifications to the Deed of Formation and contracts, as well as for any additional contracts.
- b) Expenses associated with executing the Loans and those derived from recovery actions that are necessary.
- c) Expenses for auditing and legal advice;
- d) Where applicable, any remaining initial costs of the constitution of the Fund and the Bond Issue that exceed the amount of the Loan for Initial Expenses.
- e) In general, any other necessary extraordinary expenses borne by the Fund or by the Fund Manager in representation and on behalf of the same.

### **3. Other rules**

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

- When a priority order has amounts for different items, the remainder of the Available Funds will be applied on a pro rata basis to the amounts required of each one, distributing the amount applied to each item based on the seniority of the debt. Notwithstanding the above, the amounts received against the State Warranty shall only be used on the next Payment Date immediately following receipt to cover shortages in the payment of principal and interest on Series AG.
- The funds will be applied to the different items mentioned in the previous section in accordance with the established payment priority order, distributed on a prorated basis among those items entitled to receive payment.
- The amounts that remain unpaid will be placed, on the following Payment Date, in a Cash Flow Waterfall position immediately before that of the item in question, with the exception of the interest on Series AS and AG Bonds, the order of which in the case of non-payment is explicitly detailed in the Cash Flow Waterfall.
- Any amounts owed by the Fund and unpaid on their respective Payment Dates will not accrue additional interest.

#### **On the Fund Settlement Date**

The Fund Manager shall proceed to settle the Fund when the Fund is settled on the Legal Final Maturity or the Payment Date on which the Clean-Up Call takes place as provided for in sections 4.4.3 and 4.4.4 of the Registration Document, by applying the Available Funds to the following items (hereinafter, the “*Funds Available for Liquidation*”): in the following cash flow waterfall (hereinafter, the “*Settlement Cash Flow Waterfall*”):

- (i) Reserve to cover the final tax, administrative or advertising expenses at the time of settlement.
- (ii) Payment of ordinary and extraordinary taxes and expenses of the Fund, hereby including the commission of the Fund Manager and the Paying Agent’s commission and excluding the payment to the Servicer of the corresponding commission for servicing the Loans, except in the case of substitution provided for in section 3.7.2.4 of this Supplemental Addendum.
- (iii) Payment of the net amount due under the Swap Agreement and payment of the settlement amount, but only if the agreement is terminated because of a breach by the Fund.



- (iv) Payment of interest on Series AS and AG Bonds due and payable on previous Payment Dates and reimbursement to the States for the amounts paid to the Fund by executions of the Warranty for the payment of interest on the guaranteed Series AG Bonds and not returned on previous Payment Dates (pro rata).
- (v) Payment of interest on Series AS and AG bonds (pro rata) accrued from the prior Payment Date to the Payment Date in question.
- (vi) Amortisation of the principal of the Series AS and AG Bonds and repayment to the State of the amount owed through executions of the Warranty for amortisation of the Series AG Bonds, in accordance with the rules laid down in section 4.9.4 of the Prospectus Schedule.
- (vii) Payment of the interest accrued by the Series B Bonds.
- (viii) Amortisation of the principal of the Series B Bonds.
- (ix) Payment of the interest accrued by the Series C Bonds.
- (x) Amortisation of the principal of the Series C Bonds.
- (xi) Interest accrued on Loan A for the Reserve Fund.
- (xii) Amortisation of the principal of Loan A for the Reserve Fund.
- (xiii) Interest accrued on Loan B for the Reserve Fund.
- (xiv) Amortisation of the principal of Loan B for the Reserve Fund.
- (xv) Interest accrued on Loan C for the Reserve Fund.
- (xvi) Amortisation of the principal of Loan C for the Reserve Fund.
- (xvii) Interest accrued on the Loan for Initial Expenses.
- (xviii) Repayment of the principal of the Loan for Initial Expenses.

- (xix) Payment of the amount due as a result of the termination of the Interest Rate Swap, except under the circumstances indicated in (iii) (three) above.
- (xx) Payment of the Servicer's commission for administering the Loans.
- (xxi) Financial brokerage fee.

When a priority order has debits for different items and the Funds available for settlement are not sufficient to meet the payments due, the remainder of the Funds available for settlement will be applied on a prorated basis, distributing the amount applied to each item based on the order of the maturity of demandable debits.

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

#### **3.4.7.1. Interest Rate Swap Agreement (“Swap”)**

The Fund Manager, on behalf of the Fund, will sign an Interest Rate Swap Agreement with Banco Pastor, S.A. in accordance with the Framework Financial Operations Contract (Contrato Marco de Operaciones Financieras) of the Spanish Banking Association (the “**Framework Agreement**”), the most relevant characteristics of which are described below.

Under the Interest Rate Swap Agreement, the Fund will make payments to Banco Pastor, S.A. calculated on the interest rate of the Loans and in exchange Banco Pastor, S.A. will make payments to the Fund calculated on the interest rate of the Bonds plus a spread, all pursuant to the following rules:

Party A: The Fund, represented by the Fund Manager  
 Party B: Banco Pastor, S.A.

- Settlement Dates: the settlement dates will coincide with the Bond Payment Dates
- Notional of the Swap: on each Settlement Date, the amount of the Outstanding Balance of the Loans up to date on payments and the Outstanding Balance of the Loans equal to or lesser than 90 days in arrears during the Settlement Period of Party A.

- Settlement Period for Party A: the days that have effectively elapsed during the three calendar months prior to the Settlement Date in progress. Exceptionally, the first settlement period will have a duration equivalent to the days elapsed between the Fund Formation Date (inclusive) and the final day of the month prior to the first Payment Date (inclusive).
- Amount to be paid by Party A: this will be the result of multiplying Party A's weighted average interest rate by the Notional of the Swap.
- Party A's weighted average interest rate: calculated by dividing the sum of (i) the ordinary interest collected and deposited in the Fund of the Loans during the Settlement Period for Party A (numerator) by (ii) the Notional of the Swap on the Determination Date corresponding to the Settlement Date in progress (denominator).
- Settlement Period for Party B: the days actually elapsed between two consecutive settlement dates, including the first and excluding the last. Exceptionally, the first settlement period shall have a duration equivalent to the days elapsed between the Closing Date of the Fund (inclusive) and the first Settlement Date (exclusive).
- Amount to be paid by Party B: calculated by applying the Interest Rate payable by Party B to the Notional of the Swap for the number of days in Party B's Settlement Period.
- Interest rate of Party B: for each Settlement Period of Party B, this shall be the Weighted Average Nominal Interest Rate on the Bonds, plus a spread of 85 basic points (0.85%). If the servicer is replaced, this spread shall be increased by the percentage that results from dividing the commission for the services of the new Servicer by the Notional of the Swap.
- The settlement basis shall be a 360-day year.

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

#### **Breach of the Interest Swap Agreement**

If on any Payment Date the Fund (Party A) does not have sufficient liquidity to pay the entire net amount owed to Party B, the unpaid amount shall be paid on the next Payment Date, provided that Party A has sufficient liquidity according to the Cash

Flow Waterfall. Should Party A fail to pay on two consecutive Payment Dates, the Interest Rate Swap Agreement may be terminated at the request of Party B. In the event of termination, the Party A shall assume, where applicable, the obligation of the final settlement amount as foreseen in the terms of the Swap Agreement in accordance with the Cash Flow Waterfall. Notwithstanding the above, except in a situation of permanent alteration of the financial balance of the Fund, the Fund Manager, on behalf of the Fund, will attempt to sign a new interest rate swap agreement under essentially identical conditions.

If Party B were to fail to meet its payment obligations for the full amount payable to Party A on any Payment Date, the Fund Manager may choose to terminate the Interest Rate Swap Agreement. In this case, Party B would assume, where applicable, the obligation to pay the settlement amount foreseen in the Contract. If the Fund Manager were to exercise the early cancellation option, it must look for an alternative financial entity to replace Party B as quickly as possible.

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

#### **Lowering of Party B's credit rating**

Party B shall assume the following commitments under the Interest Rate Swap Agreement:

- (i) If at any time during the life of the Bond Issue, neither Party B nor any of its Guarantors holds the First Level of Rating Required ("*Breach of First Level of Rating*"), Party B shall carry out one of the following measures within a deadline of thirty (30) Business Days from the occurrence of this circumstance:
  - 1) Obtain a Replacement with the First Level of Rating Required (or whereby the Replacement has a Guarantor with the Required First Level of Rating).
  - 2) Obtain a Guarantor with the Required First Level of Rating.
  - 3) Create a cash or security deposit in the Fund's favour in a credit institution with a short-term, unsecured and unsubordinated debt rating of P-1 according to the Moody's scale for an amount that does not have a negative impact on the rating of the Bonds,

calculated in accordance with the terms set out in Appendix III of the Interest Rate Swap Agreement.

(ii) If at any time during the life of the Bond Issue, neither Party B nor any of its Guarantors holds the Second Level of Rating Required (*“Breach of Second Level of Rating”*), Party B, acting in a diligent manner, shall carry out the following as expeditiously as possible:

- 1) Obtain a Guarantor with the Required Second Level of Rating; or
- 2) Obtain a Replacement with the Second Level of Rating Required (or whereby the Replacement has a Guarantor with the Required Second Level of Rating);
- 3) Until the alternatives set forth previously have been carried out, Party B must set up a cash deposit or security deposit in favour of the Fund at a bank with a rating for its short-term unsubordinated and unsecured debt of P-1 in accordance with the Moody’s scale, calculated on the basis of the Market Value of the Interest Rate Swap Agreement, for an amount that does not have a negative impact on the rating of the Bonds in accordance with the terms set out in Appendix III of the Interest Rate Swap Agreement, and must do so within a deadline of thirty (30) Business Days from breach of the Second Level of Rating.

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

The obligations of Party B in accordance with sections (i) and (ii) above as well as the Reasons for Early Settlement that stem from these, shall only take effect while the reasons that motivated Breach of the First Level of Rating or Breach of the Second Level of Rating, respectively, remain in force. The amount of the deposit to be made by Party B under sections (i) and (ii) above shall be returned to Party B when the reasons that motivated Breach of the First Level of Rating or Breach of the Second Level of Rating, respectively, have ceased.

**“Guarantor”** refers to the entity that provides an unconditional, irrevocable and first demand guaranteed with regard to the present and future obligations of Party B (hereinafter the **“Guarantee”**), and providing that (A) a firm of solicitors provides a legal opinion confirming that none of the payments made by this entity to Party A under the Guarantee is subject to deductions or retentions for or on account of a tax; or (B) the Guarantee determines that, if such a deduction or

retention exists, the payment made by this entity shall be increased by the amount necessary to enable the net payment received by Party A to be equal to the amount that Party A would have received had the deduction or retention not existed.

**“Replacement”** refers to that entity that subrogates in the contractual position of Party B in the Interest Rate Swap Agreement or that signs a new protective agreement with Party A, in terms that are substantially the same as the Interest Rate Swap Agreement (which will be confirmed by Party A, acting in a diligent manner), and providing that (A) a firm of solicitors provides a legal opinion confirming that none of the payments made by this entity to Party A is subject to deductions or retentions for or on account of a tax; or (B) if such a deduction or retention exists, the payment made by this entity shall be increased by the amount necessary to enable the net payment received by Party A to be equal to the amount that Party A would have received had the deduction or retention not existed. This entity, for all purposes, shall be considered as Party B in the Protective Agreement or in the new protective agreement that is signed.

An entity shall have the **“First Level of Rating Required”** (A) in the event that this party has a rating from Moody’s for its short-term and subordinated and unsecured debt of P-1 and the Moody’s rating for its long-term unsubordinated and unsecured debt is equal to or higher than A2, and (B) in the event that this entity does not have a rating from Moody’s for its short-term unsubordinated and unsecured debt, if the rating from Moody’s for its long-term unsubordinated and unsecured debt is equal to or higher than A1.

An entity shall have the **“Second Level of Rating Required”** (A) in the event that this party has a rating from Moody’s for its short-term and subordinated and unsecured debt of P-2 and the Moody’s rating for its long-term unsubordinated and unsecured debt is equal to or higher than A3, and (B) in the event that this entity does not have a rating from Moody’s for its short-term unsubordinated and unsecured debt, if the rating from Moody’s for its long-term unsubordinated and unsecured debt is equal to or higher than A3.

#### **3.4.7.2. State Warranty**

On the Fund Formation Date, the Ministry of Economy and Finance shall execute, by Ministerial Order, a warranty for the Fund (hereinafter, the **“State Warranty”** or the **“Warranty”**), whereby the Spanish State will secure the payment of the financial duties enforceable against the Fund derived from the Bonds of Series AG, which are

issued in a nominal amount of two hundred and two million (202,000,000) euros), in accordance with the following:

The Warranty will secure, with a waiver to the benefit of discussion established in article 1830 of the Civil Code, the payments of the principal and the interest of the Series AG Bonds (the “**Secured Series**”) and shall be contingent upon: (i) confirmation of the provisional ratings for each of the Series of Bonds by the Rating Agency as final on the Subscription Date, (ii) that the Management and Subscription Agreement of the Bond Issue is not terminated, (iii) payment of the fee of 0.30% of the amount secured set out below to the Directorate General of the Treasury and (iv) submission by the Fund Manager of the documentation mentioned in the next paragraph to the Directorate General of the Treasury and Financial Policy:

- (i) a copy of the Prospectus registered with the CNMV;
  - (ii) an authorised copy of the Fund’s Deed of Formation;
  - (iii) a certificate issued by the Assignor stating that the Loans meet the conditions of the Framework Agreement for collaboration annexed to the Order dated 10<sup>th</sup> January 2007 and that at least 90% of the Loans and 90% of the Loan balance is derived from small and medium-sized companies in accordance with the European Commission definition (Recommendation dated 6<sup>th</sup> May 2003);
  - (iv) a copy of the letter from the Rating Agency notifying the final ratings assigned to each Series of Bonds;
  - (v) a letter indicating the tax identification number assigned to the Fund;
- and
- (vi) an authorised copy of the notarised deed of disbursement of the Bond subscription executed by the Fund Manager.

The provision of the State Warranty shall result in a one-time fee of 606,000 euros, which is 0.30% of the nominal fixed-income securities secured, pursuant to the provisions of article 3, section 3 of the Order dated 10<sup>th</sup> January 2007. This fee shall be paid by the Directorate General of the Treasury and Financial Policy once the Fund has been formed and must be paid within a fifteen (15) days, counted from the day immediately after the date the Fund Manager was notified of payment, whereby the validity of the Warranty is contingent on said payment.

The Warranty shall be called in the event that, after paying the immediately preceding items in the Cash Flow Waterfall, the Fund’s Available Funds are insufficient to pay the interest or principle of the Bonds of the Secured Series on the corresponding Payment Dates, in accordance with the Cash Flow Waterfall set out in

section 3.4.6.2.2 of this Supplemental Addendum and in the Settlement Cash Flow Waterfall set out in section 3.4.6.2.3 of this Supplemental Addendum.

Should that be the case, the Fund Manager shall immediately give notification of the amount to be paid by the State to the Directorate General of the Treasury and Financial Policy, which, following verification, shall proceed to the payment through the Treasury Account opened in the name of the Fund with the Paying Agent. The payment, where applicable, of the amounts requested under the Warranty shall be made by the Directorate General of the Treasury and Financial Policy within at most ninety (90) days counting from the date of the reception of the written requirement of the Fund Manager.

The Fund Manager may arbitrate mechanisms, such that in the event of the situation described in the prior paragraph, the holders of the Secured Series Bonds may be paid the full or partial amount of the payment amount assumed by the Warranty on the natural date of maturity, even though the corresponding amount of the State Warranty has not been received, whereby the Fund shall bear, if applicable, the costs deriving from said mechanism.

On each Payment Date of the Secured Series Bonds, the Fund Manager shall communicate to the Directorate General of the Treasury and Financial Policy the outstanding balance of the Secured Series and, at the end of each fiscal year, an estimation of the financial charge of the Secured Series for the following fiscal year.

In addition, prior to each Payment Date, the Fund Manager shall send the information specified in the Resolution by the Directorate General of the Treasury and Financial Policy dated 23<sup>rd</sup> June 2005 in the conditions and including the content described therein.

The amounts paid by the State by virtue of the Warranty shall constitute an obligation of the Fund in favour of the State, in accordance with the Cash Flow Waterfall set forth in the Deed of Formation of the Fund, which is described in section 3.4.6.2.2 of this Supplemental Addendum.

The refund of the amounts drawn against the Warranty, whether they have been used for the payment of interest or for the reimbursement of the principal of the Bonds of the Secured Series Bonds, will be made on each of the following Payment Dates, until its total refund, and it will be charged to the Available Funds, occupying the same positions that they would have in the payment of the accrued interest and the amortisation of the principal of the Secured Series Bonds, respectively, in



accordance with the Cash Flow Waterfall of the Fund and the Settlement Cash Flow Waterfall set out in sections 3.4.6.2.2 and 3.4.6.2.3 of this Supplemental Addendum.

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

The Warranty will be cancelled when all the Secured Series Bonds have been fully amortised and in any event upon the Legal Final Maturity of the Fund.

### **3.4.7.3. Financial brokerage contract.**

Finally, the Fund Manager, on behalf of the Fund, will reimburse Banco Pastor, S.A. for the financial brokerage activities performed that have enabled the definitive financial transformation of the Fund's activity, the acquisition of the Loans, and the rating of each Series of Bonds.

The remuneration paid to Banco Pastor, S.A. under this heading consists of a variable and subordinate amount that is equal to the difference between the annual income and expenses, according to the Fund's official accounting records, less any negative tax bases from previous tax years which may be used to offset the accounting results of the tax year for the purposes of the annual Corporate Income Tax payment.

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

The Financial Brokerage Spread (between the amounts paid in advance and the Fund's results at the end of the tax year) will be adjusted on the first Payment Date of the next year, according to the Cash Flow Waterfall set out in section 3.4.6. of this Supplemental Addendum, when the result of such adjustment is an amount payable by the Fund to Banco Pastor, S.A.

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

The originator and Assignor of the securitised Loans is Banco Pastor, S.A.

Banco Pastor, S.A., has its registered office at Calle Cantón Pequeño, 1, 15003 A Coruña (Spain).

#### **Significant Economic Activities of Banco Pastor, S.A.**

The Banco Pastor, S.A. financial group operates primarily in banking, although it also has interests in the fields of insurance, investment and pension Fund management, financial brokerage, asset management and brokerage on cash, capital and currency markets.

Audited consolidated financial information as of 31.12.06 and 30.09.08 is given below. The information has been prepared in accordance with Bank of Spain Circular 4/2004.

**BALANCE SHEET (in thousands of euros)**

	SEP. 08	DEC. 07	DEC. 06
<b>Balance sheet (thousands of €)</b>			
Gross credit investment (ex. securitisation)	24,710,879	24,134,811	20,678,883
Of which: other resident sectors with real guarantee (ex. Securitisation)	14,344,601	13,776,373	11,816,730
Total customer deposits	14,304,046	13,162,564	10,966,395
Customer resources no in balance sheet	2,141,947	2,634,394	2,680,073
Total assets	27,552,508	25,326,457	23,782,247
Net wealth	1,586,174	1,570,234	1,382,542
<b>Risk management %</b>			
Delinquency index	2.60	0.82	0.69
NPR coverage ratio	64.1	236.3	280.7
<b>Profits (thousands of €)</b>			
Net interest income	408,332	532,474	458,818
Core earnings	531,560	693,577	601,806
Net interest income, fees, trading results and others	693,248	740,120	637,699
Operating income	436,827	436,335	353,629
Profits before taxes	237,330	295,185	250,687
Profits attributed to consolidated group	169,987	202,134	156,016
<b>Profitability and efficiency %</b>			
Efficiency ratio	34.33	39.16	41.93
ROA	0.82	0.82	0.72
ROE	18.01	18.27	16.00
<b>Solvency %</b>	Basel II	Basel I	Basel I
BIS ratio	11.05	11.7	12.3
Of which: TIER 1	7.91	7.2	7.3
<b>Shares and stock in trade</b>			
Number of shares	261,685,468	261,885,488	261,685,468
Trading price (euros)	6.05	10.66	14.75
Profits per share attributed to group (annualised)	0.87	0.77	0.60
PER (price/group earnings per share) (annualised)	6.99	13.80	24.74
<b>Miscellaneous data</b>			
Number of shareholders	71,285	73,475	74,720
Number of employees	4,632	4,615	4,255
Number of branch offices	662	656	607

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

Not applicable.

### **3.7 SERVICER, CALCULATION AGENT OR SIMILAR**

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

"GC FTPYME PASTOR 6, Fondo de Titulización de Activos" shall be formed by "Gesticaixa, SGFT, S.A." as the Fund Manager empowered to act as such and consequently to administer and legally represent the Fund GC FTPYME PASTOR 6 Fund pursuant to the provisions of Royal Decree 926/1998, dated 14<sup>th</sup> May, which regulates asset securitization funds and the managers of asset securitization funds.

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

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

The Bondholders and other ordinary creditors of the Fund shall not have any action against the Fund Manager, except for the breach of its duties or the failure to observe the provisions set forth in the Deed of Formation and the Prospectus.

#### **3.7.1.2 Administration and representation of the Fund**

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

- (i) Manage the Fund with the objective that its 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) Verify that the revenues received by the Fund match the revenues which the Fund should receive pursuant to the different agreements from which those revenues are derived. If necessary, take legal or extra-judicial actions to protect the rights of the Fund and those of the Bondholders.

- (iv) Use the Fund's revenues to satisfy the Fund's payment obligations in accordance with the Deed of Formation and the Prospectus.
- (v) Extend or modify the contracts signed on behalf of the Fund to allow the Fund to operate under the terms set forth in the Deed of Formation and the Prospectus and the legislation in force at all times, provided that authorisation is obtained from the competent authorities as needed; the Ratings Agency is notified; and the interests of the Bondholders are not jeopardised or the ratings assigned to the Bonds by the Rating Agency are not jeopardised.
- (vi) Perform the calculations it is obliged to perform under the Interest Rate Swap Agreement.
- (vii) Replace each one of the service providers of the Fund under the terms provided for in the Deed of Formation and in the Prospectus, provided that this is allowed by the legislation in force at any given time. In any circumstances, these acts shall require the prior authorisation from the competent authorities, if these are required, and notification to the Rating Agency, and providing that these actions are not detrimental to the interests of the Bondholders or do not jeopardise the rating awarded to the Bonds by the Rating Agency. In particular, should the Assignor default on its obligations as the Servicer of the Loans, the Fund Manager shall take the measures necessary to ensure the proper administration of the Loans.
- (viii) Issue the pertinent instructions to the Paying Agent in relation to the Treasury Account.
- (ix) Issue the pertinent instructions to the Paying Agent in relation to the payments to be made to Bondholders and any other entities to whom payments must be made.
- (x) Determine and make payments toward the principal and interest of the Loan for Initial Expenses and of the Loans for the Reserve Fund.
- (xi) Issue the pertinent instructions in relation to the State Warranty.
- (xii) Certify to the Directorate General of the Treasury and Financial Policy and the Directorate General of SME Policy on each Payment Date the Outstanding Balance of Principle of Series AG and, if applicable, the early amortisation dates and non-preset amounts affecting the balance of the Outstanding Balance of Principal of the Series AG Bonds.

- (xiii) Appoint and, if necessary, replace the Fund auditors with the prior approval of the CNMV, if required.
- (xiv) Prepare and forward any information reasonably requested by the Rating Agency, the CNMV or any other supervisory body.
- (xv) Prepare and submit to governing bodies all documents and information that must be submitted as established by the CNMV; prepare and forward all legally-required information to Bondholders.
- (xvi) Take the opportune decision in relation to the clean-up call, including the decision to issue a Clean-Up Call on the Fund and to amortise the Bond Issue early. Likewise, adopt the appropriate decisions in the case of the termination of the formation of the Fund.
- (xvii) Determine the interest rate applicable to each Series of Bonds for each Interest Accrual Period and the principal of each Series to be amortised on each Payment Date.
- (xviii) Exercise the rights inherent to the ownership of the Non-Mortgage Loans and the Mortgage Transmission Certificates acquired by the Fund.
- (xix) Provide the Bondholders, the CNMV and the Ratings Agency with any and all information and notices required by law.

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

### **3.7.1.3. Resignation and substitution of the Fund Manager**

#### **Substitution of the Fund Manager**

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

### **In the event of Resignation,**

- (i) The Fund Manager may resign from its duties of administration and legal representation of all or part of the funds that it manages when it deems appropriate by means of a written request for substitution to the CNMV, which further designates the substitute fund manager. The said document shall be accompanied by another one from the new Fund Manager in which it declares its acceptance of such duties and incorporates the corresponding authorisation.
- (ii) The authorisation of the substitution on the part of the CNMV will be contingent on the fulfilment of the following requirements:
  - a) The delivery to the new fund manager of the accounting and electronic records by the substituted Fund Manager. Such delivery will only be considered to have taken place when the new fund manager can fully assume its role and communicates this circumstance to the CNMV.
  - b) The rating assigned to the Bonds by the Rating Agency may not be diminished as a consequence of the proposed substitution.
- (iii) In no case shall the Fund Manager resign from the exercise of its duties until all the requisites and procedures have been fulfilled so that its substitute is able to assume its duties.
- (iv) The expenses that result from the substitution will be charged to the resigning Fund Manager and in no case shall be charged 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 where the bonds issued by the Fund are listed. Likewise, the Fund Manager must notify the Rating Agency of the substitution.

### **In the Event of Mandatory Replacement**

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

- (ii) Always where, in accordance with the previous section, four months have elapsed since the determining event for substitution and a new fund manager has not been found willing to take on the management, the Fund will be settled early and the Bonds issued against the Fund and of Loans will be amortised early.

The Fund Manager will be obliged to grant the public and private documents necessary to proceed with the replacement by the other fund manager, in companies with the foreseen regime of the prior paragraphs of this section. The substitute fund manager shall subrogate the rights and obligations that correspond to the Fund Manager under the Fund's Deed of Formation and the Prospectus. Likewise, the Fund Manager shall hand over to the substitute fund manager all of the documents and accounting and computer registries related to the Fund that are in its possession.

#### **3.7.1.4. Subcontracting**

The Fund Manager shall be authorised to subcontract or delegate to third-parties of recognised solvency and capacity, the rendering of any of the services that must be performed in the course of its duties as legal representative and Servicer of the Fund, in accordance with that established in the Deed of Formation and in this Prospectus, providing the subcontractor or delegate has waived the right of any action to claim liability against the Fund. In any case, subcontracting or delegation of any service: (i) may not involve any additional cost or expense to the Fund, (ii) must be legally possible, (iii) shall not give rise to a downgrade in the rating granted to any of the Series of Bonds by the Rating Agency, and (iv) shall be notified to the CNMV, with the prior authorisation whenever legally required. Notwithstanding any subcontracting or delegation, the Fund Manager shall not be exonerated or discharged from any of its responsibilities assumed by virtue of the Deed of Formation and the Prospectus that are attributable or demandable by law.

#### **3.7.15. Remuneration of the Fund Manager**

In return for its duties, the Fund Manager will receive on each Payment Date, commencing on the first Payment Date (inclusive), a management fee that shall accrue on a quarterly basis in favour of the Fund Manager. Said commission shall be understood as gross, in the sense that it shall include any direct or indirect tax or withholding applicable thereto.

If the Fund Manager is replaced as provided for in the next section, the payments mentioned in this section may be modified as a consequence of the selection of a



replacement fund manager, but only after the new conditions are agreed with the Assignor.

### **3.7.2. Administration and custody of the securitised assets**

Banco Pastor, S.A., as the Assignor of the Loans to be acquired by the Fund, pursuant to the provisions of article 2.2.b) of Royal Decree 926/1998 and in respect of the Mortgage Transfer Certificates in article 61.3 of Royal Decree 685/1982, shall continue to be responsible, as the Fund's agent represented by the Fund Manager, for the administration and management of the Loans (with respect to this status, hereinafter, the "*Servicer*"). The relationship between Banco Pastor, S.A. and the Fund, represented by the Fund Manager, inasmuch as the custody and administration of the Loans and the deposit of the Mortgage Transfer Certificates are concerned, is regulated in the Servicer Contract.

Banco Pastor, S.A. shall accept the mandate received from the Fund Manager in the Administration Contract.

Within the framework of its mandate, Banco Pastor, S.A. may take any actions it considers reasonably necessary or convenient, employing the same diligence and procedures to recover the due and unpaid amounts of the Loans as it would were the credits rights part of its own portfolio. To this end, it may take the habitual actions in this type of situation.

In the event of the non-payment of any principal or interest on a Mortgage Transfer Certificate due to non-payment of the Mortgage Loan by the Obligor, the Fund Manager, on behalf of the Fund as the holder of the Mortgage Transfer Certificates, shall be vested with all of the powers foreseen in article 66 of Royal Decree 685/1982.

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

Under any of the circumstances described in sections c) and d) of article 66 of Royal Decree 685/1982, the Fund Manager, in representation of the Fund, may ask a competent Judge or Notary Public to commence or continue the execution proceedings. Said request shall be accompanied by the original Mortgage Transfer Certificate with the breakdown, the notarised summons mentioned in section (c) above and a certificate of the registration and existence of the mortgage in the register. Banco Pastor, S.A. will be obliged to issue a certificate of the outstanding balance of the Mortgage Loan.

Likewise, in these cases in which the Fund Manager, in representation of the Fund, assumes the position of Banco Pastor, S.A. in the procedures instigated by the latter or initiates a process of mortgage execution, the Fund Manager shall proceed with the sale of the adjudicated properties in the shortest possible period under market conditions.

The Assignor shall have the right to first refusal for the purchase of those properties that had been mortgaged in guarantee of the Loans that it administers or other assets that back the loans and which are awarded to the Fund, within a period of ten (10) Business Days from the date on which notification is given through the Fund Manager of the intention to transfer the property. The right of first refusal shall imply that the Assignor may acquire the property or assets under the best terms that have been offered to the Fund Manager.

All the operations indicated in this section with regard to the Mortgage Transfer Certificates shall be carried out under the terms set forth under Title IV of Book III of the Code of Civil Procedure.

With regard to the Non-Mortgage Loans formalised by public instrument, if the non-compliance is the result of non-payment by the Obligors, the Fund, represented by the Fund Manager, shall have the right to executive action against the Obligors in accordance with the processes set forth for said procedure in the Code of Civil Procedure. This right shall be exercised by the Fund Manager, in representation of the Fund, only in the event that the Servicer does not exercise his duties in accordance with habitual use.

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

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

- (i) To exercise the administration and management of the Loans acquired by the Fund in the terms of the regime and ordinary procedures of administration and management set forth in section 2.2.7. of this Supplemental Addendum and Appendix 10 of the Deed of Formation.

- (ii) To continue administrating the Loans, dedicating the same time and attention to them and the same level of skill, care and diligence in the administration of same that it would dedicate and exercise in the administration of its own loans. Under all circumstances it shall exercise an adequate level of skill, care and diligence in the provision of services within the bounds of that mandate.
- (iii) That the procedures that it applies and will apply for the administration and management of the Loans are and will continue to be in conformity with the applicable laws and legal regulations in force.
- (iv) To carry out the instructions of the Fund Manager with due allegiance.
- (v) To indemnify the Fund for damages that may derive through breach of the contractual obligations.

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

The Servicer hereby waives the powers and privileges lawfully conferred upon it as the Fund's collections manager, as Servicer of the Loans and as depository of the corresponding public instruments and deeds, specifically in accordance with the provisions of articles 1,730 and 1,780 of the Civil Code and 276 of the Commercial Code.

#### **Action against the Assignor**

The Fund Manager, in representation and on behalf of the Fund, shall have executive action against the Assignor for the effectiveness of the maturity of the Loans for principal and interest, when the breach of the payment obligation of said items is not a consequence of the failure to pay by the Obligor.

Likewise, in the event of the Assignor being in breach of the obligations set forth in the above section, the Fund shall have declarative action against the Assignor through its Fund Manager, for breach of those obligations in relation to the Loans, in conformity with the procedures foreseen for such process in the Code of Civil Procedure.

The Mortgage Loans being extinguished, the Fund, through the Fund Manager, will retain action against the Servicer until the fulfilment of its obligations.

### **3.7.2.1. Regime and ordinary procedures of administration and management of the Loans**

The succinct description and summary of the regime and ordinary procedures of administration and management of the Loans regulated through the Administration Contract is the following:

#### **1. Custody of deeds, documents and files**

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

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

#### **2. Collections Management**

The Servicer will continue with the collection management of all amounts that should be satisfied by the Obligors deriving from the Loans, as well as any other concept including those that correspond to the property damage insurance contracts on the mortgaged property securing the Mortgage Loans. The Servicer shall exercise due diligence so that the payment that the Obligors, third-party guarantors or insurance companies should make is collected in accordance with the contractual terms and conditions of the Loans.

Payment by the Servicer to the Fund of the amounts received through the Loans that it administers shall be made in the manner described in section 3.4.5. above.

### **3. Setting the interest rate**

With regard to the Loans that have a variable interest rate, the Servicer shall continue to fix said interest rates in accordance with the provisions set forth in the corresponding loan contracts, drawing up the communications and notifications that these establish to that effect.

### **4. Information**

The Servicer must periodically communicate to the Fund Manager the information relating to the individual characteristics of each one of the Loans, with regard to compliance by the Obligors of their payment obligations of the Loans, with regard to the arrears situation, with regard to the changes made to the characteristics of the Loans, and with regard to the actions of demanding payment in the case of arrears and of judicial actions, all through the procedures and with the periodicity established in the Administration Contract. Every month, the Servicer shall send information to the Fund Manager on the previous month's portfolio, movements and the amortisation table of the loans.

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

### **5. Subrogation of the Loans**

The Servicer shall be authorized to allow substitutions in the position of the Obligor in the Loan contracts, exclusively in the cases where the characteristics of the new Obligor are similar to those of the old and fit the criteria for the granting of the loans described in the corresponding memorandum governing the criteria for the granting of loans, annexed to the Fund's Deed of Formation and in section 2.2.7 of the Supplemental addendum, provided that the expenses derived from this modification are paid in their entirety by the Obligors. The Fund shall not be liable for costs stemming from the replacement procedure.

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

With regard to the Mortgage Loans, the Obligor may instigate the subrogation of the Servicer in the aforementioned Mortgage Loans under the provisions set forth in

Law 2/1994. The subrogation of a new creditor in the Mortgage Loan and the resulting payment of the amount owed will produce the early amortisation of the Mortgage Loan and of the corresponding Mortgage Transfer Certificate.

**6. Powers and actions in relation to the renegotiation of the Loans.**

The Servicer cannot voluntarily cancel the Loans or their guarantees for any reason apart from the payment of the Loan, surrender or 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 Loans or the guarantees, without prejudice to attending to the petitions of the Obligors with the same diligence and procedure that it would if the Loans were its own.

The Assignor, as Servicer of the Loans, shall be authorised, as of the Fund Formation Date onwards, provided that the rating awarded to the Bonds is not jeopardised any way whatsoever, that this does not affect the statements regarding the Mortgage Loans in section 2.2.8 above, that this does not affect the payments to be made to the Fund in a negative fashion, and the Fund Manager is notified and the Fund Manager in turn notifies the Rating Agency, to:

- I. Allow subrogations in the Loan contracts, exclusively in the cases where the characteristics of the new Obligor are similar to those of the old obligor and fit the criteria for the granting of the loans described in the corresponding memorandum governing the criteria for the granting of loans, annexed to the Fund's Deed of Formation and in section 2.2.7. of the Supplemental Addendum, provided that the expenses derived from this modification are paid in their entirety by the Obligors. In this event, the Assignor shall issue a new multiple certificate which includes the subrogation carried out.
- II. To agree amendments to the interest rates and the final maturity of the loans with the obligors, in the manner set forth in the following points.

**a) Renegotiating of the interest rate**

In accordance with the provisions of the Deed of Formation, the interest rate of the Loans may be renegotiated subject to the following rules and limitations:

1. Under no circumstances shall the Servicer be able to open renegotiations of the interest rate that could result in a reduction of the interest rate applicable to a Loan on its own initiative, without a request from the Obligor. The Servicer, without encouraging renegotiation of the interest

rate, should act in relation to said renegotiation with the interests of the Fund ever present.

2. Without prejudice to the provisions determined in section 3 below, the Servicer may renegotiate the clause of the rate of interest of the Loans in conditions that are considered to be market conditions and are not different to those that the Servicer would apply in the renegotiating or in the granting of its own credits and loans. For these purposes, the interest rate shall be taken as the market interest rate offered by credit institutions in the Spanish market for loans and credits granted to SMEs of a similar amount and featuring conditions that are similar to the Loan.
3. Under no circumstances may the occasional renegotiation of the interest rate applicable to a Loan be carried out if (i) the result of its modification is a variable interest rate with a reference index that is different uses for its own loans or credits and (ii) the average weighted interest rate of the Outstanding Balance of the Loans is less than the three-month (3) EURIBOR rate used by the Fund Manager on the last Reference Interest Rate Fixing Date plus an annual spread of 0.70%.

The Fund Manager, on behalf of the Fund, may at any time during the term of the life of the Fund, cancel or suspend the Servicer's authority to modify the interest rate with just cause.

**b) Extension of the maturity**

The date of final maturity or of the last amortisation of the Leases can be deferred subject to the following rules and limitations:

- i) In no case will the Servicer be able to begin by its own initiative, that is, without being by request of the Obligor, the modification of the final due date of the Loan, from which could result the extension of the same. The Servicer, without encouraging the extension of the maturity, 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 Leases assigned to the Fund over which a deadline extension occurs to the maturity shall not exceed **10%** of the Opening Balance.

- iii) The extension of the due date for any particular Loan may be carried out so long as the following requirements are met:
  - (a) In all cases, the frequency of the instalment payments of the capital or principal of the Loan is maintained or reduced, while maintaining the same amortisation system.
  - (b) That the new final maturity or date of final amortisation will, at the latest, be 30.04.48.

The Fund Manager, 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 Servicer that are established in this section, or in the case of modification, that it had previously authorised. 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 Servicer will communicate immediately to the Fund Manager the conditions resulting from each renegotiation. Said communication will take place through the electronic register foreseen for the updating of the Loans conditions.

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

## **7. Action against Obligors in Case of Loan Default**

### **Action in the case of delay**

The Servicer 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 breach on the payment obligations by the Obligor, the Servicer 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. In this case the Servicer shall be obliged to meet those expenses necessary to carry forth said actions, without prejudice to the right to reimbursement from the Fund. Such actions include all judicial or extrajudicial



actions that the Servicer considers necessary for the claim and collection of the amounts due by the Obligors.

### **Judicial Actions**

The Servicer, by virtue of the fiduciary title to the Loans or by virtue of its powers that are mentioned in the following paragraph, will exercise the corresponding actions against the Obligors that default on their payment obligations derived from the Loans. Said action should be exercised through the corresponding legal enforcement proceedings in conformity with the provisions set forth in articles 517 et seq. of the Code of Civil Procedure.

For the foregoing purposes and for the purposes of the provisions set forth in articles 581.2 and 686.2 of the Code of Civil Procedure, as well as wherever necessary, the Fund Manager in the Deed of Formation bestows power of attorney as broad as may be required by law in favour of Banco Pastor, S.A. so that the latter, acting through any of its representatives with sufficient authority to that end, may, in name and representation of the Fund Manager as legal representative of the Fund and acting on instructions from the Fund Manager, demand, through any judicial or extra-judicial means, that the Obligor of any of the Loans pay its debt and to carry out legal action against same, in addition to other faculties required for the exercise of its functions as Servicer. These faculties may be extended or modified through another deed if necessary.

In particular, the Servicer is bound to:

- Exercise any judicial or extra-judicial actions that may correspond to the Fund vis-à-vis the Obligor, and
- Perform all acts that may be necessary or appropriate for effectively exercising such actions.

In relation to the Loans, the Servicer should, in general, present an executive demand if, during a period of six (6) months, the Obligor of a Loan that has defaulted on its payment obligations has not resumed payments to the Servicer and the Servicer, with the consent of the Fund Manager, fails to obtain promise of payment satisfactory for the interests of the Fund. The Servicer, in any case, should proceed immediately to file the suit for enforcement if the Fund Manager, in representation of the Fund and subject to prior analysis of the specific circumstances, deems it appropriate.

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

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

The Servicer is obliged to provide timely information of the requests for payment, judicial actions, or any other circumstances that affect the collection of the pending overdue amounts for the Loans (see point 3.7.2. of this Supplemental Addendum). Likewise, the Servicer shall provide the Fund Manager with 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 Fund Manager.

Specifically, the Servicer undertakes to notify the Fund Manager of the dates, locations and conditions of the auctions of goods, whether chattel or real estate, and rights within five days following notification of the judicial sentence requiring the auction, so that the Fund Manager may take any measures it deems appropriate and issue related instructions to the Servicer sufficiently in time.

In the event that the auctions are not attended, the Servicer undertakes to request adjudication of the goods in favour of the Fund or any third party designated by the Fund Manager on the Fund's behalf

#### **8. Insurance for damage and fire to the mortgaged real estate**

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

The Servicer, in case of an accident, should coordinate the collection of the indemnities derived from the fire and property damage insurance policies on the mortgaged property in accordance with the terms and conditions of the Loans and

the policies themselves, depositing to the Fund, if applicable, the amounts of principal and interest assigned to the Fund. Banco Pastor, S.A. shall bear the costs incurred as a result of (i) the non-existence of a property damage insurance policy or (ii) non-payment of any insurance policy premiums on the mortgaged properties.

## **9. Compensation**

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

## **10. Subcontracting**

The Servicer may subcontract or delegate any of the services that it has agreed to provide by virtue of the foregoing and the Deed of Formation, except for those that cannot be delegated under applicable law. Said subcontracting may under no circumstances result in any additional cost or expense for the Fund or the Fund Manager or result in a reduction of the rating granted to each of the Series of Bonds by the Rating Agency. Notwithstanding any subcontracting or delegation, the Servicer will not be exonerated nor liberated, through such subcontracting or delegation, of any of its responsibilities assumed by virtue of the Deed of Formation, this Prospectus and the Administration Contract or any that are legally attributable or demandable to it.

## **11. Notifications**

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

The Obligors shall not be notified of the assignment of the Loans by Banco Pastor, S.A. on the Formation Date. For these purposes, notification is not a requirement for the loan assignment to be valid. The aforementioned notwithstanding, the Fund Manager shall instruct Banco Pastor, S.A. on its obligation to notify the assignment of the Loans and that the payments arising from the same shall only have discharge effects if made in the name of the Fund and paid into the Treasury Account, and Banco Pastor, S.A. shall make the notification under these terms to the Obligors (and

as applicable, to any third party guarantors and insurance companies with which the obligors may, where applicable, have signed insurance policies for damages related to the Mortgage Loans underlying the Mortgage Transfer Certificates) when the Fund Manager deems appropriate. In all cases, said notification shall necessarily be made by the Assignor (or the Fund Manager if the Assignor fails to make it, as foreseen later in this document) in any of the following cases (hereinafter, “**Cases for Notification**”):

- (i) in the case of insolvency or signs of insolvency, intervention by the Bank of Spain, liquidation or substitution of the Assignor, in the case of revocation of authorisation to operate as a credit institution in Spain.
- (ii) in the event that the rating of the unsubordinated, unsecured long-term debt of Banco Pastor, S.A. is reduced to a rating below Ba2 on the Moody’s rating scale at any time during the life of the Bonds, and provided that it has not obtained an irrevocable, unconditional first-demand guarantee, expressly waiving the right of discussion, compliance with Banco Pastor’s obligations as Servicer of the Loans by a institution with a rating for its short-term debt no less than P-1 by Moody’s. This guarantee must be obtained for the amount equal to the inflows originating from the Loans for the three months with the greatest amount collected over the last year, and this collection amount shall comprise the delivery by the Servicer of all of the amounts that the Servicer receives (i) from the Obligors of the Loans derived from the Loans (whether there is or is not a judicial or any other type of claim) and (ii) the amounts collected, where applicable, from the insurance policies corresponding to the Loans whose rights are assigned to the Fund, in the terms set out in section 3.3.1 of the Supplemental Addendum to the Prospectus Schedule, provided that they are paid by the Obligors by virtue of their respective Loan contracts or the corresponding insurance policies and, where applicable, third-party guarantees.
- (iii) in the event that Banco Pastor, S.A. loses its rating by Moody’s for its unsubordinated, unsecured long-term debt at any time during the life of the Bonds, provided that the unsubordinated, unsecured long-term debt of Banco Pastor, S.A. does not have a rating of at least Baa3 (or an equivalent credit rating) from one of the main rating agencies; and provided that it has not obtained an irrevocable, unconditional first-demand guarantee, expressly waiving the right of discussion, compliance with Banco Pastor’s obligations as Servicer of the Loans by a institution

with a rating for its short-term debt no less than P-1 by Moody's and for the amount given in section (ii) above.

- (iv) in the event that the unsubordinated, unsecured long-term debt of Banco Pastor, S.A. at any time during the life of the Boans is not rated by any of the major ratings agencies, and provided that it has not obtained an irrevocable, unconditional first-demand guarantee, expressly waiving the right of discussion, compliance with Banco Pastor's obligations as Servicer of the Loans by a institution with a rating for its short-term debt no less than P-1 by Moody's and for the amount given in section (ii) above.
- (v) The Fund Manager, in the event that it deems doing so necessary in the best defence of the interests of the Bondholders.

The Assignor or, where applicable, the Fund Manager shall use the certified communications channel it considers most speedy and effective and for that purpose the Fund Manager shall have the right to request of Banco Pastor, S.A. and Banco Pastor, S.A., the obligation to supply any information considered necessary or convenient by the Fund Manager.

The Assignor shall notify the assigning to the Loan Obligors (and if necessary to any third party guarantors and insurance companies with which the obligors may, where applicable, have signed insurance policies for damaging related to the Mortgage Loans underlying the Mortgage Transfer Certificates) immediately on receipt of the instruction by the Fund Manager and in all cases, it shall accredit to the Fund Manager, within a maximum term of five (5) Business Days after sending that instruction, of the effective notification to the Obligors, together with an acknowledgement of receipt of those notifications.

However, both in the event that the Assignors fails to notify the Obligors and, if appropriate, the third-party guarantors and the insurance companies, within five (5) Business Days following receipt of the summons, as well as in the case of bankruptcy or receivership of the Assignor, it shall be the Fund Manager that directly makes notification to the Obligors and, if appropriate, to the third-party guarantors and to the insurance companies. To that effect, in the Deed of Formation, the Assignor shall grant the widest powers existing by law for the latter to notify the assigning of the Loans at the time it considers most appropriate. In particular, the Fund Manager shall immediately notify the assigning of the Loans using certified channels if any of the Cases for Notification arises, if the Assignor has not accredited the certified

notification of the assignment to the Obligors within a term of five (5) Business Days as stipulated above.

For the above purpose, the Assignor undertakes to notify the Fund Manager immediately in the case of a Case for Notification being made.

Without prejudice to the above, the Assignor shall be obliged to make the notifications referred to in this section directly in the event it is aware of a Case for Notification arising, without the need for a previous request to be made by the Fund Manager.

The Assignor shall assume all the costs of notifying the Obligors even in the case that such notification is made by the Fund Manager and undertakes to cooperate with the Fund Manager in sending the notifications to the Obligors.

#### **3.7.2.2. Term and substitution**

The services will be rendered by the Servicer until, once the entirety of the Loans acquired by the Fund are amortized, the obligations assumed by the Servicer are extinguished, or when the clean-up call is concluded, without prejudice to the possible early revocation of its mandate in conformity with the terms set forth below.

**Mandatory replacement: In the case of (hereinafter “Cases for Potential Replacement”):**

- (i) the Servicer requesting to be declared bankrupt or the request presented by a third party of the Servicer being admitted for processing or intervention by the Bank of Spain, or if a corporate, regulatory or court decision is taken for the liquidation, winding up, dissolution or placing in receivership of the Assignor or as applicable, revocation of its authorisation to operate as a financial institution in Spain;
- (ii) breach by the Assignor, as the Servicer of the Loans, of the obligations imposed on it by the Administrative Contract;
- (iii) any change in the financial situation of the Servicer that, in the opinion of the Fund Manager, might entail harm or risk to the financial structure of the Fund or the rights and interests of the Bondholders; or

in addition to requesting the Servicer to comply with its obligations under the Administration Contract, the Fund Manager shall, if legally possible, take any of the following steps among others, after first notifying the Rating Agency: (i) request the Assignor to subcontract or delegate another company with the performance of the obligations and commitments assumed in the Administration Contract; (ii) guarantee all of the obligations of the Servicer through a third-party entity with sufficient credit rating and quality; (iii) substitute the Servicer and, as such, terminate the Administration Contract, in which case the Fund Manager must previously designate a new Servicer that has sufficient credit quality and agrees to accept the obligation set forth in the Administration Contract or, if appropriate, in a new administration contract.

Without prejudice to the foregoing, in the event that the Assignor's credit rate falls below Baa3 on the Moody's scale, the Assignor undertakes to formalise and administration contract with a third party, such that said third party shall carry out the functions set out in the Deed of Formation with respect to the loans administered by the Assignor. Said contract shall enter into force and, as such, the stipulations set out in said contract shall be carried out when deemed appropriate by the Fund Manager.

In the event of a Case of Potential Replacement of the Assignor as the Servicer or if its credit rating falls below Baa3 on the Moody's scale, the Servicer shall enlist the services of an entity with sufficient technical capacity to replace the Assignor, within a term of no more than 60 calendar days from the date on which that Case for Potential Replacement occurred. That entity shall be responsible for the tasks of administering the Loans if the Fund Manager decides that the Assignor should be replaced as the Servicer. In the event that the Servicer fails to comply with that obligation within 60 calendar days, the Fund Manager shall be responsible for enlisting the services of the new servicer within the shortest possible time.

To that effect the foregoing servicer with sufficient technical capacity shall be familiar with the administration, monitoring and management of ordinary and contentious collections and for finance operations that are similar to Loans. The Servicer undertakes to facilitate access by the new servicer to all facilities, information and systems relating to the Loans that may be necessary for the normal administration thereof, from the moment the appointment has been notified to it. The Fund Manager and the new servicer shall draw up an action procedure for guaranteeing the effective transfer of the Loan administration service to the new servicer. That procedure shall be notified to the Rating Agency.

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

**Voluntary replacement:** If the law allows, the Assignor may ask to be replaced as the servicer of the Loans. The Fund Manager shall authorise the replacement provided that the Assignor has found an entity to replace it as the servicer and the ratings of the Bonds assigned by the Rating Agency will not be affected, wherefore the latter shall be notified of such replacement.

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

The mandate granted by the Fund Manager on behalf of the Fund to the Servicer shall be lawfully terminated if the Ratings Agency does not confirm the provisional ratings of each of the Series as final before the Subscription Date.

Any additional cost or expense derived therefrom will be covered by the Servicer and under no circumstances by the Fund or the Fund Manager.

### **3.7.2.3. Responsibility of the Servicer and indemnification**

In no case shall the Servicer have any liability in relation to the obligations of the Fund Manager in its capacity as servicer of the Fund and manager of the interests of the Bondholders, nor in relation to the obligations of the Obligors derived from the Loans, this without prejudice to the responsibilities assumed by it in the Deed of Formation as Assignor of the Loans acquired by the Fund.

In accordance with the provisions of Royal Decree 926/1998 and 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 Obligors, 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 Servicer assumes the obligation to indemnify the Fund or the Fund Manager for any damage, loss or expense these may have incurred by reason of the breach by the Servicer of its obligations of administration, management and information of the loans and custody of the mortgage transfer certificates.



The Fund Manager, in representation and on behalf of the Fund, as holder of the Mortgage Transfer Certificates, will have, in its case, executive action against Banco Pastor, S.A. as issuer of the Mortgage Transfer Certificates for the effectiveness of the maturity 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 Obligor of the Mortgage Loans. Furthermore, the Fund Manager shall be entitled to take the pertinent actions for the effectiveness of the maturity of the Non-Mortgage Loans when the non-compliance is not the consequence of non-payment by the Obligor of said Non-Mortgage Loans, pursuant to the provisions of section 3.7.2. of this Supplemental Addendum and the terms of this section.

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

#### **3.7.2.4. Remuneration of the Servicer**

In consideration for the custody, administration and collection management of the Loans, the Servicer will be remunerated quarterly on each Payment Date in an amount equal to 0.02% of the Outstanding Balance of the Loans on the immediately preceding Payment Date. This commission is understood as gross in the sense that it includes any direct or indirect taxes or withholdings that could encumber the same.

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

#### **3.8 Name, address and brief description of any counterparty for swap, credit, liquidity or account operations:**

Banco Pastor, S.A. is the Fund's counterparty in the operations listed below.

(i) Treasury Account. Guaranteed Interest Rate Contract (Treasury Account), described in section 3.4.4.1. of this Supplemental Addendum.

(ii) Loan for Initial Expenses: Loan contract for initial expenses. Described in part 3.4.3.1. of this Supplemental Addendum

(iii) Loans for the Reserve Fund: Contracts for the Loans for the Reserve Fund. Described in section 3.4.3.2. of this Supplemental Addendum.

(iv) Interest Swap: Finance interest swap contract. Description in part 3.4.7.1 of the Supplemental Addendum

(v) Brokerage spread: Financial brokerage contract. Described in section 3.4.3.3. of this Supplemental Addendum.

The data on Banco Pastor, S.A. and its activities are contained in section 5.2. of the Registration Document and in section 3.1. of the Prospectus Schedule, respectively.

#### **4. POST ISSUE INFORMATION**

**Obligations and periods for making periodic economic-financial information on the Fund available to the public and for presentation to the Comisión Nacional del Mercado de Valores.**

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

##### **4.1.1. Ordinary periodic notifications**

The Fund Manager will have all the documentation and information necessary in accordance with the Deed of Formation available for the public.

1. In the period included between the Interest Rate Fixing Date and a maximum of three (3) Business Days following each Payment Date, the Fund Manager shall proceed to notify the Bondholders of the Nominal Interest Rates applicable to each Series of Bonds for the following Interest Accrual Period.
2. Every quarter, a minimum of one (1) Business Day before each Payment Date, the Fund, through its Fund Manager, shall notify the Bondholders of the interest from the Bonds of each Series, together with the redemption of same, as applicable, in addition to the following:
  - (i) The real early redemption fees of the Loans of the preceding Determination Date;
  - (ii) The estimated average residual life of the Bonds with the hypothesis of maintaining said early amortization real rate on the loan principal and with the rest of the hypotheses set forth in section 4.10 of the Prospectus Schedule;

- (iii) the Outstanding Balances of Principal, following the amortisation to be settled on each Payment Date of each Bond Series, and the percentages that said Outstanding Balances of Principal represent over the initial face value of the Bonds;
- (iv) if appropriate, the Bondholders shall be informed of the amounts of interest and amortisation accrued but unpaid due to a shortage of Available Funds, in accordance with the Cash Flow Waterfall.

The previous notifications will be likewise communicated to Iberclear, CNMV, Paying Agents and AIAF at least two (2) Business Days before each Payment Date.

3. Within four (4) months of the end of the accounting period, the Fund Manager shall issue a report containing:

(v) A report on the portfolio of Loans pooled into the Fund, the balance of the Amortisation Accounts and the Treasury Account, the balance sheet, the profit and loss account, the auditor's report and an appendix specifying the accounting principles applied.

(vi) A management report containing the following:

- a. Outstanding balance of the loans.
- b. The percentage of early-redeemed loans.
- c. The changes produced in the early-amortisation rate.
- d. The amount of unpaid loans.
- e. The amount of Defaulted Loans and the percentage they represent over the total.
- f. The average life of the loans portfolio.
- g. The average rate of the loans portfolio.
- h. The Outstanding Principal Balance of the Bonds.

- i. If applicable, the amount of accrued and unpaid interest corresponding to the Bonds.
  - j. A detailed analysis of the evolution of the Fund and the factors that have affected these results.
  - k. The amount and the variations of the expenses and management fees produced during the accounting period.
4. The Fund Manager will provide a quarterly report to the CNMV and to AIAF, within one month of the end of each quarter, on the evolution of the Loans incorporated into the Fund and the balance of the Treasury Account.

All the information of a public nature regarding the Fund can be found at the address of the Fund Manager, on the web page of the Fund Manager ([www.gesticaixa.com](http://www.gesticaixa.com)), in AIAF and in the CNMV register.

#### **4.1.2. Extraordinary notifications**

1. For the purposes of the formation of the Fund and the Bond Issue, once the Deed of Formation has been granted, the Fund Manager, on behalf of the Fund, shall proceed to make the notification of the formation of the Fund and of the Bond Issue, as well as of the Nominal Interest Rates on the Series of Bonds applicable to the first Accrual Period of Interest, which shall be taken as the period between the Closing Date and the first Payment Date. The foregoing notification shall be made in accordance with the procedure set forth in this Prospectus. Any calendar day is appropriate for said publication, whether or not a Business Day.
2. The Fund Manager, on behalf of the Fund, will inform the Bondholders of all relevant events that may take place in relation to the Loans, the Bonds, the Fund and the Fund Manager itself, which could notably influence the trading of the Bonds and, in general, of any relevant modification in the assets or liabilities of the Fund. The Fund Manager, on behalf of the fund, will inform the Bondholders of the possible decision to issue a clean-up call on the Bonds for any of the reasons set forth in this Prospectus. In this event, the Fund manager will forward the notarised deed of liquidation to the CNMV along with an indication of the settlement procedure followed.

All of the foregoing circumstances shall be reported to the CNMV and the Ratings Agency in advance.

#### **4.1.3. Procedure for notifying Bondholders.**

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

##### 1. Ordinary notifications.

The ordinary notifications shall be carried out through publication either in the daily newsletter of the AIAF Fixed Income Market, or any other that replaces this, or of similar characteristics, or through publication in a popular newspaper in Spain, whether of an economic/financial nature or of a general nature. Moreover, the Fund Manager or the Paying Agent may release such information or other information of interest to the Bondholders, through the financial-market dissemination systems such as Reuters, Bloomberg or any other of similar characteristics.

##### 2. Extraordinary notifications.

Extraordinary notifications must be made through publication in the AIAF bulletin or any other similar medium or through publication in a widely circulating newspaper in Spain, regardless of whether a financial or general-purpose newspaper. These notifications shall be considered given on the date of publication and are valid for any day of the calendar, whether or not a Business Day (in accordance with the provisions set forth in this Prospectus).

Exceptionally, the definitive spreads applicable for determining the Nominal Interest Rate for the Bonds of each Series for the first Interest Accrual Period shall be communicated by the Fund Manager in writing prior to the Subscription Date to the CNMV, the Paying Agent, AIAF and Iberclear.

##### 3. Notifications and other information.

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

#### **4.1.4 Information to the Comisión Nacional del Mercado de Valores.**

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

#### **4.1.5 Information to the Rating Agency.**

The Fund Manager shall provide Rating Agency periodically with information on the Fund's status and the performance of the Loans to enable them to track the Bond ratings and make the pertinent extraordinary notifications. It shall likewise provide said information whenever reasonably requested to do so and in any case, whenever there is a significant change in the conditions of the Fund or the contracts signed by the Fund through the Fund Manager or a change in the interested parties.

**Xavier Jaumandreu Patxot, on behalf of GESTICAIXA, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN as its Managing Director, has signed this Prospectus on 21.11.08.**

## GLOSSARY OF DEFINITIONS

*“Servicer”* means the entity responsible for managing and administering the Loans and for holding the titles representing the Mortgage Transfer Certificates on deposit pursuant to the Administration Contract, i.e., Banco Pastor, S.A.

*“Rating Agency”* means Moody’s Investors Services España, S.A.

*“Paying Agent”* means the entity that provides the financial services for the Bonds. The Paying Agent will be Banco Pastor, S.A.

*“Early Amortisation”* means the amortisation of the Bonds on a date before the Legal Final Maturity in the Circumstances leading to a Clean-Up Call of the Fund in compliance with the requirements established in section 4.4.3 of the Registration Document.

*“Auditor”* means the auditor of the Loan portfolio, in this case, Deloitte, S.L.

*“Fund Auditor”* means Deloitte, S.L.

*“State Warranty”* means the guarantee granted by the State pursuant to the provisions of the Ministerial Order. The State Warranty will guarantee payment of the principal and interest of the Series AG Bonds.

*“Class A Bonds”* means the Series AS and AG Bonds issued against the Fund for a total face value of 381,200,000 euros, composed of 3,812 Bonds with a face value of one hundred thousand (100,000) euros each.

*“Series B Bonds” or “Series B”* means the bonds issued against the Fund for a total face value of 61,300,000 euros, composed of 613 bonds with a face value of one hundred thousand (100,000) euros each.

*“Series C Bonds” or “Series C”* means the bonds issued against the Fund for a total face value of 57,500,000 euros, composed of 575 bonds with a face value of one hundred thousand (100,000) euros each.

*“Series AG Bonds” or “Series AG”* means the Bonds secured by the State and issued against the Fund for a total face value of 202,000,000 euros, composed of 2,020 Bonds with a face value of one hundred thousand (100,000) euros each.

*"Series AS Bonds" or "Series AS"* means the bonds issued against the Fund for a total face value of 179,200,000 euros, composed of 1,792 bonds with a face value of one hundred thousand (100,000) euros each.

*"Bonds"* means the Class A Bonds, composed of Series AS and AG, the Class B Bonds and the Class C Bonds.

*"Assignor" or "Assigning Entity"* indiscriminately means Banco Pastor, S.A., the Assignor of the Loans.

*"Mortgage Transfer Certificates"* means the negotiable securities whereby the Mortgage Loans are assigned to the Fund, pursuant to the provisions of the Fifth Additional Provision of Law 3/1994 in its current wording, Law 2/1981 and Royal Decree 685/1982.

*"CET"* means Central European Time.

*"Series"* means the Bonds of the corresponding Series.

*"CNAE"* means National Classification of Economic Activities.

*"CNMV"* means the Comisión Nacional del Mercado de Valores.

*"Administration Contract"* means the contract to be entered on the Date of Formation of the Fund between the Fund Manager, on behalf and representation of the Fund, and Banco Pastor, S.A., which regulates the custody and administration of the Loans and the deposit of the titles representing the Mortgage Transfer Certificates.

*"Payment Agency Contract"* means the contract to be entered on Date of Formation of the Fund between the Fund Manager, on behalf and representation of the Fund, and Banco Pastor, S.A., which regulates the financial service of the Bonds and which is entered into between the Fund Manager, on behalf of and representing the Fund, and Banco Pastor, S.A., as the Paying Agent.

*"Guaranteed Interest Rate Deposit Contract (Treasury Account)" or "Treasury Account Contract"* means the guaranteed interest rate deposit contract (Treasury Account) entered into between the Fund Manager, on behalf of and representing the Fund, and Banco Pastor, S.A.



***“Management and Subscription Contract of the Bond Issue”*** means the Management and Subscription Contract for the Bond Issue to be entered into on the Fund’s formation Date between the Fund Manager, on behalf of and representing the Fund, and Banco Pastor, S.A., as the Subscribing Entity and Lead Manager.

***“Financial Brokerage Contract”*** means the contract to be signed between the Fund Manager, on behalf of the Fund, and Banco Pastor, S.A., through which the Fund Manager, on behalf of the Fund, shall pay Banco Pastor, through the financial brokerage procedure. On the first financial brokerage commission Payment Dates it shall endow the reserve Fund until this reaches the amount of the initial reserve Fund.

***“Interest Rate Swap Agreement”*** means the contract entered into between the Fund Manager, on behalf of and representing the Fund, and Banco Pastor, S.A. whereby the Fund will make payments to Banco Pastor, S.A. calculated on the interest rates of the Loans, in exchange for which Banco Pastor, S.A. will make payments to the Fund calculated on the reference interest rate determined for the Bonds, all according to the rules set forth in section 3.4.7 of the Supplemental Addendum.

***“Loan Contract for Initial Expenses”*** means the subordinate mercantile loan to be signed on the Fund formation date between the Fund Manager, on behalf of and representing the Fund, and Banco Pastor, S.A., for a total amount of 1,00,00 euros, to be used by the Fund Manager to pay for the initial expenses associated with the formation of the Fund and the issue of Bonds.

***“Loan Contracts for the Reserve Fund”*** refers conjointly the Contract for Loan A for the Reserve Fund, the Contract for Loan B for the Reserve Fund and the Contract for Loan C for the Reserve Fund.

***“Contract for Loan A for the Reserve Fund”*** means the subordinate mercantile loan agreement to be signed on the Fund formation date between the Fund Manager, on behalf of and representing the Fund, and Banco Pastor, S.A., for a total amount of 22,800,000 euros, to be allocated to the Initial Reserve Fund.

***“Contract for Loan B for the Reserve Fund”*** means the subordinate mercantile loan agreement to be signed on the Fund formation date between the Fund Manager, on behalf of and representing the Fund, and Banco Pastor, S.A., for a total amount of 23,000,000 euros, to be allocated to the Initial Reserve Fund.

***“Contract for Loan C for the Reserve Fund”*** means the subordinate mercantile loan agreement to be signed on the Fund formation date between the Fund Manager, on behalf of and representing the Fund, and Banco Pastor, S.A., for a total amount of 23,000,000 euros, to be allocated to the Initial Reserve Fund.

***“Framework Agreement”*** means the Framework Agreement for Collaboration with the Ministry of Industry, Tourism and Commerce pursuant to Appendix II of the Order dated 10<sup>th</sup> January 2007.

***“Treasury Account”*** means the financial account opened in the Fund’s name at the Banco Pastor, S.A. pursuant to the Guaranteed Interest Rate Deposit Contract (Treasury Account) through which all Fund deposits and payments will be made.

***“Amortisation Deficit”*** means the positive difference, if any, between the Theoretical Amortisation Amount and the Amount Available for Amortisation.

***“Obligors”*** refers to the holders of the Loans, which are physical (self-employed) persons and non-financial bodies corporate with a registered address in Spain, at least 90% of which are small and medium-sized enterprises that satisfy European Commission Recommendation 2003/361/EC, dated 6<sup>th</sup> May 2003.

***“Business Day”*** means any day other than (i) a holiday in Madrid, (ii) a holiday in Barcelona, or (iii) a non-business day on the TARGET2 (*Trans European Automated Real-Time Gross Settlement Express Transfer System*) calendar.

***“Distribution of Funds Available for Amortisation”*** means the applicable rules of the Funds Available for Amortisation for each one of the Series of Bonds on each Payment Date, as established in section 4.9.4 of the Prospectus Schedule.

***“Registration Document”*** means the registration document of asset-guaranteed securities, the minimum disclosure requirements of which are contained in Appendix VII of Regulation 809/2004.

***“Bond Issue”*** means the securitisation bonds issued against the Fund for an amount of five hundred million (500,000,000) euros, composed of 5,000 Bonds with a face value of one hundred thousand (100,000) euros each, pooled into the following Series: Series A, consisting of Series AS and AG, Series B and Series C.

***“Issuer”***, means Banco Pastor, S.A.

*“Lead Manager”* means Banco Pastor, S.A.

*“Subscribing Entity”* means Banco Pastor, S.A.

*“Deed of Formation”* means the public deed of formation of the Fund, the assignment to the Fund by Banco Pastor, S.A. of (i) Mortgage Loans by issuing Mortgage Transfer Certificates and (ii) Non-Mortgage Loans, and the issue of the Bonds by the Fund.

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

A description of the main risk factors linked to the issuer, to the securities and to the assets that endorse the issue (hereinafter, the *“Risk Factors”*);

*“Collection Date”* means the date that Banco Pastor transfers the cash flows from the assigned Loans to the Fund. Said date shall be one of the first five Business Days of each calendar month.

*“Formation Date”* means date on which the Deed of Formation is signed.

*“Closing Date”* means 02.12.08, the day when the effect of amount for subscription of the Bonds shall be disbursed.

*“Determination Date”* means the third Business Date before the Payment Date. All the calculations made on the Determination Date mentioned in the Prospectus are referenced to the relative Loan or Bond balances on the last day of the calendar month before the Determination Date in question.

*“Fixing Date”* means the second Business Day prior to the Payment Date.

*“Liquidation Date”* or *“Clean-Up Call Date”* means the date on which the Fund Manager carries out the clean-up call on the Fund as a consequence of any of the Circumstances leading to a Clean-Up Call enumerated in section 4.4.3 of the Registration Document.

*“Payment Date”* means 15 March, 15 June, 15 September and 15 December of each year or the next business day if any of these dates does not fall on a business day. The first Payment Date shall be 16.03.09.

*“Subscription Date”* means the date of subscription of the Bonds, on which subscription requests will be made until 1:00 p.m. (CET) on 01.12.08, the Business Day prior to the Closing Date.

*“Final Legal Maturity”* means the date forty-two (42) months after the maturity of the Fund’s asset with the longest maturity period, i.e., 30.10.51, or if not a Business Day, the next Business Day.

*“Prospectus” or “Informative Prospectus”* means the document composed of the Registration Document, the Supplemental Addendum, the Prospectus Schedule and the Glossary of Terms regulated in Regulation 809/2004.

*“Reserve Fund”* means the Fund set up as a guarantee mechanism to protect against losses due to the defaulted loans and to allow the payments to be made by the Fund pursuant to the Payment Priority Order described in section 3.4.6 of the Supplemental Addendum.

*“Initial Reserve Fund”* means the Reserve Fund allocated against the principal of the Loan for the Reserve Fund.

*“Fund”*, means the GC FTPYME PASTOR 6, FONDO DE TITULIZACIÓN DE ACTIVOS.

*“Available Funds”* means, on each Payment Date, the amounts allocated to meet the Fund’s payment obligations or withholdings that will have been deposited in the Treasury Account.

*“Funds Available for Amortisation”* means the sum of (a) the Amount Available for Amortisation withheld in (vii) seventh place on the Cash Flow Waterfall on the corresponding Payment Date plus (b) the balance of the Treasury Account on the Determination Date prior to the Payment Date in question.

*“Funds Available for Liquidation” means the Funds Available on the Clean-Up Date.*

*“Iberclear”* means the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. (IBERCLEAR), with its registered address at Plaza de la Lealtad 1, Madrid.

*“Theoretical Amortisation Amount”* means the positive difference on that Payment Date between A) the sum of i) the Outstanding Balance of Principal of the Bonds prior to the amortisation made on that Payment Date and ii) the amounts drawn down and not repaid, charged to the State Warranty for payment of the principal of the Series AG Bonds on the preceding Payment Dates, and(B) the sum of the Outstanding Balance of the Non-defaulted Loans corresponding to the last day of the month prior to the Payment Date.

*“Total Amount of the Bond Issue”* will be equal to or less than five hundred thousand (500,000,000) euros.

*“Law 2/1981”* means Law 2/1981, dated 25<sup>th</sup> March, on the Regulation of the Mortgage Market.

*“Law 19/1992”* means Law 19/1992, dated 7<sup>th</sup> July, on the Regulation of Real Estate Investment Funds and Companies and Mortgage Securitisation Funds.

*“Law 2/1994”* means Law 2/1994, dated 30<sup>th</sup> March, on Subrogation and Modification of Mortgage Loans.

*“Law 3/1994”* means Law 3/1994, date 14<sup>th</sup> April, which adapted Spanish legislation on the subject of credit entities to comply with the Second Directive on Banking Coordination and introduced relevant changes into the financial system.

*“Law 41/2007”* means Law 41/2007, dated 7<sup>th</sup> December, on the Regulation of the Mortgage Market and other regulations of the mortgage system, which regulates inverse mortgages and dependency insurance, and which establishes certain tax regulations, in its current wording.

*“Early Settlement”* or *“Clean-Up Call”* means the clean-up of the Fund and with it the early amortisation of the Bond Issue on a date prior to the Legal Final Maturity under the circumstances and pursuant to the procedures established in section 4.4.3 of the Registration Document.

*“Financial Brokerage Spread”* means the remuneration through the financial brokerage to be received by the Assigner, in accordance with the provisions set forth in the Financial Brokerage Contract

*“AIAF Market”* means the AIAF Fixed Income Market where the securities will be admitted for trading.

*"Supplemental Addendum"* means the supplemental addendum of asset-guaranteed securities, the minimum disclosure requirements of which are included in Appendix VIII of Regulation 809/2004.

*"Moody's"* means Moody's Investors Services España, S.A.

*"IFRS"* means the International Financial Reporting Standards.

*"Minimum Level of the Reserve Fund"* on a given date means the lesser of the following amounts:

- (i) The Initial Reserve Fund.
- (ii) The higher amount between:
  - (a) 27.52% of the Outstanding Balance of the Bond Issue.
  - (b) 34,400,000 euros

*"Prospectus Schedule"* means the schedule of debenture securities with a unit denomination equal to or greater than 50,000 euros, the minimum disclosure requirements of which are included in Appendix VIII of Regulation 809/2004.

*"Order dated 10<sup>th</sup> January 2007"* means Order PRE/3/2007, dated 10<sup>th</sup> January 2007, regarding Agreements to Promote Asset Securitisation Funds.

*"Cash Flow Waterfall"* means the order in which the Available Funds shall be applied with respect to the payment or withholding obligations of the Fund.

*"Settlement Cash Flow Waterfall"* means the order in which the Funds Available for Liquidation will be applied to the payment or withholding obligations of the Fund on the Clean-Up Date.

*"Determination Period"* means the period between two Determination Dates, including the first and excluding the second.

*"Interest Accrual Period"* means the actual number of days between two consecutive Payment Dates, including the initial Payment Date and excluding the Final Payment Date. The first Interest Accrual Period will commence on the Closing Date, inclusive, and will end on the first Payment Date, exclusive.

*"Interest Rate Swap"* means the interest swap intended to cover the interest rate risk to which the Fund is exposed due to the fact that the Loans are subject to adjustable interest rates pegged to different indices of reference and different revision periods

than those established for the Bonds. In addition, the financial swap is intended to cover the implicit risk that the Loans could be renegotiated and that the agreed interest rates could be reduced. It is regulated in the Interest Rate Swap Agreement.

*“Loan for Initial Expenses”* means the loan granted to the Fund by Banco Pastor, S.A., on the Date of Formation, under the Loan Contract for Initial Expenses.

*“Loans for the Reserve Fund”* refers conjointly to Loan A for the Reserve Fund, Loan B for the Reserve Fund, and Loan C for the Reserve Fund.

*“Loan A for the Reserve Fund”* means the subordinate mercantile loan granted on the Formation Date by Banco Pastor, S.A. in accordance with the provisions of the Contract for Loan A for the Reserve Fund.

*“Loan B for the Reserve Fund”* means the subordinate mercantile loan granted on the Formation Date by Banco Pastor, S.A. in accordance with the provisions of the Contract for Loan B for the Reserve Fund.

*“Loan C for the Reserve Fund”* means the subordinate mercantile loan granted on the Formation Date by Banco Pastor, S.A. in accordance with the provisions of the Contract for Loan C for the Reserve Fund.

*“Mortgage Loans”* means the loans with mortgage guarantees selected and assigned by Banco Pastor, S.A. to the Fund by means of the issue of Mortgage Transfer Certificates by Banco Pastor, S.A. and subscription by the Fund.

*“Non-Mortgage Loans”* means the loans without mortgage guarantees selected and assigned by Banco Pastor, S.A. to the Fund. They are sold by Banco Pastor, S.A. and acquired by the Fund.

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

*“Non-Defaulted Loans”* means those Loans not included in the definition given above.

*“Loans”* means both mortgage and non-Mortgage Loans.

*"SMEs"* means small and medium enterprises.

*"Royal Decree 1310/2005"* means Royal Decree 1310/2005, dated 4<sup>th</sup> November, in its current version.

*"Royal Decree 685/1982"* means Royal Decree 685/1982, dated 17<sup>th</sup> March, which developed certain aspects of Law 2/1981, dated 25<sup>th</sup> March, regulating the mortgage market, and certain aspects of Royal Decree 1289/1991, dated 2<sup>nd</sup> August, which modified certain articles of the former decree.

*"Royal Decree 926/1998"* means Royal Decree 926/1998, dated 14<sup>th</sup> May, which regulated asset securitisation funds and the managers of securitisation funds, in its current wording.

*"Regulation 809/2004"* means European Commission (EC) Regulation 809/2004, dated 29<sup>th</sup> April 2004, pertaining to European Parliament and Council Directive 2003/71/EC as regards the information contained in prospectuses, as well as the format, incorporation by reference and publication of said prospectuses and advertising.

*"Initial Balance"* means the sum of the Outstanding Balance of the Loans on the Formation Date.

*"Outstanding Balance of Principle"* means the nominal outstanding balance of one or more Series.

*"Outstanding Balance of the Loans"* on a specific date shall be the sum of the capital or principal pending maturity of the Loans on that particular date, without considering the capital or principal due but not yet paid to the Fund.

*"The Outstanding Live Balance of the Loans"* on a specific date shall be the sum of the capital or principal pending maturity of the loan on that particular date and the capital or principal due but not yet paid to the Fund.

*"Outstanding Balance of the Non-Defaulted Loans"* means the sum of unmatured principal and the matured principal or capital not paid into the Fund of each one of the Non-Defaulted Loans on any given date.

*"Services"* means the ordinary system and procedures for the administration and management of the loans regulated by the Administration Contract.



*“Series”* means the Bonds of the Corresponding Series.

*“Fund Manager”* means GestiCaixa, SGFT, S.A.

*“Circumstances leading to a Clean-Up Call”* are those listed in section 4.4.3 of the Registration Document.

*“Swap”* means Interest Rate Swap.

*“Party’s Interest Rate”* means the average weighted nominal interest rate of the Bonds, weighted by the outstanding balance of each Series of Bonds, plus a spread of 0.85%, for each a settlement period of Banco Pastor, S.A.

*“Reference Interest Rate”* means the three-month (3) EURIBOR, except for the first interest accrual period. Under exceptional circumstances, the Reference Interest Rate of the Bonds of each one of the Series for the first Interest Accrual Period shall be determined by taking the two-month (2) EURIBOR rate at, established at 11:00 a.m. (CET) of the second (2) business day immediately prior to the Closing Date.

*“Nominal Interest Rate”* means the Reference Interest Rate plus to the spread applicable to each Bond Series.

*“IRR”* means the internal rate of return as defined in section 4.10 of the Prospectus Schedule.

*“Multiple Title”* means the security title representing the Mortgage Transfer Certificates issued by Banco Pastor, S.A. on the Mortgage Loans.

