

**FONCAIXA FTPYME 2,
ASSET SECURITISATION FUND**

**SECURITISATION BOND ISSUE
1,176,400,000 EUROS**

SERIES	AMOUNT OF ISSUE	MOODY'S	S&P	SPREAD
Series AS	533,700,000	Aaa	AAA	0.35%
Series AG	456,300,000	Aaa	AAA	0.50%
Series B	27,500,000	A3	AA	1.25%
Series C	82,500,000	Baa3	BBB	1.75%
Series D	76,400,000	C	CCC-	4.00%

* Series AG Bonds secured by State Warranty

**UNDERWRITTEN BY MORTGAGE LOANS AND NON-MORTGAGE LOANS
ASSIGNED AND ADMINISTERED BY**



Caixa d'Estalvis i Pensions de Barcelona

LEAD AND SUBSCRIBING ENTITY



Caixa d'Estalvis i Pensions de Barcelona

PAYING AGENT



Caixa d'Estalvis i Pensions de Barcelona

**FUND FORMED AND ADMINISTERED BY
GestiCaixa, S.G.F.T., S.A.**



Prospectus registered in the Register of the Comisión Nacional del Mercado de Valores on 11 November 2008

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This document constitutes the Informative Prospectus of the FONCAIXA FTPYME 2, FTA, Asset Securitisation Fund, approved and registered with the Comisión Nacional del Mercado de Valores (CNMV), in accordance with the provisions set forth in Regulation 809/2004, comprising:

1. A description of the main **Risk Factors** linked to the issue, to the securities and to the assets that endorse the issue;
2. A **Registration Document** of securitisation securities, prepared in accordance with the scheme provided for in Annex VII of Regulation 809/2004;
3. A **Prospectus Schedule**, prepared in accordance with the scheme provided for in Appendix XIII of Regulation 809/2004; and
4. A **Supplemental Addendum** to the Prospectus Schedule prepared in accordance with the addendum provided for in Appendix VIII of Regulation 809/2004.
5. A **Glossary of Definitions** of the terms used in this Prospectus.

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, closed by the asset and by the liability and 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, and there is no bondholder syndicate. Thus, the capacity to defend the interest of the Bondholders depends on the means of the Fund Manager.

b) Compulsory Substitution of the Fund Manager

Pursuant to Article 19 of Royal Decree 926/1998, when a Fund Manager has been declared in bankruptcy, or its authority has been revoked, it shall proceed to find a fund manager to replace it. In this case, whenever four (4) months have passed since the determining event of the substitution and a new Fund Manager has not been found that is willing to undertake the management, then the Fund will be settled early and the securities issued against the Fund will be amortised early, 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 will 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 Informative Prospectus. In turn, such actions must be ruled on in the ordinary declaratory action that may be applicable by reason of the amount of the claim.

The Bondholders and the remaining creditors of the Fund will not have any action against the Fund or the Fund Manager in the event of non-payment of amounts due from the Fund as a consequence of the existence of default in payments or prepayment of the Loans, of the failure of the Assignor to comply with its obligations or the counterparts in the

operations contracted for in the name and for the account of the Fund, or for the insufficiency of the protective financial operations to attend to the financial service of the Bonds of each Series.

d) Applicability of Bankruptcy Act

In the event of bankruptcy of the Assignor, the Loans to the Fund could be subject to reintegration in accordance with the provisions set forth in Law 22/2003, dated 9 July, governing Bankruptcy (hereinafter the "**Bankruptcy Act**") and in the special regulations applicable to Securitisation Funds.

By virtue of the 5th Additional Provision of Law 3/1994, dated 14 April, through which Spanish legislation with regard to Credit Entities was adapted to the Second Directive of Banking Coordination, the assignment of the credit rights derived from the Loans to the Fund may only be rescinded or challenged pursuant to the provisions in Article 71 of the Bankruptcy Act, by the trustee panel, which will have to demonstrate the existence of fraud.

Notwithstanding the foregoing, in the event that it is observed that the assignment contract complies with the conditions set out in the 3rd Additional Provision of Law 1/1999, the assignment of the Assets to the Fund could be rescindable, in accordance with the general regime provided for in Article 71 of the Bankruptcy Act, which in Section 5 establishes that under no circumstances may the ordinary acts of the business activities of the Assignor, carried out in normal conditions, be subject to rescission.

Likewise, in the event that insolvency of the Assignor is declared in accordance with the Bankruptcy Act, the Fund, through the Fund Manager, shall have the absolute right of separation over the Credit Rights 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 in its capacity as Servicer, on behalf of and under the instructions of the Fund, in its duty of management of collecting the Loans and, where applicable, the money deposited into the Fund accounts, in both cases on the date of bankruptcy declaration, given their consumable nature and the subsequent asset confusion. The mechanisms that attenuate the foregoing risk are described in section 3.4 of the Supplemental Addendum.

II. RISKS DERIVED FROM THE SECURITIES

a) Liquidity

Given that the Subscribing Entity will fully subscribe the Bond issue and in the event that in the future they totally or partially dispose of the Bond Issue, there is no guarantee that the Bonds will be negotiated in the market with 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.

b) Return

The return on the Bonds when they mature will depend, among other factors, on the amount and payment date of the principal of the Loans and on the price paid by the holders of each Series of Bonds.

The obligor's compliance with the terms agreed in the Loans (for example, repayment of the principal, interest payments etc.) is influenced by a variety of geographical, financial and social factors, such as seasonal variation, market interest rates, the availability of financing alternatives, the employment and financial situation of the obligors and the general level of economic activity, which make it unpredictable.

The calculation of the Internal Rate of Return (IRR) of the Bonds of each Class or Series, which is included in section 4.10 of the Prospectus Schedule, is subject, *inter alia*, to the hypotheses offered in that section regarding early amortisation and delinquency rates of the Loans that cannot be fulfilled as well as the future market interest rates, given the variable nature of the Nominal Interest Rate of each Series.

c) Duration

The calculation of the average life and the duration of the Bonds of each Class or Series which is included in section 4.10 of the Prospectus Schedule, is subject, among other things, to the hypothesis of constant prepayment rates and Loan arrears that may not prove true. At present, the default frequency has an upward trend. 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.

d) 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.

e) Non-confirmation of the ratings.

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

f) Fulfilment of formal obligations by the 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 in Spain, insofar as they are financial activities represented by account entries and negotiated in the AIAF market), 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).

The foregoing notwithstanding, in order to effectively exclude the aforementioned withholdings, those investors must meet certain formal obligations, as currently envisaged in Royal Decree 1065/2007, dated 27th July, which approves the general regulations for tax management and inspection procedures and actions, as well as for the development of common rules for tax application procedures and in the Order of 22nd December 1999, and without affecting the possibilities that specific rules may be dictated for securitisation funds in the future.

If, in accordance with the preceding rules, the right of exemption is not demonstrated adequately (i.e. that via the Paying Agent, the relevant certificates of the Bond clearance And deposit entity are submitted to the Fund), 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) Lack of appraisal of market conditions

The Bond Issue is carried out for the purpose of being fully subscribed by the Assigner in order to have the liquid assets which may be disposed of on the market or being used as collateral in operations with the Euro system, so that they can be used as guarantee instruments in their loan operations to the banking system.

h) Subordination of the Bonds

In the payment of interest and reimbursement of the principal, the Series B Bonds are deferred in respect to the Bonds of Series A. The Series C Bonds are, in turn, deferred in respect to the Bonds of Series A and Series B in the payment of interest and reimbursement of the principal. The Series D Bonds are deferred in respect to the Series A, B and C Bonds in the payment of interest and reimbursement of the principal. However, there is no guarantee that these subordination rules completely and to a different extent protect the holders of the Series A, B and C Bonds from the risk of loss.

The subordination rules among the different Series are established in the Cash Flow Waterfall and in the Fund's Settlement Cash Flow Waterfall, according to Section 3.4.6 of the Supplemental Addendum included as a part of this Prospectus.

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. However, credit improvement measures have been established in part 3.4.2.1 of the Supplemental Addendum.

"la Caixa", as the Assignor, does not accept any liability for default by the Obligors, whether of the principal, interest or any other amount that they may owe by virtue of the Loans. "la Caixa", in accordance with article 348 of the Commercial Code, will answer to the Fund exclusively for the existence and legitimacy of the Loans, as well as for the status whereby it makes the assignment.

"la Caixa" will in no other way assume the liability of directly or indirectly guaranteeing the success of the operation, or provide guaranties or endorsements, or enter into buyback agreements for the Loans, except for the commitments included in sections 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 “la Caixa” or for the Fund Manager. Except for the State Warranty for Series AG, 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 “la Caixa”, 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 by, inter alia, 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 Class 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 pending part of the capital of the Loans in advance, or in the event that “la Caixa” 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) Risk of concentration of Obligors

As detailed in section 2.2.2 of the Supplemental Addendum, of the total amount of the portfolio of Loans subject to securitisation by the Fund, the pending capital of the ten principal Obligors amounts to EUR 33,319,524.15, which represents 2.18% of the selected portfolio as of 22 October 2008. These ten principal Obligors represent 3.03% with respect

to the Total Amount of the Bond Issue, excluding Series D (1,100,000,000). Given these levels of concentration, the possibility does exist that non-compliance by one of these principal Obligors could seriously jeopardize the Fund and the Bondholders, as regards its effect on the generation of flows for the payment of interest and on the amortisation of the bonds.

e) Concentration by sector

As detailed in section 2.2.2 of the Supplemental Addendum, with respect to the economic activity of the Obligors of the Loans selected for assignment to the Fund, as of 22 October 2008 there is a greater concentration of that activity in the following industries, given the percentage of pending principle due: retail trade (202,002,399.41, or 13.22%), hospitality industry (184,478,569.50, or 12.08%), and other business activities (161,131,032.54, or 10.55%).

Regardless of statements of the prior paragraph, in accordance with attribute 2 of the auditor's report (Nature of the operation and assigned obligor), the purpose of 57.58% of the Loans for the sample analyzed are intended for the acquisition of real estate.

Given these levels of concentration, any situation having a substantially negative impact on those sectors could affect the Loan repayments backing the Fund's Bond Issue.

f) Geographic concentration

As detailed in section 2.2.2 of the Supplemental Addendum, with respect to the geographic location of the Obligors of the Loans selected for assignment to the Fund, as of 22 October 2008 there is a greater concentration, given the percentage of pending principle due, in the following provinces: Madrid (371,058,107.62, or 24.29%), the Balearic Islands (120,358,213.64, or 7.88%), and Valencia (106,661,156.99, or 6.98%). All in all, the pending capital on the loans in the three aforementioned provinces totals 598,077,478.23, which represents 39.15% of the balance of the selected portfolio as of 22 October 2008. These three provinces represent 54.37% of the Total Amount of the Bond Issue, excluding Series D (1,100,000,000).

Given these levels of concentration, any situation having a substantially negative impact on Madrid, the Balearic Islands or Valencia could affect the Loan repayments backing the Fund's Bond Issue.

g) Concentration by Formalisation Date of the Loans

As detailed in section 2.2.2 of the Supplemental Addendum, with respect to the formalisation date of the Loans selection for assignment to the Fund, there is a large concentration of operations approved in 2005, 2006 and 2007. The outstanding balance for these operations totals 79.38% of the balance of the selected portfolio as of 22 October 2008. The outstanding balance for these operations totals 110.25% of the Total Amount of the Bond Issue, excluding Series D (1,100,000,000).

When selecting the Fund's final portfolio, there is a possibility that 100% of the selected portfolio will correspond to operations approved in 2005, 2006 and 2007.

h) Assessing the Assignor's credit risk

With regard to the credit rating that Standard&Poor's has issued for "la Caixa", this rating agency adjusted its outlook on the ratings of "la Caixa" to "negative" from a previous forecast of "stable" on 21 October 2008. As a result, the ratings given in section 5.2 of the Registration Document may be modified at any time.

i) Risk of the existence of second-rate Mortgage Loans

With regard to the relationship between the outstanding balance on the mortgage loan and the appraised value of the mortgaged property (LTV or "loan to value"), we have only taken into account the outstanding balance of the selected mortgage loan for second-rank or later mortgage loans, meaning that for those mortgage loans, the LTV could be greater than that shown in section 2.2.6 of the Supplemental Addendum to this Prospectus Schedule.

SECURITISATION BOND REGISTRATION DOCUMENT

(Appendix VII of EC Regulation number 809/2004 of the Commission)

1. PERSONS RESPONSIBLE

1.1 PERSONS RESPONSIBLE FOR THE INFORMATION INCLUDED IN THE REGISTRATION DOCUMENT

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 June 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 September 2008.

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

Mr Xavier Jaumandreu Patxot 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 of the same shall be deposited in the Companies Registry and in the CNMV.

The Board of Directors of the Fund Manager, in its meeting on 19 September 08, has designated Deloitte, S.L., with a registered address at Plaza Pablo Ruiz Picasso, num. 1,

28020 Madrid, Spain and bearer of Spanish Tax Identification Code (C.I.F.) number B-79104469, which is registered with the Companies Register of Madrid, volume 13,650, sheet 188, section 8, page M-54414, and is further registered in the Official Registry of Account Auditors (ROAC) with number S0692, as the auditors of the Fund for a period of three years, i.e. 2008, 2009 and 2010. The Board of Directors of the Fund Manager shall inform the Comisión Nacional del Mercado de Valores, the ratings agencies and the Bondholders of any change regarding the designated 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 mentioned collections and payments represent, regardless of the moment on which collection or payment take place.

The initial expenses of the Fund and the Bond Issue shall be financed through a Loan for Initial Expenses, which shall be amortised quarterly by the amount that mentioned initial 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 and according to accounting and tax legislation in force at any time, as long as the Fund has sufficient liquidity in accordance with the Cash Flow Waterfall set out in section 3.4.6 of the Supplemental Addendum.

The financial year of the Fund will coincide with the calendar year. However, and as an exception, the first financial year will start on the Fund Formation Date, and the last financial year will end on the Fund Extinction Date.

3. RISK FACTORS

The risk factors linked to the Issuer are described in section 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 "FONCAIXA FTPYME 2, Fondo de Titulización de Activos". The Fund shall be entitled to use the abbreviated name of FONCAIXA FTPYME 2, 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 11 November 2008.

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

The Fund Manager, together with "la Caixa" as Assignor of the bilateral Loans included within the assets of "la Caixa", which derive from the Mortgage Loans and the Non-mortgage Loans that "la Caixa" has extended to non-financial small and medium-size enterprises with registered offices in Spain, of which at least 98% are SMEs in accordance with the definition of the European Commission dated 6 May 2003 (2003/361/EC), shall, on 13 November 08, proceed to grant the Deed of Formation of FONCAIXA FTPYME 2, FONDO DE TITULIZACIÓN DE ACTIVOS, with assignment by "la Caixa" to the Fund of Non-mortgage Loans directly in the Fund's Deed of Formation and with assignment to the Mortgage Loans through the issue of Mortgage Transfer Certificates and through the issue of Securitisation Bonds by the Fund, under the terms set forth in article 6 of Royal Decree 926/1998.

The Fund Manager hereby states that the content of the Deed of 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 regulations 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 Agencies, provided that such actions do not jeopardise the rights of the Bondholders or credit rating of the Bonds issued by the Rating Agencies. A modification of the Deed of Formation shall be communicated by the Fund Manager to the CNMV and to the Ratings Agencies. The Deed of Incorporation will 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 and shall end on the Statutory Maturity Date of the Fund.

The duration of the Fund shall be until 01 September 2050 or, if this date is not a Business Day, the following Business Day, unless early liquidation were to have occurred previously, as considered in section 4.4.3 of this Registration Document, or any of the events considered in section 4.4.4 of this Registration Document were to have taken place.

4.4.3 Early liquidation of the Fund

The Fund Manager, following prior notification to the CNMV, shall be authorised to proceed, on a Payment Date, with the Early Liquidation of the Fund and to the Early Amortisation of the entirety of the Bond Issue and extinction of the Fund in any of the following Events of Early Liquidation:

Events of Early Liquidation

- (i) Whenever 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 exists at that time in the Treasury Account and, if applicable, the Amortisation Account allow the full cancellation of the obligations pending with the Bondholders while respecting the prior payments to the latter whose order in the Cash Flow Waterfall may be preferential, and the necessary authorisations to do so have been obtained from the competent authorities.
- (ii) Whenever a substantial alteration may occur or the financial balance of the Fund required by article 5.6 of Law 19/1992 may be permanently distorted due to any event or circumstance unrelated to or not due to the development of the Fund itself. This includes circumstances such as changes to regulations or supplementary legislative developments, the establishment of withholding obligations, or other

situations that could permanently affect the financial equilibrium of the Fund. In this event and after informing the CNMV, the Fund Manager may proceed with the orderly liquidation 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 insolvent, 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 3.7.1.2 of the Supplemental Addendum.
- (iv) Whenever non-payment may occur and which may be indicative of a serious and permanent lack of equilibrium regarding any of the Bonds issued or regarding any unsubordinated credit, or it may be foreseeable that it is going to occur.
- (v) When thirty (36) months have transpired from the last maturity date 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 passed since the date of the last due date of the Loans.

For the purposes of this section, the Outstanding Balance of the Bonds on the date of the Early Liquidation of the Fund will be understood as a payment obligation derived from the Bonds 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 said Early Liquidation to proceed, the following conditions must be met:

- a) The necessary authorisations to do so had been obtained, if applicable, from the competent administrative authorities or organisations.
- b) The Bondholders are notified, in the manner provided for in the following paragraph and with advance notice of fifteen (15) Business Days, of the resolution by the Fund Manager to proceed with the early liquidation of the Fund. The mentioned 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 Agencies, 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 of 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 Payment Priority Order included in stipulation 3.4.6 of the Supplemental Addendum.

In order for the Fund, through the Fund Manager, to carry out the Clean-up call of 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 Non-Mortgage Loans and the Mortgage Transfer Certificates for a price no lower than the sum of the amount of the Outstanding Balance of the Loans plus the unpaid accrued interest of the Loans.
- (ii) Cancel those contracts that are not necessary for the liquidation process of the Fund.

In the event that the aforementioned actions were insufficient or Loans or other assets were to 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 which, 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 which, 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 valuation 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 ten (10) Business 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 mentioned right to first refusal, the Assignor shall have a term of ten (10) 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 Payment Priority Order 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) Due to the complete amortisation of the Non-Mortgage Loans and the Mortgage Transfer Certificates pooled together.
- (ii) When all of the Bonds issued are fully amortised.
- (iii) Due to finalisation of the Early Liquidation procedure provided for in the preceding Section 4.4.3.
- (iv) In any case, on the date on which forty-two (42) months have elapsed since the final maturity date of the Loans, even though there may still be amounts due and pending collection, i.e., on the Date of Legal Final Maturity of the Fund.
- (v) The Fund shall likewise be cancelled if the Ratings Agencies do not confirm the ratings tentatively assigned before the Subscription Date, or in the event of an unforeseen circumstance or of a circumstance which, even if it could have been foreseen would have been inevitable and would have rendered compliance with the provisions set forth in this Prospectus impossible, in accordance with the provisions set forth in article 1105 of the Civil Code.

In this event, the Fund Manager shall terminate the formation of the Fund, the subscription of the Loans by the Fund, the Bond Issue 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 event, the Fund Manager, acting on behalf of and representing the Fund, will not proceed with the extinction of the Fund and the cancellation of its recording in the corresponding administrative registries until the Settlement of the remaining assets of the Fund and the distribution of the Funds Available for Settlement according to the Settlement Cash Flow Waterfall established in section 3.4.6 of the Supplemental Addendum have taken place, except for the appropriate reserve to cover the final expenses of extinction and Settlement of a tax, administrative, or publication nature.

In the event that the termination of the Fund has occurred for the reasons set forth in foregoing sections (i) to (iv), after 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 the event of termination of the Fund for the reasons set forth in foregoing section (v) and, therefore, all of the Fund Contracts have been terminated, the Assignors 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, the nature of which shall be closed, separated into assets and liabilities, 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 registered address of the Fund shall be the same as the registered address of the Fund Manager, GestiCaixa, Sociedad Gestora de Fondos de Titulización, S.A., incorporated in Spain, with its registered office at Avenida Diagonal, 621-629, Barcelona. The contact telephone number is 93 404 77 94.

“FONCAIXA FTPYME 2, FONDO DE TITULIZACIÓN DE ACTIVOS” is formed pursuant to the provisions of Order PRE/3/2007, dated 10th January 2007, regarding Agreements Promoting Asset Securitisation Funds to promote the financing of business. The Fund FONCAIXA FTPYME 2, FONDO DE TITULIZACIÓN DE ACTIVOS 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, with respect to what is not provided for in Royal Decree 926/1998 and for all issues to which it may apply, (v) the Securities Market Act (Law 24/1988, dated 28th July 1988), in its current version, with respect to its supervision, inspection and approval, 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

In accordance with the provisions set forth in section 2 of article 1 of Royal Decree 926/1998; article 5.10 of Law 19/1992; article 7.1.h) of the Consolidated Text of the Corporate Tax Act, approved through Royal Legislative Decree 4/2004, dated 5 March, amended by Law 35/2006, dated 28 November, governing Personal Income Tax and partial modification of the laws governing Corporate Tax, on Non-residents Income and Wealth, as well as Law 16/2007, dated 4 July, governing reform and adaptation of commercial legislation in accounting issues for international harmonisation based on European Union regulations; article 20.1.18 of Law 37/1992, dated 28 December, governing VAT, article 45.I.B and C of the consolidated text on Asset Transfers and Documented Legal Acts (Stamp Duty) approved through Royal Legislative Decree 1/1993, dated 24 September, article 59.k of Royal Decree 1777/2004, dated 30 July, and article 45.I.B). 15 and C of the of the Revised Text of the Law on Tax on Asset Transfers and Documented Legal Acts, approved by Royal Legislative Decree 1/1993, the characteristics of the tax system of the Fund are as follows:

- a) The formation of the Fund is subject to and exempt from the concept of “company operations” of the Asset Transfer and Documented Legal Acts Tax (article 45-I.C number 17 of Royal Legislative Decree 1/1993, which approves the Consolidated Text of the Asset Transfer and Documented Legal Acts Tax).
- b) The Bond Issue is subject to and exempt from Value Added Tax (article 20.1.18, letter l) of the VAT Act) and from the Tax on Asset Transfers and Documented Legal Acts (article 45-I B, number 15 of the consolidated text of the Tax on Patrimonial Transfers and Documented Legal Acts).
- c) Pursuant to article 7.1.h of the consolidated text of the Corporate Income Tax Act, Asset Securitisation Funds are Corporate Income Tax obligors. Their tax base is determined pursuant to the provisions of Title IV of the aforementioned Act, and they are taxed at the general rate valid at the given time, which is currently set at 30% for tax periods beginning on or after 1st January 2008.
- d) The Fund is subject to the general VAT regulations with the particularity that the management and deposit services rendered for the Fund by the Fund Manager are subject to and exempt from Value Added Tax (article 20.1.18, letter n) of the VAT Act).
- e) With regard to the yields of the Mortgage Transfer Certificates, loans and other credit rights that constitute income for the Fund, there shall be no obligation to withhold or to make interim payments in accordance with the Corporate Income Tax (article 59, letter k) under the Corporate Income Tax Regulations, approved by Royal Decree 1777/2004, dated 30th July.

- f) Interest Rate Swap operations are subject to and exempt from Value Added Tax (article 20.1.18 of the VAT Act), whereby the payments made and income received by the Fund are not subject to Corporate Income Tax Withholdings, being as they are coverage operations.
- g) The transfer of the Mortgage Transfer Certificates to the Fund and the assignment of Loans to the Fund shall be an operation that is subject to and exempt from Value Added Tax (article 20. One 18, letter l) of the VAT Act) and the Tax on Asset Transfers and Documented Legal Acts.
- h) The formation and assignment of guarantee is subject to general tax regulations.
- i) The information obligations established through Law 13/1985 dated 25th May, governing investment rates, own shares and the obligations of information of financial brokers shall apply in accordance with the amendments introduced by Law 23/2005 dated 18th November, governing tax reforms to boost productivity. The aforementioned procedure and information obligations are regulated by articles 42 and 43 of Royal Decree 1065/2007, dated 27th July, which approves the general regulations for tax management and inspection procedures and actions as well as for the development of common rules for tax application procedures.

4.6 CAPITAL AUTHORISED AND ISSUED BY THE ISSUER

Not applicable.

5. DESCRIPTION OF THE COMPANY

5.1 BRIEF DESCRIPTION OF THE MAIN ACTIVITIES OF THE ISSUER

The activity of the Fund consists of acquiring a set of bilateral Loans owned by “la Caixa”, which have been granted to non-financial small and medium-sized companies and business persons with registered offices in Spain, at least 98% of which are small and medium-sized companies that comply with European Commission Recommendation 2003/361/EC, and of the Issue of Securitisation Bonds intended to finance the acquisition of Loans and the allocation of the Reserve Fund, which shall be subscribed entirely by the Assignor, without prejudice to the fact that these may be transferred to other investors at any later moment, in accordance with the legislation in force and the usual conditions for the transferability of Bonds described in sections 4.4 and 5.1 of this Prospectus Schedule.

The Fund was created for the purpose of transforming the Loans, which it will pool together into standardised, fixed-income securities and consequently, susceptible to generating collateral to the European Central Bank, as described below:

Article 18.1 of the Statutes of the European System of Central Banks permits the Central European bank and the national central banks to operate in the financial markets, buying and selling guarantee assets using simple operations or temporary assignments, and requires all credit operations of the Euro system to be effected with appropriate guarantee assets (collaterals). Therefore, all the liquidity injection operations of the Euro system require guarantee assets provided by the counterparty entities, both by means of both the transfer of the property of the assets (in the case of simple operations or temporary assignments) and by the incorporation of a pledge on the corresponding assets (in the case of guaranteed loans).

At present, the Securitisation Bonds with maximum rating, granted by at least one recognised rating agency, and not subordinated, are included in a single list produced by the European System of Central Banks, so that they will be susceptible to being used as financing collateral before these bodies.

This single list is the reference for the selection of the guarantees associated to all types of operations, such as attending auctions, public financing, temporary assignments, eligible collaterals for derivatives and OTC and clearing house operations, as one of the purposes of the Fund is the transformation of the Assignor's portfolio into Bonds included in the aforementioned single list. Transferable Bonds are also obtained which permit the establishment of a liquidity contingency plan, since they can be available for sale if necessary.

All income from interest and from repayment 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 repayment 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.

5.2 GENERAL DESCRIPTION OF THE PARTIES OF THE SECURITISATION PROGRAMME.

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

GESTICAIXA S.G.F.T., S.A is a securitisation fund manager incorporated in Spain, and it is recorded in the special register of the CNMV with number 7.

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

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

GESTICAIXA, S.G.F.T., S.A. is registered with the Companies Register of Barcelona, Volume 34187, Sheet 192, page B-50432, entry 14.

No credit rating has been issued to the Fund Manager.

The Fund Manager will administer and legally represent the Fund.

The relationships in terms of shareholdings between Gesticaixa and “la Caixa” are detailed in section 7.1 of this Registration Document.

CAIXA D’ESTALVIS I PENSIONS DE BARCELONA, “La Caixa”

CAIXA D’ESTALVIS I PENSIONS DE BARCELONA, “La Caixa” Registered with the Special Administrative Register of the Bank of Spain under number 2100 and with the Special Register of Savings Banks of the Generalitat de Catalunya (Regional Government of Catalonia) under number 1. It is an entity that is subject to supervision by the Bank of Spain and the Department of Economy and Finance of the Generalitat de Catalunya, and also registered with the Companies Register of Barcelona, volume 20397, sheet 1, page B-5614, number 3003.

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

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

The Assignor’s ratings may be modified over the life of the Fund. Ratings of short-term and long-term unsubordinated and unsecured debt of “la Caixa” confirmed by the rating agencies Fitch in July 2008, Moody’s in November 2008 and S&P in December 2008.

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

With regard to the credit rating that Standard&Poor's has issued for "la Caixa", said rating agency adjusted its outlook on the ratings of "la Caixa" to "negative" from a previous forecast of "stable" on 21 October 2008.

"la Caixa" acts as Lead Manager for the purposes of article 35.1 of Royal Decree 1310/2005, dated 4 November, by virtue of which it (i) shall carry out temporary and commercial acts and activities of the public offering for subscription of the Bond Issue, (ii) shall undertake the coordination with potential investors and (iii) shall perform the remaining actions of activities which may be scheduled for the Lead Manager in this Prospectus.

Furthermore, in addition to serving as Lead Manager, "la Caixa" shall act as (i) the Assignor of the Loans, (ii) the Subscribing Entity of the Bond Issue, (iii) the Servicer of the Loans, (iv) the Paying Agent and Depository of the Bond Issue, (v) the entity granting the Loan for Initial Expenses, (vi) the balancing entry of the Interest Rate Swap Agreement, (vii) the holder of the Treasury Account and of the Amortisation Account, and (viii) the counterpart of the Financial Brokerage contract.

DELOITTE, S.L.

Tax ID Number: B-79104469 and registered with the Official Register of Account Auditors (ROAC) under number S0692

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

Deloitte, S.L. is registered with the Companies Register of Madrid under Volume 13650, Sheet 188, Section 8, Page M-54414.

Deloitte, S.L. acts as an auditor to verify a series of selection attributes for the Loans held by the Assignor, from which the Loans will be taken for assignment to the Fund at the moment of its formation.

MOODY'S INVESTORS SERVICE ESPAÑA, S.A.

Tax ID Number: A-80448475

Corporate address: Calle Bárbara de Braganza 2, 28004 Madrid

Moody's Investors Service España, S.A. is registered with the Companies Register of Madrid under Volume 4384, Sheet 216, Section 8, Page M72712.

Moody's Investors Service España, S.A. acts as one of the Rating Agencies rating the credit risk of the Bonds.

STANDARD & POOR'S ESPAÑA, S.A.

Tax ID Number: A-80310824

Corporate address: calle Marqués de Villamejor 5, planta 1ª, 28006 Madrid

Standard & Poor's, S.A. is filed with the Companies Register of Madrid in Volume 5659, Sheet 157, Page M-92584

Standard & Poor's, S.A. acts as one of the Rating Agencies rating the credit risk of the Bonds.

CUATRECASAS ABOGADOS, S.R.L.

Tax ID Number: B-59942110

Corporate address: Passeig de Gràcia, 111, 08008 Barcelona

Cuatrecasas Abogados, S.R.L. is registered with the Companies Register of Barcelona under Volume 37673, Sheet 30, Section 8, Page 23850.

Cuatrecasas Abogados, S.R.L. has provided the legal advisory services for the operation and reviewed its tax implications.

KINGDOM OF SPAIN

On the Formation Date, the Ministry of Economy and Finance of the Kingdom of Spain shall, by Ministerial Order, grant a warranty to the Fund by virtue of which the Spanish State will secure payment of the financial obligations actionable against the Fund derived from the Series A3G Bonds in the amount of four hundred and fifty-six million, three hundred thousand (456,300,000) euros, with a waiver to the benefit of discussion established in article 1830 of the Civil Code.

As of the date this Prospectus was filed, the Kingdom of Spain was ranked as follows:

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

The functions of each of the above-mentioned entities are set forth in section 3.1 of the Prospectus Schedule.

6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

The administration and legal representation of the Fund corresponds to the Fund Manager, GESTICAIXA, SOCIEDAD GESTORA DE FONDOS DE TITULIZACION S.A., 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 Code (CIF) num. 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, Sociedad 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, Sociedad Gestora de Fondos de Titulización, S.A.” as the new company name. The said deed has been registered in the Companies Register of Barcelona, Volume 34187, Sheet 192, page B-50432, 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 S.G.F.T., S.A. corresponding to the financial years ending on 31 December 2007, 2006 and 2005 were audited by the firm Deloitte,

S.L., which is registered in the ROAC (Official Registry of Accounts Auditors) under number S-0692.

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

6.3 MAIN ACTIVITIES

In accordance with legal regulations, the exclusive purpose of the Fund Manager is the formation, administration and legal representation of the assets of both the asset securitisation funds and the mortgage securitisation funds, as established by Royal Decree 926/1998, of 14 May, which regulates the securitisation fund assets and the managers of securitisation funds.

As of 31 October 2008, GESTICAIXA administers 29 securitisation funds, 9 of which are mortgage securitisation funds and 20 of which are asset securitisation funds.

Securitisation Fund	Maturity	Issue Bonds	Balance on	Balance on	Balance on
In thousands of euros	Founded	Bond Issue	31/10/2008	31/12/2007	31/12/2006
FONCAIXA HIPOTECARIO 1, FTH*	14/07/1999	600,000	55,821	72,080	98,936
FONCAIXA HIPOTECARIO 2, FTH*	22/02/2001	600,000	135,144	163,448	201,787
FONCAIXA HIPOTECARIO 3, FTH*	06/07/2001	1,500,000	556,858	633,255	727,605
FONCAIXA HIPOTECARIO 4, FTH*	13/12/2001	600,000	223,770	247,256	286,015
FONCAIXA HIPOTECARIO 5, FTH*	15/10/2002	600,000	280,474	315,678	358,746
FONCAIXA HIPOTECARIO 6, FTH*	17/12/2002	600,000	293,802	325,374	365,788
FONCAIXA HIPOTECARIO 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
FONCAIXA HIPOTECARIO 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
GC COMPASS SPAIN 1, FTA	10/12/2004	150,000	120,694	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 FPTYME 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
	TOTAL	23,143,600	13,972,427	13,996,844	11,861,768

*Operations involving Caixa d'Estalvis i Pensions de Barcelona

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 two thousand five hundred euros (€1,502,500), represented by two hundred fifty thousand (250,000) registered shares with a face value of six euros and one cent (€6.01) each.

The treasury stock of the Fund Manager is listed hereunder:

	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
Shareholders' Equity	1,954,270.48	3,390,943.10	1,964,888.97

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 General Shareholders 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 of 7 July in relation to the company's object.

The Board of Directors comprises the following persons, all of whom have their registered professional address at Avenida Diagonal 621-629, 08028 Barcelona:

Chairman:	Mr Fernando Cánovas Atienza
Directors:	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
Secretary (non Director):	Mr Félix López Antón
Deputy-secretary (non-member):	Ms. Roser Vilaró Viles

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

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

All the members of the Board of Directors, except Mr. Xavier Jaumandreu Patxot, Mr. Félix López Antón, Mrs. Maria del Carmen Gimeno Olmos and Mr. Jordi Soldevila Gasset currently belong to the staff of “la Caixa”. “la Caixa” is, in turn, the Assignor of the Loans pooled in the Fund and the Lead Manager of the Bond Issue. Below are the details on the posts held at “la Caixa” by the persons responsible for or directly involved with the selection of the Loans for pooling in the Fund or in the design of the Fund's financial structure:

D. Fernando Cánovas Atienza – Deputy General Director - Marketing.
D. Ernest Gil Sánchez - Director of Area – Auditing and Accounting.
D. Santiago Armada Martínez- Campos - Corporate, Madrid.
D. Josep Ramon Montserrat Miró – Deputy General Director – Specific Risks and Property.
Ms Roser Vilaró Vives – Legal Consultancy.

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

6.8 LENDERS OF THE FUND MANAGER BY MORE THAN 10 PERCENT.

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

6.9 LITIGATION INVOLVING THE FUND MANAGER.

On the registration date of this Registration Document, 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, and it is not involved in any situation of bankruptcy.

6.10 MAIN OPERATIONS WITH BOUND PARTIES AND CONFLICTS OF INTEREST

The linked operations carried out by the Fund Manager are those securitisation operations in which the Caixa d'Estalvis i Pensions de Barcelona, "la Caixa", has taken part as an Underwriter and Bond Placement Agent or Assignor of the assets in the Fund managed by the Fund Manager. Specifically, this circumstance occurs with regard to 17 of the 29 funds specified in the table shown in foregoing section 6.3 and which are marked with an asterisk (*) therein.

GestiCaixa belongs to the "la Caixa" Group. The relationships in terms of shareholdings between Gesticaixa and "la Caixa" are detailed in section 7.1 of 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

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

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

The aforementioned companies are controlled 79.97% by Caixa d'Estalvis i Pensions de Barcelona, with the latter holding an indirect stake (from which control stems) of 79.97% 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., is part of Caixa d'Estalvis i Pensions de Barcelona.

To ensure the absence of abuse of control by "la Caixa" with regard to the Lead Manager, the Lead Manager approved an internal conduct regulation in application of the provisions set forth in Chapter II of Royal Decree 629/1993, dated 3 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 ABOUT 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

10.1 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 certifications of corporate resolutions of the Fund Manager and of the Assignor;
- c) This Prospectus;
- d) The contracts to be signed by the Fund Manager on behalf of and representing the Fund;
- e) The audit report on certain characteristics and attributes of a sample of the set of Loans selected for their assignment to the Fund;
- f) The letters from the Ratings Agencies (provisional and definitive) notifying the ratings assigned to each one of the Series of the Bond Issue;
- g) State Warranty;
- h) Framework Agreement for collaboration between the Ministry of Industry, Tourism and Commerce and the Fund Manager and the Framework Agreement for

collaboration between the Ministry of Industry, Tourism and Commerce and “la Caixa”;

- i) The annual accounts of the Fund Manager and the corresponding audit reports; and
- j) The articles of association and deed of incorporation of the Fund Manager.

The aforementioned documents can be physically consulted at the registered address of GESTICAIXA, SGFT, S.A. in Barcelona at Avenida Diagonal 621-629.

Likewise, the Prospectus can also be consulted on the web page of GESTICAIXA, SGFT, S.A. at www.gesticaixa.com, on the web page of AIAF at www.aiaf.es, and at the registered office of Iberclear, Plaza de la Lealtad, 1, Madrid. It is also available to investors interested in the offer through the Lead Manager and the Subscribing Entity.

Moreover, the documents stated in letters a) to j), except for letter d) and letter h), can be consulted at the CNMV. Once the Deed of Formation has been granted, the Fund Manager shall provide the CNMV with an authorised copy of this.

The Deed of Formation of the Fund can be physically consulted at the registered address of Iberclear in Madrid, Plaza de la Lealtad, 1, 28014 Madrid.

PROSPECTUS SCHEDULE

(Appendix VIII of EC Regulation number 809/2004 of the Commission)

1. PERSONS RESPONSIBLE

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

Mr Xavier Jaumandreu Patxot, acting in name and representation of the Fund Manager, hereby assumes responsibility for the content of this Prospectus Schedule, including its Supplemental Addendum.

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 June 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 September 2008.

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

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 the following:

- (a) GESTICAIXA S.G.F.T., S.A. is the Fund Manager.
- (b) CAIXA D'ESTALVIS I PENSIONS DE BARCELONA and GESTICAIXA S.G.F.T., S.A. designed and structured the operation.
- (c) CAIXA D'ESTALVIS I PENSIONS DE BARCELONA intervenes as (i) the Assignor of the Loans that will be pooled in the Fund, (ii) the Servicer of the Loans that will be pooled in the Fund, (iii) the Paying Agent and Depository of the Bond Issue, (iv) the entity granting the Loan for Initial Expenses, (v) the balancing entry of the Interest Rate Swap Agreement, (vi) the holder of the Treasury Account and of the Amortisation Account, (vii) the counterpart of the Financial Brokerage contract, (viii) the Lead Manager of the Bond Issue and (ix) the Subscribing Entity of the Bond Issue.
- (d) CUATRECASAS ABOGADOS participates as legal adviser of the Bond Issue.
- (e) MOODY'S and S&P participate as Rating Agencies.
- (f) DELOITTE, S.L. participates as auditor of the Fund's assets.
- (g) The KINGDOM OF SPAIN participates as the warrantor of Series AG.

The Fund Manager is unaware of the existence of any other link or significant financial interest between the entities participating in the Bond Issue, except for the relationship detailed in sections 6.10 and 7.1 of this Registration Document.

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

4.1 TOTAL AMOUNT OF THE SECURITIES.

The total amount of the Bond Issue shall be one billion, one hundred and seventy-six million, four hundred thousand (1,176,400,000) euros, represented by eleven thousand, seven hundred and sixty-four (11,764) bonds with a nominal cash value of one hundred thousand (100,000) euros each. The bonds shall be issued in four (4) Classes:

- **Class A**, made up of two (2) Series of Bonds:
 - **Series AS**: five thousand, three hundred and thirty-seven (5,337) Bonds, for a total amount of five hundred and thirty-three million, seven hundred thousand (533,700,000) euros.
 - **Series AG**: four thousand, five hundred and sixty-three (4,563) bonds, for a total amount of four hundred and fifty-six million, three hundred thousand (456,300,000) euros.
- **Class B**: two hundred and seventy-five (275) Bonds, for a total amount of twenty-seven million, five hundred thousand (27,500,000) euros.
- **Class C**: eight hundred and twenty-five (825) Bonds, for a total amount of eighty-two million, five hundred thousand (82,500,000) euros.
- **Class D**: seven hundred and sixty-four (764) Bonds, for a total amount of seventy-six million, four hundred thousand (76,400,000) euros.

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

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

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 Issue

Subscription of the Bond Issue and the management thereof shall be carried out by “la Caixa” in its capacity as the Lead Manager and Subscribing Entity, in accordance with the Management and Subscription Contract of the Bond Issue, which the Fund Manager shall sign on behalf of the Fund, by virtue of which the Subscribing Entity shall undertake to subscribe 100% of the Bond Issue, without prejudice to the fact that the Bonds may be transferred to other investors at any later moment and in the usual conditions for the transferability of Bonds described in sections 4.4 and 5.1 of the Prospectus Schedule, in accordance with the legislation in force.

The lack of confirmation prior to the Subscription Date of the provisional ratings granted to the Bonds by the Rating Agencies shall constitute the sole reason for termination of the Management and Subscription Contract of the Bond Issue.

“la Caixa” shall not receive any form of remuneration in return for the commitment it assumes in its capacity as Lead Manager and Subscribing Entity of the Bond Issue. “la Caixa” acts as Lead Manager in accordance with article 35.1 of Royal Decree 1310/2005, dated 4th November, as set out in Section 5.2 of the Registration Document.

4.2 DESCRIPTION OF THE TYPE AND CLASS OF SECURITIES

The Bonds will have the juridical nature of 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.

“FONCAIXA FTPYME 2, Fondo de Titulización de Activos” is constituted by virtue of the provisions of Order PRE/3/2007, dated 10 January 2007. The fund shall be subject to Spanish law and specifically (i) Royal Decree 926/1998 and the provisions thereby implemented, (ii) Royal Decree 1310/2005, (iii) Law 19/1992, for anything not set forth in Royal Decree 926/1998 and in so far as this applies, (iv) Order PRE/2/2007, dated 10 January 2007, (v) the Securities Market Act (Law 24/1988), in its current version, with respect to its supervision, inspection and approval, (vi) EC Regulation 809/2004, and (vii) any other legal and regulatory provisions in force that apply at any given time.

This Prospectus has been prepared following the models provided for in European Commission (EC) Regulation num. 809/2004, dated 29 April 2004, pertaining to Directive 2003/71/EC of the European Parliament and of the Council as regards the information contained in prospectuses, as well as the format, incorporation by reference and publication of said prospectuses and 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 Royal Decree 926/1998, and they shall be constituted as such by virtue of being recorded in the corresponding accounting registry. The Deed of Formation shall give rise to the effects provided for in Article 6 of Law 24/1998, on the Securities Market.

Bondholders shall be identified as such (on their own behalf or on behalf of third parties) according to the accounting record kept by IBERCLEAR, which shall be designated as the entity in charge of the accounting registry of the Bonds in the Deed of Formation, in such a way that the compensation and liquidation of the Bonds takes place in accordance with the rules of operation that, as regards the securities allowed for trading on the AIAF Market

and represented by book entries, may be established or could be approved in the future by IBERCLEAR.

4.5 CURRENCY OF THE ISSUE

The securities shall be denominated in euros.

4.6 CLASSIFICATION OF THE SECURITIES ACCORDING TO SUBORDINATION

4.6.1. Simple statement regarding the order number that the payment of interest of the bonds holds in the Cash Flow Waterfall of the fund

The payment of the interest accrued by the Class A Bonds (Series AS and AG) holds the (iii) third and (iv) fourth place when applying the Available Funds of the Cash Flow Waterfall set out in section 3.4.6 of the Supplemental Addendum, and (iv) fourth and (v) fifth place when applying the Available Funds for Settlement of the Settlement Cash Flow Waterfall established in the same section.

The payment of the interest accrued by the Class B Bonds holds (v) fifth place when applying the Available Funds of the Cash Flow Waterfall set out in section 3.4.6 of the Supplemental Addendum, except in the event of the situation provided for in the same section for their down-ranking, in which case, it shall hold the (viii) eighth place and the (ix) ninth place when applying the Available Funds for Settlement of the Settlement Cash Flow Waterfall set out in the same section.

The payment of the interest accrued by the Class C Bonds holds (vi) sixth place when applying the Available Funds of the Cash Flow Waterfall set out in section 3.4.6 of the Supplemental Addendum, except in the event of the situation provided for in the same section for their down-ranking, in which case, it shall hold the (ix) ninth place and the (ix) ninth place when applying the Available Funds for Settlement of the Settlement Cash Flow Waterfall set out in the same section.

The payment of interest accrued by the Class D Bonds holds eleventh place (11) when applying the Available Funds of the Cash Flow Waterfall set out in section 3.4.6 of the Supplemental Addendum and the thirteenth (13) place when applying the Available Funds for Settlement of the Settlement Cash Flow Waterfall set out in the same section.

4.6.2. Simple statement regarding the order number that the payment of the principal of the bonds holds in the Cash Flow Waterfall of the fund

The retention of the Amount Available for Redemption of Bonds of the Series AS, AG, Classes B and C occupies the (vii) (seventh) place in the Cash Flow Waterfall established in section 3.4.6 of the Supplemental Addendum.

The amortisation of the principal of the Series D Bonds holds the (xii) (twelfth) place in the Payment Priority Order established in section 3.4.6 of the Supplemental Addendum.

The amortisation of the principal of the Class A Bonds (Series AS and AG) holds (vi) sixth place in the Settlement Cash Flow Waterfall set out in section 3.4.6 of the Supplemental Addendum.

The amortisation of the principal of the Series B Bonds holds the (viii) (eighth) place in the Cash Flow Waterfall Settlement established in section 3.4.6 of the Supplemental Addendum.

The amortisation of the principal of the Series C Bonds holds the (x) (tenth) place in the Cash Flow Waterfall Settlement established in section 3.4.6 of the Supplemental Addendum.

The amortisation of the principal of the Series D Bonds holds the (xii) (twelfth) place in the Cash Flow Waterfall Settlement established in section 3.4.6 of the Supplemental Addendum.

4.7 DESCRIPTION OF THE RIGHTS LINKED TO THE SECURITIES

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

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

The duties of the Assignor and of all other entities that in one way or another may participate in the operation are limited to those that are included in the corresponding contracts pertaining to the FONCAIXA FTGENCAT 3, FTA Fund, the relevant ones of which are described in the Prospectus Schedule and 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.

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, and 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 Determination Date. The Determination Date coincides with the third Business Day prior to the Payment Date in progress.

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 for 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 date). The first Interest Accrual Period shall begin on the Closing Date, inclusive, and end on the first Payment Date, 15 January 2009, 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 annual interest rate resulting from 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 margin applicable to each series of bonds, as indicated below.

4.8.1.3. Reference Interest Rate.

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

Exceptionally, the Nominal Interest Rate of the Bonds of each one of the Series for the first Interest Accrual Period shall be determined by taking the EURIBOR rate at a two-months maturity, established at 11:00 a.m. (CET time) of the second (2) Business Day immediately before the Disbursement Date. The two-month (2) EURIBOR rate shall be the figure given on the EURIBOR 01 page in the REUTERS system at 11:00 a.m. CET on the first Fixing Date.

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

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

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

- (i) The three-month (3) EURIBOR rate shown on the REUTERS screen, page EURIBOR01 at 11:00 a.m. on the Fixing Date. The REUTERS screen, "EURIBOR01 page" is the screen that reflects the content of the "EURIBOR01" page on the REUTERS MONITOR MONEY RATES SERVICE (or any other page that may replace it in this service).
- (ii) In the absence of rates in accordance with section (i) above, it shall be in accordance with the three-month (3) EURIBOR rate shown on the "TELERATE" screen (TELERATE SPAIN, S.A.), on page 248 (or any other page that may replace it) at 11:00 a.m. (CET) on the Fixing Date.
- (iii) In the absence of rates in accordance with numbers (i) and (ii) above, 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 Central Hispano (BSCH);
- (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.

- (iv) In the absence of rates in accordance with the sections (i), (ii) and (iii) above, 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 or TELERATE screens or, if applicable, of the quotation declarations of the banking entities stated in the preceding section (iii) as supporting documents of the determined reference interest rate.

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

The Fixing Date of the Reference Interest Rate for each Interest Accrual Period shall be the second (2nd) Business Day prior to the Payment Date that sets the start of the corresponding Interest Accrual Period. For the first Interest Accrual Period, the Reference Interest Rate shall be determined on the second (2nd) 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 the interest rate applicable to the following Interest Accrual Period for each Series of Bonds.

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

4.8.1.6. Spread to be applied to the Reference Interest Rate for each Series of Bonds:

The spreads that will be applied to the Reference Interest Rate, determined as specified above, for calculating the interest rate that the Bonds of each of the Series will acquire in each Interest Accrual Period, shall be determined pursuant to the following amounts:

- Series AS: spread of 0.35%.
- Series AG: spread of 0.50%.
- Class B: spread of 1.25%.
- Class C: spread of 1.75%.
- Class D: spread of 4.00%.

Furthermore, the Reference Interest Rate applicable to the Bonds of each Series for the first Interest Accrual Period shall be made public before the Closing Date by means of the announcement provided for in section 4 of the Supplemental Addendum and by means of a communiqué to the CNMV from 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.

4.8.1.7. Formula for calculating the interest of the Bonds:

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

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

Where:

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

I = The total amount of interest accrued by the Bond during 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 for the corresponding Interest Accrual Period plus the established differential.

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

In the event that, pursuant to the Cash Flow Waterfall set out in section 3.4.6 of the Supplemental Addendum, the Available Funds of the Fund are insufficient for paying the interest that should be received on a Payment Date to the holders of the Series AG Bonds, pursuant to the provisions in this section, the Fund Manager shall request that the General Directorate of the Treasury and Financial Policy credit the Treasury Account of the Fund with the amount that may be necessary for paying the interest of the Series AG Bonds, thereby charging the Warranty referenced in section 3.4.7.2. of the Supplemental Addendum in the terms and conditions set out in that section.

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 January, April, July and October of each year until the final maturity date 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 15.01.09.

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 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 of said 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 is possible, without thereby accruing additional interest. The payments pending 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 the said period, except for (i) payment of the interest of the Bonds of Series AS and AG, due and unpaid on previous Payment Dates, given that they appear explicitly in the Cash Flow Waterfall and the Settlement Cash Flow Waterfall set out in section 3.4.6 of the Supplemental Addendum and (ii) the provisions in section 3.4.7.2 of the Supplemental Addendum for payment of the interest of the endorsed Series AG. The Fund, through the Fund Manager, may not defer the payment of Interest or Principal of the Bonds after the Legal Final Maturity, meaning 01 September 2050, 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 next 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 Barcelona,
- A holiday in Madrid and
- A non-business day of the TARGET calendar.

4.8.4. Calculation Agent

The Calculation Agent shall be the Fund Manager.

4.9 MATURITY DATE AND AMORTISATION OF THE SECURITIES

4.9.1. Redemption price of the Bonds.

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

Each and 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, i.e., 01 September 2050 or the

next Business Day, without prejudice to the fact that the Manager, pursuant to section 4.4.3 of the Registration Document, may proceed to amortise the Bond Issue prior to the Legal Final Maturity of the Fund.

The last regular amortisation date of the Loans pooled into the secured portfolio is 01.03.47.

The bonds shall be amortised on each payment date, meaning on 15 January, April, July and October 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 payment priority order included in section 3.4.6 of the additional module.

4.9.3. Characteristics common to the amortisation of the Bonds of all the Classes.

Balance of Net Outstanding Principal and Balance of Outstanding Principal

The “Net Outstanding Balance of Principal” of the Bonds of a Class or Series on a Payment Date shall be understood as the Outstanding Balance of Principal of the said Series or Class of Bonds before the amortisation corresponding to said Payment Date, decreased by the amount accrued on the previous Payment Dates and deposited in the Amortisation Account under the concept of amortisation of the Bonds of the Class or Series in question.

Combined, the Net Outstanding Balance of Principal of the Bonds shall be the sum of the Net 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 Balance of the Non-defaulted Loans

The Outstanding Balance of the Non-defaulted Loans on a specific date shall be the sum of the outstanding capital or principal of each one of the Non-defaulted Loans due and not paid into the Fund.

Defaulted loans

Defaulted Loans are amounts of principal that are due and unpaid, plus the outstanding balance of those assets pending amortisation in which:

- (a) the Obligor may have been declared to be in a situation of insolvency, or
- (b) the Fund Manager considers, according to the information provided by the lender, that there are no reasonable expectations of recovering the same; or in any event when
- (c) failure to pay any of the due amounts lasts for an uninterrupted period of twelve (12) months.

Accumulation of Principal

On any Payment Date prior to 15.01.11 (not inclusive), the Amounts Available for Amortisation shall be deposited in the Amortisation Account. The Fund Manager shall maintain an off-balance record, reflecting the amount thus accumulated in relation to each of the Series AS, AG, B and C, divided out amongst the various Series in accordance with the regulations described in section 4.9.4 below.

On the Payment Date of 15 January 2011, the first main Payment Date, the Fund Manager shall make payment to the Bondholders of Classes A, B, and C (not subject to the Cash Flow Waterfall) of the funds thus accumulated according to the amounts maintained in the register.

Amount available for amortisation and Theoretical Amount of Amortisation

On each Payment Date, charged to the Available Funds and in the (vii) (seventh) place in the Cash Flow Waterfall set out in Section 3.4.6 of the Supplementary Addendum, the Amount Available for Amortising, i.e., the amount allocated to the amortisation of the Bonds of Classes A, B, and C in its entirety and without distinction between Classes, shall be retained in an amount equal to the lesser of the following amounts:

- (a) Theoretical Amount of Amortisation: The positive difference on that Payment Date between (A) the sum of (i) the Net Outstanding Balance of Principal of the Bonds of Classes A, B and C and (ii) the amounts drawn down and not repaid, charged to the Warranty for payment of the principal of the 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 month of the 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.

Amortisation Deficit:

The Amortisation Deficit on a payment date shall be the positive difference, if this exists, between:

- (i) The Theoretical Amortisation Amount, and
- (ii) The available amount for amortising.

Available Funds for Amortisation on each Payment Date.

The Available Funds on each Payment Date will be the following:

- a) The balance of the Amortisation Account exclusively on the Payment Date of 15.01.11.
- b) The Available Amount for Amortising withheld in the seventh order (7) of the Payment Priority Order on the corresponding Payment Date.

Moreover, the Fund shall have available, allocated solely to amortisation of the principal of Series AG, the amount drawn down for executing the State Warranty that would be paid out on the next Payment Date, pursuant to the provisions in section 3.4.7.2 of the Supplemental Addendum. Until the Payment Date of 15 January 2011, exclusive, the amount drawn down by the execution of the State Warranty shall be paid into the Amortisation Account and reflected in the register corresponding to Series AG.

4.9.4. Specific characteristics of the Amortisation of each of the Classes or Series of Bonds

The amortisation of the Bonds shall begin on the first Payment Date after 24 months have passed since the Fund's first Payment Date (15 January 2009), i.e., 15 January 2011.

Up to the Payment Date corresponding to the first amortisation of the Bonds, exclusive, the Available Funds for Amortisation shall be deposited in the Amortisation Account. Nevertheless, the Fund Manager will produce an off-the-record register of the distribution of the Funds Available for Amortisation among the Bonds of Classes A, B and C on each of the Payment Dates prior to the first amortisation.

On the Payment Date corresponding to the first amortisation of the Bonds, the Funds Available for Amortisation deposited in the Amortisation Account corresponding to

previous Payment Dates shall be transferred to the Treasury Account, and from there, they shall be distributed pursuant to the off-the-book register made by the Fund Manager for the amortisation of Classes A, B and C.

Distribution of the Funds Available for Amortisation of Series AG, AS, AG, B and C

The distribution of the Funds Available for Amortisation shall be carried out on each Payment Date in accordance with the following rules (taking into account that the amounts deposited in the Amortisation Account decrease the amount pending amortisation of each Series of Bond, except for Series D):

1. GENERAL AMORTISATION RULE:

1.1 Amortisation of the Class A Bonds: The Funds Available for Amortisation applied to the amortisation of the Class A and to reimbursement of the amounts owed to the State through drawdowns against the Warranty for amortisation of Series AG shall be applied in the following order:

1. Amortisation of the principal of the Series AS Bonds.
2. 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 Available Funds 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.

1.2. Pro-rata amortisation between Class A Bonds: Nevertheless, 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 and the Loans that were in default by less than ninety (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, and (ii) the Net 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 case, on the corresponding Payment Date, the Funds Available for Amortisation applied to amortisation of Class A and to the repayment of the amounts owed to the State for draw downs against the Warranty for amortisation of Series AG shall be distributed in accordance with the following rules:

- (a) they shall be allocated pro rata and directly proportional (i) to the Net Outstanding Balance of Principal of Series AS, and (ii) to the Net 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 2 of section 1.1.

1.3. 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 amortisation of the Series B and Series C:
 - i. The Pro Rata Amortisation of Class A was not applicable, as set forth in point 1.2;
 - ii. On the current Payment Date, the Reserve Fund has been allocated with the Minimum Level of the Reserve Fund.
 - iii. On the Determination Date prior to the corresponding Payment Date, the amount of the Outstanding Balance of the Non-defaulted Loans was equal to or greater than 10% of the Initial Balance upon formation of the Fund.

- (b) In order to proceed with amortisation of Series B, on the Determination Date prior to the corresponding Payment Date:
 - i. The Balance of Outstanding Principal of Class B is equal to or greater than 5% of the Outstanding Principal of the Bond Issue, except for Class D, 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 Balance of the Non-defaulted Loans and Initial Drawdowns that are not more than ninety (90) days in arrears with regard to payment of the amounts granted does not exceed 1.25% of the Outstanding Balance of the Non-defaulted Loans and Initial Drawdowns.
- (c) In order to proceed with amortisation of Series C, on the Determination Date prior to the corresponding Payment Date:
 - i. The Outstanding Balance of Class C is equal to or greater than 15% of the Outstanding Principal Balance of the Bond Issue, except for Class D, 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 Balance of the Non-defaulted Loans and Initial Drawdowns that are not more than ninety (90) days in arrears with regard to payment of the amounts granted does not exceed 1% of the Outstanding Balance of the Non-defaulted Loans and Initial Drawdowns.

If on a Payment Date the amortisation of Series B and/or Series C is applicable by virtue of the provisions set forth in rule 1.3 above, the Funds Available for Amortisation shall also be applied to the amortisation of Series B and/or Series C in such a way that the Outstanding Balance of Principal of Series B or Series C remains, respectively, at 5% and 15% of the sum of the Outstanding Balance of the Bond Issue or higher percentages that are as close as possible to these.

2. EXCEPTIONAL RULE: SEQUENTIAL AMORTISATION (except Class D):

If the previous general amortisation rule cannot be applied, then this exceptional rule shall apply. The Funds Available for Amortisation shall be applied sequentially, first, to the amortisation of Class A (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 Class B; and third, to the amortisation of Class C.

Amortisation of Class D

Class D shall be amortised on each of the Payment Dates in an amount equal to the positive difference between the Outstanding Balance of Class D on Determination Date prior to the corresponding Payment Date and the amount of the Minimum Level of the Reserve Fund required on that Payment Date.

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 clean-up call of the Loans, whether partially or totally, and the speed with which this clean-up call 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 obligors in the payment of the loan amounts.

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

- Interest Rates of the Loans: 5.964% weighted average interest rate on 22.10.08 of the portfolio of loans that have been used for calculating the amortisation amounts and interest of each one of the loans;

- Arrears of the portfolio of Loans: 1.69% of the Outstanding Balance of the Loans with 90% repayment at twelve (12) months from the time they enter into arrears; This hypothesis has been established on the basis of past information on the portfolio of Loans assigned by the Assignor. *The Loans shall be considered Delinquent Loans when* they are at a date of non-payment for a period greater than ninety (90) days' delay in the payment of due and payable amounts, up to a period less than or equal to twelve (12) months' delay in the payment of due and payable amounts.
- Defaults of the portfolio of loans that are considered uncollectible: 0.05%;
- the constant prepayment rate of the Loans, 6%, 8% and 10% in each of the three scenarios examined, is constant over the life of the Bonds;
- the historic constant prepayment rates of "la Caixa" is coherent with those taken hypothetically;
- The Closing Date of the Bonds is 17 November 08;
- no Amortisation Deficit occurs;
- there is no extension of the term of any of the Loans; and
- the Fund Manager shall exercise the option of Clean-up call of the Fund and use this for the Early Amortisation of the Bond Issue, when the Outstanding Balance of the Non-defaulted Loans is less than 10% of the Initial Outstanding Balance when the fund was constituted.

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 amortisation, both the amortisation according to the planned schedule as well as those of an early nature. The real adjusted duration and the return or profitability of the Bonds will also depend on their variable interest rate.

The nominal rates of variable interest of the Bonds of each Series assumed for the first Interest Accrual Period are as follows, based on the two-month EURIBOR rate (4.675%) at 31 October 2008 and the margins in accordance with section 4.8.1.6 (5.025% for Series AS, 5.175% for Series AG, 5.925% for Series B, 6.425% for Series C and 8.675% for Series D):

	AS Bonds	AG Bonds	B Bonds	C Bonds	D Bonds
Nominal Interest Rate	5.025%	5.175%	5.925%	6.425%	8.675%

For successive Interest Accrual Periods, 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 (4.760%) at 31 October 2008 and the margins in accordance with section 4.8.1.6 (5.110% for Series AS, 5.260% for Series AG, 6.010% for Series B, 6.510% for Series C and 8.760% for Series D):

	AS Bonds	AG Bonds	B Bonds	C Bonds	D Bonds
Nominal Interest Rate	5.110%	5.260%	6.010%	6.510%	8.760%

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

FONCAIXA FTPYME 2, FTA				
		6% CPR	8% CPR	10% CPR
Series AS	Average life (years)	2.22	2.19	2.17
	IRR	4.90%	4.90%	4.90%
	(years)	2.17	2.14	2.13
	Final Amortisation	15/07/2011	15/04/2011	15/01/2011
Series AG	Average life (years)	5.06	4.57	4.15
	IRR	5.21%	5.21%	5.21%
	(years)	4.99	4.51	4.09
	Final amortisation	15/04/2016	15/10/2015	15/01/2015
Class B	Average life (years)	5.35	4.87	4.40
	IRR	5.97%	5.97%	5.97%
	(years)	5.18	4.71	4.26
	Final Amortisation	15/04/2016	15/10/2015	15/01/2015
Class C	Average life (years)	5.35	4.87	4.40
	IRR	6.48%	6.48%	6.48%
	(years)	5.14	4.68	4.23
	Final Amortisation	15/04/2016	15/10/2015	15/01/2015
Class D	Average life (years)	5.75	5.33	4.84
	IRR	8.72%	8.72%	8.72%
	(years)	4.89	4.57	4.19
	Final Amortisation	15/04/2016	15/10/2015	15/01/2015
Anticipated Liquidation Date of the Fund		15/04/2016	15/10/2015	15/01/2015
Years from the Formation Date		7.53	7.02	6.26

* These rates have been considered according to the experience of the Assignor in these types of Loans

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

- The CPRs are assumed constant at 6%, 8% and 10%, 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 after the second Interest Accrual Period (5.110% for Series AS, 5.260% for Series AG, 6.010% for Series B, 6.510% for Series C and 8.760% for Series D), and as already known, the nominal 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 option of Clean-up call of the Fund and use this for the Early Amortisation of the Bond Issue, when the Outstanding Balance of the Non-defaulted Loans is less than ten percent (10%) of the Initial Outstanding Balance when the fund was constituted.
- In this stated scenario, the Pro-Rata Amortisation of Class A does not become operable, and the Conditions for Pro-Rata Amortisation of Series B and C do.

FLOWS FOR EACH BOND WITHOUT RETENTION FOR THE SUBSCRIBER, IRR = 6% (in euros)															
Payment Date	Series AS			Series AG			Series B			Series C			Series D		
	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total
17/11/2008															
15/01/2009	0.00	625.48	625.48	0.00	643.84	643.84	0.00	735.65	735.65	0.00	796.85	796.85	0.00	1,072.26	1,072.26
15/04/2009	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/07/2009	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/10/2009	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/01/2010	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/04/2010	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/07/2010	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/10/2010	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/01/2011	86,718.51	1,277.50	87,996.01	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/04/2011	8,571.69	169.67	8,741.36	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/07/2011	4,709.80	60.17	4,769.97	3,334.44	1,315.00	4,649.44	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/10/2011	0.00	0.00	0.00	8,381.28	1,271.15	9,652.43	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/01/2012	0.00	0.00	0.00	6,184.91	1,160.94	7,345.85	7,005.67	1,502.50	8,508.17	7,005.67	1,627.50	8,633.17	6,695.12	2,190.00	8,885.12
15/04/2012	0.00	0.00	0.00	6,216.49	1,079.61	7,296.10	7,041.45	1,397.24	8,438.69	7,041.45	1,513.48	8,554.93	6,536.63	2,043.38	8,580.01
15/07/2012	0.00	0.00	0.00	5,383.05	997.86	6,380.91	6,097.40	1,291.44	7,388.85	6,097.40	1,398.88	7,496.29	6,570.01	1,900.22	8,470.24
15/10/2012	0.00	0.00	0.00	5,028.81	927.07	5,955.88	5,696.16	1,199.83	6,895.98	5,696.16	1,299.65	6,995.80	5,689.18	1,756.34	7,445.52
15/01/2013	0.00	0.00	0.00	4,760.09	860.94	5,621.03	5,391.77	1,114.24	6,506.02	5,391.77	1,206.94	6,598.72	5,314.79	1,631.75	6,946.54
15/04/2013	0.00	0.00	0.00	4,839.07	798.35	5,637.42	5,481.24	1,033.23	6,514.47	5,481.24	1,119.19	6,600.43	5,030.79	1,515.35	6,546.14
15/07/2013	0.00	0.00	0.00	4,323.71	734.72	5,058.42	4,897.48	950.88	5,848.36	4,897.48	1,029.98	5,927.47	5,114.26	1,405.18	6,519.44
15/10/2013	0.00	0.00	0.00	4,123.70	677.86	4,801.56	4,670.93	877.29	5,548.22	4,670.93	950.28	5,621.21	4,569.59	1,293.18	5,862.77
15/01/2014	0.00	0.00	0.00	3,977.24	623.63	4,600.87	4,505.03	807.11	5,312.14	4,505.03	874.26	5,379.29	4,358.21	1,193.10	5,551.31
15/04/2014	0.00	0.00	0.00	4,104.83	571.33	4,676.16	4,649.56	739.42	5,388.98	4,649.56	800.94	5,450.50	121.42	1,097.66	1,219.08
15/07/2014	0.00	0.00	0.00	3,740.54	517.35	4,257.89	4,236.92	669.56	4,906.49	4,236.92	725.27	4,962.19	0.00	1,095.00	1,095.00
15/10/2014	0.00	0.00	0.00	3,614.29	468.16	4,082.46	4,093.92	605.90	4,699.83	4,093.92	656.31	4,750.24	0.00	1,095.00	1,095.00
15/01/2015	0.00	0.00	0.00	3,472.64	420.64	3,893.28	3,933.48	544.39	4,477.87	3,933.48	589.68	4,523.16	0.00	1,095.00	1,095.00
15/04/2015	0.00	0.00	0.00	3,546.46	374.97	3,921.43	4,017.09	485.29	4,502.38	4,017.09	525.67	4,542.75	0.00	1,095.00	1,095.00
15/07/2015	0.00	0.00	0.00	3,253.00	328.34	3,581.33	3,684.69	424.94	4,109.62	3,684.69	460.29	4,144.97	0.00	1,095.00	1,095.00

FLOWS FOR EACH BOND WITHOUT RETENTION FOR THE SUBSCRIBER, IRR = 6% (in euros)															
Payment Date	Series AS			Series AG			Series B			Series C			Series D		
	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total
15/10/2015	0.00	0.00	0.00	3,132.34	285.56	3,417.90	3,548.01	369.57	3,917.59	3,548.01	400.32	3,948.33	0.00	1,095.00	1,095.00
15/01/2016	0.00	0.00	0.00	3,048.86	244.37	3,293.23	3,453.46	316.26	3,769.72	3,453.46	342.58	3,796.03	0.00	1,095.00	1,095.00
15/04/2016	0.00	0.00	0.00	15,534.27	204.28	15,738.55	17,595.74	264.38	17,860.11	17,595.74	286.37	17,882.11	50,000.00	1,095.00	51,095.00
Total	100,000	11,075	111,075	100,000	26,341	126,341	100,000	31,857	131,857	100,000	34,507	134,507	100,000	49,948	149,948

FLOWS FOR EACH BOND WITHOUT RETENTION FOR THE SUBSCRIBER, IRR = 8% (in euros)															
Payment Date	Series AS			Series AG			Series B			Series C			Series D		
	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total
17/11/2008															
15/01/2009	0.00	625.48	625.48	0.00	643.84	643.84	0.00	735.65	735.65	0.00	796.85	796.85	0.00	1,072.26	1,072.26
15/04/2009	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/07/2009	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/10/2009	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/01/2010	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/04/2010	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/07/2010	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/10/2010	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/01/2011	93,964.50	1,277.50	95,242.00	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/04/2011	6,035.50	77.10	6,112.61	3,528.83	1,315.00	4,843.83	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/07/2011	0.00	0.00	0.00	9,341.04	1,268.60	10,609.64	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/10/2011	0.00	0.00	0.00	6,910.30	1,145.76	8,056.06	7,931.01	1,502.50	9,433.51	7,931.01	1,627.50	9,558.51	0.00	2,190.00	2,190.00
15/01/2012	0.00	0.00	0.00	6,470.98	1,054.89	7,525.87	7,426.80	1,383.34	8,810.14	7,426.80	1,498.42	8,925.23	14,977.31	2,190.00	17,167.31
15/04/2012	0.00	0.00	0.00	6,463.65	969.80	7,433.45	7,418.39	1,271.75	8,690.14	7,418.39	1,377.55	8,795.94	6,858.41	1,862.00	8,720.41
15/07/2012	0.00	0.00	0.00	5,594.38	884.80	6,479.18	6,420.72	1,160.29	7,581.00	6,420.72	1,256.82	7,677.53	6,850.64	1,711.80	8,562.43
15/10/2012	0.00	0.00	0.00	5,208.13	811.23	6,019.36	5,977.41	1,063.82	7,041.23	5,977.41	1,152.32	7,129.73	5,929.32	1,561.77	7,491.09
15/01/2013	0.00	0.00	0.00	4,909.70	742.75	5,652.45	5,634.90	974.01	6,608.91	5,634.90	1,055.04	6,689.94	5,519.95	1,431.92	6,951.86
15/04/2013	0.00	0.00	0.00	4,960.03	678.18	5,638.22	5,692.67	889.34	6,582.01	5,692.67	963.33	6,656.00	5,203.65	1,311.03	6,514.68
15/07/2013	0.00	0.00	0.00	4,417.87	612.96	5,030.83	5,070.43	803.81	5,874.24	5,070.43	870.68	5,941.11	4,660.73	1,197.07	5,857.80
15/10/2013	0.00	0.00	0.00	4,193.47	554.87	4,748.34	4,812.88	727.63	5,540.51	4,812.88	788.16	5,601.04	0.00	1,095.00	1,095.00
15/01/2014	0.00	0.00	0.00	4,024.03	499.72	4,523.75	4,618.42	655.31	5,273.73	4,618.42	709.83	5,328.25	0.00	1,095.00	1,095.00
15/04/2014	0.00	0.00	0.00	4,129.13	446.81	4,575.93	4,739.04	585.92	5,324.96	4,739.04	634.67	5,373.70	0.00	1,095.00	1,095.00
15/07/2014	0.00	0.00	0.00	3,743.51	392.51	4,136.02	4,296.46	514.72	4,811.18	4,296.46	557.54	4,854.00	0.00	1,095.00	1,095.00
15/10/2014	0.00	0.00	0.00	3,597.65	343.28	3,940.93	4,129.06	450.16	4,579.22	4,129.06	487.61	4,616.67	0.00	1,095.00	1,095.00
15/01/2015	0.00	0.00	0.00	3,437.51	295.97	3,733.48	3,945.26	388.12	4,333.38	3,945.26	420.41	4,365.67	0.00	1,095.00	1,095.00
15/04/2015	0.00	0.00	0.00	3,493.35	250.77	3,744.12	4,009.35	328.85	4,338.20	4,009.35	356.20	4,365.56	0.00	1,095.00	1,095.00
15/07/2015	0.00	0.00	0.00	3,182.94	204.83	3,387.77	3,653.09	268.60	3,921.69	3,653.09	290.95	3,944.04	0.00	1,095.00	1,095.00
15/10/2015	0.00	0.00	0.00	12,393.48	162.97	12,556.46	14,224.11	213.72	14,437.83	14,224.11	231.50	14,455.61	50,000.00	1,095.00	51,095.00
Total	100,000	10,923	110,923	100,000	23,800	123,800	100,000	28,943	128,943	100,000	31,350	131,350	100,000	46,283	146,283

FLOWS FOR EACH BOND WITHOUT RETENTION FOR THE SUBSCRIBER, IRR = 10% (in euros)															
Payment Date	Series AS			Series AG			Series B			Series C			Series D		
	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total
17/11/2008															
15/01/2009	0.00	625.48	625.48	0.00	643.84	643.84	0.00	735.65	735.65	0.00	796.85	796.85	0.00	1,072.26	1,072.26
15/04/2009	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/07/2009	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/10/2009	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/01/2010	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/04/2010	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/07/2010	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/10/2010	0.00	1,277.50	1,277.50	0.00	1,315.00	1,315.00	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/01/2011	100,000.00	1,277.50	101,277.50	1,161.09	1,315.00	2,476.09	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/04/2011	0.00	0.00	0.00	11,078.33	1,299.73	12,378.06	0.00	1,502.50	1,502.50	0.00	1,627.50	1,627.50	0.00	2,190.00	2,190.00
15/07/2011	0.00	0.00	0.00	7,658.09	1,154.05	8,812.14	8,726.12	1,502.50	10,228.62	8,726.12	1,627.50	10,353.62	0.00	2,190.00	2,190.00
15/10/2011	0.00	0.00	0.00	7,203.17	1,053.35	8,256.52	8,207.75	1,371.39	9,579.14	8,207.75	1,485.48	9,693.24	0.00	2,190.00	2,190.00
15/01/2012	0.00	0.00	0.00	6,718.70	958.63	7,677.32	7,655.71	1,248.07	8,903.78	7,655.71	1,351.90	9,007.61	22,856.40	2,190.00	25,046.40
15/04/2012	0.00	0.00	0.00	6,670.39	870.28	7,540.67	7,600.67	1,133.04	8,733.71	7,600.67	1,227.30	8,827.97	7,109.87	1,689.44	8,799.31
15/07/2012	0.00	0.00	0.00	5,759.91	782.56	6,542.47	6,563.21	1,018.84	7,582.05	6,563.21	1,103.60	7,666.81	7,058.75	1,533.74	8,592.49
15/10/2012	0.00	0.00	0.00	5,338.91	706.82	6,045.73	6,083.50	920.23	7,003.73	6,083.50	996.79	7,080.28	6,095.26	1,379.15	7,474.41
15/01/2013	0.00	0.00	0.00	5,008.83	636.61	5,645.44	5,707.39	828.82	6,536.21	5,707.39	897.78	6,605.16	5,649.75	1,245.67	6,895.42
15/04/2013	0.00	0.00	0.00	5,030.48	570.74	5,601.22	5,732.05	743.07	6,475.12	5,732.05	804.89	6,536.94	1,229.98	1,121.94	2,351.91
15/07/2013	0.00	0.00	0.00	4,459.18	504.59	4,963.78	5,081.08	656.95	5,738.03	5,081.08	711.60	5,792.68	0.00	1,095.00	1,095.00
15/10/2013	0.00	0.00	0.00	4,209.79	445.95	4,655.75	4,796.91	580.60	5,377.51	4,796.91	628.91	5,425.81	0.00	1,095.00	1,095.00
15/01/2014	0.00	0.00	0.00	4,017.30	390.60	4,407.89	4,577.56	508.53	5,086.09	4,577.56	550.84	5,128.40	0.00	1,095.00	1,095.00
15/04/2014	0.00	0.00	0.00	4,101.26	337.77	4,439.03	4,673.24	439.75	5,113.00	4,673.24	476.34	5,149.58	0.00	1,095.00	1,095.00
15/07/2014	0.00	0.00	0.00	3,693.74	283.84	3,977.58	4,208.89	369.54	4,578.43	4,208.89	400.28	4,609.17	0.00	1,095.00	1,095.00
15/10/2014	0.00	0.00	0.00	3,528.98	235.26	3,764.25	4,021.15	306.30	4,327.45	4,021.15	331.78	4,352.93	0.00	1,095.00	1,095.00
15/01/2015	0.00	0.00	0.00	14,361.83	188.86	14,550.69	16,364.78	245.88	16,610.66	16,364.78	266.34	16,631.12	50,000.00	1,095.00	51,095.00
Total	100,000	10,845	110,845	100,000	21,583	121,583	100,000	26,132	126,132	100,000	28,306	128,306	100,000	41,987	141,987

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

4.12 RESOLUTIONS, AUTHORISATIONS AND APPROVALS FOR ISSUING THE SECURITIES

a) Company Resolutions

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

The board of directors of the fund manager, at its meeting held on 19 September 2008, resolved the following:

- i) The formation of FONCAIXA FTGENCAT 2, FTA in accordance with the legal regime set out by Order PRE/3/2007, Royal Decree 926/1998, Law 19/1992 for whatever is not addressed by Royal Decree 926/1998 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 “la Caixa”, which are derived from the Mortgage Loans and Non-mortgage Loans granted by “la Caixa” to non-financial, small and medium-sized enterprises resident in Spain.
- iii) The issue of the bonds against the fund.

Loan Assignment resolution:

The Board of Directors of “la Caixa”, in its meeting held on 18 September 2008, resolved to authorise the assignment of the Mortgage Loans by means of the issue of Mortgage Transfer Certificates and the assignment of Non-mortgage Loans for their pooling into the Fund via direct assignment in the Deed of Formation.

b) Registration by the CNMV

The prerequisite for the 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 11.11.08.

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

Once this Prospectus has been registered by the CNMV, the Fund Manager, together with “la Caixa”, as the Assignor of the Loans, shall proceed on 13 November 2008 to execute the public deed of formation of FONCAIXA FTPYME 2, FONDO DE TITULIZACIÓN DE ACTIVOS by virtue of the Resolution of the Fund Manager dated 19 September 2008 and the Resolution of the Board of Directors of “la Caixa” dated 18 September 2008, 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 Deed of Formation proposal 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 incorporation into its official records.

4.13 ISSUE DATE OF THE SECURITIES

The date of the Bond Issue shall be 13 November 2008.

4.13.1. Subscribing Entity

“la Caixa”, which has the status of qualified investor, as this term is defined in article 39 of Royal Decree 1310/2005, will subscribe the entire Bond Issue on the Subscription Date.

4.13.2. Subscription Date

The Subscription Date shall be 14 November 2008, the Business Day prior to the Closing Date.

4.13.3 Form and Closing Date

The Subscribing Entity shall subscribe the entirety of the Bond Issue on its own behalf without prejudice to subsequent transfer to other investors at any time, in

accordance with current legislation and under the customary conditions of transferability of Bonds set forth in sections 4.4 and 5.1 of the Prospectus Schedule.

On the Closing Date, the Lead Manager and Subscribing Entity must pay the Fund, in the account opened in the name of the Fund at the Paying Agent's, the price of issue (100% of the nominal value), same day value before 10:15 a.m. (CET).

The Closing Date shall be 17 November 2008.

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 register 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

In compliance with article 2, point 3 of Royal Decree 926/1998, 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 (30) 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.

Once the issue has been admitted for trading, the bonds can be purchased by both qualified investors as well as private investors.

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

5.2 PAYING AGENT AND DEPOSITARY ENTITIES.

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

The financial servicing of the Bond Issue shall be carried out through “La Caixa”, the entity 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 La Caixa shall enter into the Payment 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 Agreement for the Bond Issue, are paid to it by 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 equal to 0.01%, including taxes, if applicable, on the gross amount of the interest paid to the Bondholders on each Payment Date, to 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 Agencies do not confirm the ratings assigned on a provisional basis to each of the Series 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 Ratings Agencies and to the Assignor.

In the event that the rating of the Paying Agent given by the Rating Agencies for its short-term risk are reduced to a rating below P-1, in the case of Moody's, or below A1, in the case of S&P, the Fund Manager shall, on behalf of the Fund and within thirty (30) Business Days for Moody's and sixty (60) days for S&P, calculated from the time that this situation takes place and following notification to the Rating Agencies, 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 guaranties or commitments from a credit entity or entities with a rating for its short-term debt of not less than P-1 granted by Moody's or not less than A1 granted by S&P, or another one explicitly recognised by the Rating Agencies, 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 given by Moody's and A1 given by S&P, or another one explicitly recognised by the Rating Agencies, so that it may assume, under the same conditions, the functions of the affected entity established in its respective contract.

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

Likewise, the Paying Agent may terminate the Paying Agency Contract, subject to at least two months’ prior notification to the Fund Manager, in accordance with the terms set forth in the Paying Agency Contract, and as long as (i) another entity with financial characteristics similar to “la Caixa” and a short-term credit rating equal to at least P-1, in the case of Moody’s, and A1, in the case of S&P, or another one explicitly recognised by the Rating Agencies, accepted by the Fund Manager, replaces it in the functions assumed under the Paying Agency Contract and (ii) the CNMV and the Rating Agencies are notified. Moreover, termination may not occur, unless authorised by the Fund Manager, until day 20 of the month following the month of the Payment Date following the notification of termination. In the case of replacement motivated by the waiver of the replaced party, all of the costs stemming from the replacement process shall be payable by the latter, as well as any increase of the commission of the new Paying Agent. 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 amortisation shall be announced using the channels generally accepted by the market (AIAF Fixed Income Market, Iberclear) that guarantee adequate publication of the information in time and content.

Notification dates of the payments to be made by the fund on each payment date:

These shall be 15 January, April, July and October of each year. If these dates are not business days, then the next business day shall apply.

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:

Initial Expenses	Euros
CNMV fees - Registration	40,610
CNMV Fees - Supervision	9,364
AIAF Market Fees	52,200
IBERCLEAR Fees	2,900
Commission for the State Warranty	1,368,900
Rating Agencies, legal advice, printing, notary public fees, audit, translation, management and others	326,026
TOTAL	1,800,000

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

In addition to the Initial Expenses detailed previously, the Fund shall pay the Ordinary and Extraordinary Expenses of the Fund and shall charge this to Available Funds in accordance with the Cash Flow Waterfall. It is estimated that the ordinary costs of the Fund, including the commission payable to the Fund Manager and those stemming from the Paying Agent contract, at the close of the first year of the life of the Fund, shall total one hundred and forty-five thousand (186,000) euros. Given that the bulk of these costs is directly related to the Balance of Outstanding Principal of the Bonds and the Outstanding Balance of the Loans and that these balances are reduced throughout the life of the Fund, the ordinary expenses of the Fund shall also be reduced over time.

7. ADDITIONAL INFORMATION

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

Cuatrecasas has provided the legal consultancy for the formation of the Fund and the Bond Issue and has revised the statements pertaining to the tax treatment of the Fund, which are contained in section 4.5.1 of the Registration Document. The financial design of the operation was made by “la Caixa” 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, S.L. was the auditor of a series of attributes of the Loans selected under the terms of section 2.2 of the Supplemental Addendum. Deloitte, S.L. is likewise the auditor of the Assignor.

7.4 INFORMATION COMING FROM THIRD PARTIES.

The Fund Manager, within its verification duties established in this Prospectus, has received confirmation from “la Caixa” of the authenticity of the characteristics of the Assignor, the Loans, the Mortgage Transfer Certificates and the Mortgage Loans, described in section 2.2.8 of the Supplemental Addendum, and of the rest of the Assignor’s information included in this Prospectus, which shall be ratified by the Assignor on the Formation Date of the Fund in the Deed of Formation.

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

7.5 CREDIT 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 resolved to request ratings from the Ratings Agencies for each one of the classes of bonds, pursuant to the provisions in article 5 of Royal Decree 926/1998.

On the registration date of this Prospectus Schedule, the following preliminary ratings are determined for the Bonds, both ratings assigned on 10.11.08:

Series	Moody’s	S&P
Series AS	Aaa	AAA
Series AG	Aaa	AAA
Series B	A3	AA
Series C	Baa3	BBB
Series D	C	CCC-

* Series AG shall have a State Warranty.

The Moody’s and S&P ratings for Series AG are sourced prior to the State Warranty.

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

A rating, by definition, is the opinion of the Rating Agencies about the level of credit risk (arrears in payment and defaults) associated with the Bonds. In the event that any of the aforementioned provisional ratings given by the Rating Agency may not be confirmed before 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 Agencies based on wide-ranging information received by them. They do not guarantee the accuracy of this information or that it is complete, wherefore they cannot be held liable for the same under any circumstance;
- (ii) 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 for Classes A, B, C and D.

The risk ratings assigned by S&P constitute opinions regarding the ability of the Fund to pay out interest on time on each Payment Date and the reimbursement of the principal throughout the life of the operation, and in any event before the Legal Final Maturity of the Fund for Classes A, B, C and D.

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

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

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

The Fund Manager, in representation of the Fund, undertakes to provide the Ratings Agencies 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.

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 mentioned rating dropped, to recover it.

SUPPLEMENTAL ADDENDUM TO THE PROSPECTUS SCHEDULE

(Schedule VIII of (EC) Commission Regulation Number 809/2004

1. SECURITIES

1.1 MINIMUM DENOMINATION OF THE ISSUE

“FONCAIXA FTPYME 2, FONDO DE TITULIZACIÓN DE ACTIVOS”, represented by GESTICAIXA, S.G.F.T., S.A. shall be set up with the Loans assigned by “la Caixa” at the time of formation, the maximum principal or capital of which shall be equal or as close as possible to one billion, one hundred million (1,100,000,000) 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.

In accordance with the information supplied by the Assigner, the Fund Manager confirms that the principal, ordinary interest, commissions and any other sums generated by the securitized assets will make it possible, pursuant to the contractual characteristics, to satisfy the payments due and payable on the Bonds issued.

However, in order to cover possible non-payment by the borrowers or 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 Class. 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 S&P and Moody's to the Bonds in each of the Classes as detailed as 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 the Clean-up call of the Fund and, in conjunction, prepayment of the Bond Issue under the terms set forth in part 4.4.3 of the Registration Document.

2.2 ASSETS SUPPORTING THE BOND ISSUE

The credit rights pooled in the Fund assets are derived from bilateral loans selected from a portfolio of Loans to Spanish small and medium-sized enterprises, assigned by the Assignor in the terms set out in Order PRE/3/2007, dated 10 January 2007, on Agreements Promoting Asset Securitization Funds to promote the financing of business, at least 98% of which are granted to small and medium-sized enterprises as was defined by the European Commission on 6 May 2003 (2003/361/EC), and whose characteristics are described throughout this Supplemental Addendum.

Audit of the Loans Securitised via the Fund

The Loans were audited for “la Caixa” by Deloitte, S.A., which has registered offices at Plaza Pablo Ruiz Picasso, 1, 28020 Madrid, is bearer of Spanish Tax Identification Code (CIF) number B-79104469, and is registered in the Official Register of Account Auditors (ROAC) under number S0692, in compliance with the provisions of article 5 of Royal Decree 926/1998, dated 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 allows the extraction of a conclusion about the said population by means of the analysis of a number of entries (“samples”) smaller than the total group. The reliability level indicates the probability that the real number of entries with deviations from a rule existing in a population does not exceed a previously determined limit (“precision”). The chosen sample size and level of confidence determine that the non-existence of errors in the sample corresponds with a maximum of inferred errors for the population, always different 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, transfer of the assets, initial amount, formalisation date, maturity date, 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 and type of guarantee. In addition, the following attributed have been verified for mortgage loans: formalisation in a public instrument and filing with the Property Register, address of the mortgaged property, appraised value, ratio of the outstanding balance of property to the appraised value, completed real estate asset and the type of asset serving as a guarantee.

The results of the audit are included in a report prepared by the Auditor, which is one of the documents available for consultation in accordance with section 10 of the Registration Document.

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 Loan Obligors are small and medium-sized enterprises, micro-companies and independent Spanish individuals, at least 98% of which are SMEs pursuant to the definition from the European Commission dated 6 May 2003 (2003/361/EC).

The following tables have been prepared with information current as of 22 October 2008.

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).

The following table shows the breakdown of the selected loans according to the CNAE codes, to which the Obligors' activities can be assigned.

Operations Portfolio at 22.10.08				
CNAE classification				
CNAE description	Operations		Outstanding Principal	
	Number	%	Amount	%
01- Farming, cattle breeding and hunting	2,451	8.05%	95,487,112.08	6.25%
02-Forestry management and timber farming	98	0.32%	3,758,687.09	0.25%
05-Fishing and aquaculture	144	0.47%	15,130,128.82	0.99%
10-Extraction and agglomeration of anthracite	2	0.01%	10,205.80	0.00%
11-Extraction of crude oil and natural gas	2	0.01%	572,340.63	0.04%
13- Mining of iron minerals	2	0.01%	160,696.47	0.01%
14-Mining of non-metallic minerals	57	0.19%	5,184,095.49	0.34%
15-Food products industry	334	1.10%	27,841,835.42	1.82%
16-Tobacco industry	2	0.01%	50,977.17	0.00%
17-Textile manufacturing	154	0.51%	7,325,977.84	0.48%
18-Apparel industry	83	0.27%	6,676,694.25	0.44%
19-Preparation and finishing of leather	60	0.20%	3,810,746.24	0.25%
20-Wood and cork industry	345	1.13%	20,025,805.25	1.31%
21-Paper industry	26	0.09%	3,250,633.96	0.21%
22-Publication, graphic arts and reproduction	313	1.03%	23,780,419.52	1.56%
24-Chemical industry	67	0.22%	5,583,095.44	0.37%
25-Manufacture of rubber products	103	0.34%	12,193,520.65	0.80%
26-Manufacturing of other mineral products	162	0.53%	8,998,609.97	0.59%
27-Metallurgy	100	0.33%	7,216,784.16	0.47%
28-Manufacture of metal products except machinery and plant	408	1.34%	28,755,516.34	1.88%
29-Machine-building industry	99	0.33%	8,032,267.01	0.53%
30-Office machinery production	7	0.02%	548,951.62	0.04%
31-Machinery manufacturing	43	0.14%	3,397,191.18	0.22%
32-Electronic material manufacturing	10	0.03%	260,370.52	0.02%
33-Manufacture of equipment and instruments	8	0.03%	780,241.65	0.05%
34-Manufacturing motor vehicles	10	0.03%	1,228,419.34	0.08%
35-Manufacturing other transport material	18	0.06%	2,911,943.36	0.19%
36-Manufacture of furniture. Other industries	273	0.90%	16,164,683.14	1.06%
37-Recycling	24	0.08%	1,362,151.94	0.09%
40-Energy production and distribution	227	0.75%	31,372,230.21	2.05%
41-Water intake, purification and distribution	16	0.05%	793,265.57	0.05%
45-Construction	3,662	12.02%	151,465,800.69	9.91%
50-Sale and maintenance of vehicles	915	3.00%	53,563,990.65	3.51%
51-Wholesale trade	2,123	6.97%	133,068,839.16	8.71%
52-Retail trade	5,762	18.92%	202,002,399.41	13.22%
55-Hostelry	3,128	10.27%	184,478,569.50	12.08%
60-Terrestrial transport; pipelines	1,706	5.60%	46,759,988.03	3.06%
61-Sea and coastal transportation	18	0.06%	4,645,787.07	0.30%
62-Air and space transport	9	0.03%	1,880,270.58	0.12%
63-Activities related to transport	266	0.87%	17,033,092.08	1.11%
64-Postal services and telecommunications	235	0.77%	5,565,062.41	0.36%
66-Insurance and pension schemes	15	0.05%	276,447.27	0.02%
70-Real estate activities	646	2.12%	71,625,407.26	4.69%
71-Machinery and equipment rentals	108	0.35%	7,315,220.12	0.48%
72-IT activities	284	0.93%	10,200,701.39	0.67%
73-Research and development	28	0.09%	626,460.62	0.04%
74-Other business activities	2,949	9.68%	161,131,032.54	10.55%
75-Public administration, defence and security	2	0.01%	1,709,701.60	0.11%
80-Education	441	1.45%	20,496,778.18	1.34%
85-Medical and veterinary activities	1,173	3.85%	59,515,010.95	3.90%
90-Activities in public sanitation	60	0.20%	2,226,349.41	0.15%
91-Associative activities	28	0.09%	946,895.90	0.06%
92-Cultural and recreational activities	438	1.44%	23,833,044.04	1.56%
93-Various activities in personal services	776	2.55%	23,784,508.82	1.56%
95-Homes that employ domestic help	18	0.06%	607,552.25	0.04%
99-Organismos extraterritoriales	18	0.06%	322,800.11	0.02%
Portfolio Total	30,456	100.00%	1,527,747,308.17	100.00%

At the Formation Date of the Fund, no Obligor industry (classification according to the CNAE) will have an Outstanding Balance of more than 25% of the Initial Balance.

b) Information on the outstanding principal of the selected loans

The following table shows the breakdown of the outstanding balance of the selected loans at intervals of 50,000 euros, as well as the average, minimum and maximum values per Obligor.

Operations Portfolio at 22.10.08					
Classification by Intervals of Outstanding Principal					
Intervals of Principal		Operations		Outstanding Principal	
Euros		Number	%	Amount	%
0.00	49,999.99	23,595	77.47%	341,568,332.02	22.36%
50,000.00	99,999.99	2,894	9.50%	207,129,212.38	13.56%
100,000.00	149,999.99	1,538	5.05%	189,106,945.64	12.38%
150,000.00	199,999.99	855	2.81%	148,041,188.21	9.69%
200,000.00	249,999.99	491	1.61%	109,099,178.65	7.14%
250,000.00	299,999.99	301	0.99%	81,724,018.40	5.35%
300,000.00	349,999.99	205	0.67%	66,262,385.59	4.34%
350,000.00	399,999.99	103	0.34%	38,358,493.65	2.51%
400,000.00	449,999.99	100	0.33%	42,343,202.86	2.77%
450,000.00	499,999.99	86	0.28%	40,685,628.28	2.66%
500,000.00	549,999.99	51	0.17%	26,573,039.22	1.74%
550,000.00	599,999.99	34	0.11%	19,427,544.72	1.27%
600,000.00	649,999.99	28	0.09%	17,575,871.30	1.15%
650,000.00	699,999.99	18	0.06%	12,174,319.47	0.80%
700,000.00	749,999.99	9	0.03%	6,463,963.71	0.42%
750,000.00	799,999.99	26	0.09%	20,161,526.88	1.32%
800,000.00	849,999.99	9	0.03%	7,447,148.07	0.49%
850,000.00	899,999.99	10	0.03%	8,732,664.40	0.57%
900,000.00	949,999.99	11	0.04%	10,101,326.53	0.66%
950,000.00	999,999.99	4	0.01%	3,920,449.96	0.26%
1,000,000.00	1,049,999.99	16	0.05%	16,418,367.59	1.07%
1,050,000.00	1,099,999.99	8	0.03%	8,662,290.68	0.57%
1,100,000.00	1,149,999.99	4	0.01%	4,504,198.83	0.29%
1,150,000.00	1,199,999.99	8	0.03%	9,433,503.43	0.62%
1,200,000.00	1,249,999.99	6	0.02%	7,357,152.94	0.48%
1,250,000.00	1,299,999.99	6	0.02%	7,677,493.25	0.50%
1,300,000.00	1,349,999.99	5	0.02%	6,569,964.02	0.43%
1,350,000.00	1,399,999.99	4	0.01%	5,521,983.98	0.36%
1,400,000.00	1,449,999.99	3	0.01%	4,226,146.16	0.28%
1,450,000.00	1,499,999.99	1	0.00%	1,469,209.75	0.10%
1,500,000.00	1,549,999.99	3	0.01%	4,530,944.19	0.30%
1,600,000.00	1,649,999.99	3	0.01%	4,855,610.08	0.32%
1,650,000.00	1,699,999.99	1	0.00%	1,669,347.38	0.11%
1,750,000.00	1,799,999.99	2	0.01%	3,540,889.30	0.23%
1,850,000.00	1,899,999.99	3	0.01%	5,638,150.60	0.37%
1,950,000.00	1,999,999.99	1	0.00%	1,981,126.49	0.13%
2,000,000.00	2,049,999.99	1	0.00%	2,000,000.00	0.13%
2,100,000.00	2,149,999.99	1	0.00%	2,100,819.44	0.14%
2,150,000.00	2,199,999.99	1	0.00%	2,175,000.00	0.14%
2,200,000.00	2,249,999.99	1	0.00%	2,242,283.60	0.15%
2,250,000.00	2,299,999.99	1	0.00%	2,250,000.00	0.15%
2,350,000.00	2,399,999.99	1	0.00%	2,353,000.00	0.15%
2,500,000.00	2,549,999.99	1	0.00%	2,540,342.09	0.17%
2,550,000.00	2,599,999.99	1	0.00%	2,560,354.55	0.17%
2,600,000.00	2,649,999.99	1	0.00%	2,637,871.18	0.17%

2,800,000.00	2,849,999.99	2	0.01%	5,664,496.32	0.37%
3,000,000.00	3,049,999.99	1	0.00%	3,020,000.00	0.20%
3,250,000.00	3,299,999.99	1	0.00%	3,266,717.70	0.21%
3,950,000.00	3,999,999.99	1	0.00%	3,983,604.68	0.26%
Portfolio Total		30,456	100.00%	1,527,747,308.17	100.00%
Average Outstanding Principal:				50,162.44	
Maximum Outstanding Principal:				3,983,604.68	
Minimum Outstanding Principal:				127.33	

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 as well as the average, minimum and maximum values.

Operations Portfolio at 22.10.08					
Classification by Nominal Interest					
Interest		Operations		Outstanding Principal	
interval (%)		Number	%	Amount	%
2	2.49	4	0.01%	32,818.51	0.00%
2.5	2.99	11	0.04%	225,450.45	0.01%
3	3.49	520	1.71%	5,966,101.82	0.39%
3.5	3.99	159	0.52%	4,224,175.33	0.28%
4	4.49	355	1.17%	8,414,227.36	0.55%
4.5	4.99	1,431	4.70%	32,566,198.49	2.13%
5	5.49	4,018	13.19%	244,153,029.98	15.98%
5.5	5.99	6,996	22.97%	572,149,353.25	37.45%
6	6.49	6,470	21.24%	418,456,590.83	27.39%
6.5	6.99	4,713	15.47%	150,812,683.94	9.87%
7	7.49	3,338	10.96%	57,644,674.05	3.77%
7.5	7.99	1,359	4.46%	20,029,475.55	1.31%
8	8.49	777	2.55%	9,862,920.67	0.65%
8.5	8.99	193	0.63%	2,046,490.11	0.13%
9	9.49	87	0.29%	897,300.02	0.06%
9.5	10	25	0.08%	265,817.81	0.02%
Portfolio Total		30,456	100.00%	1,527,747,308.17	100.00%
Weighted Average Interest:				5.964%	
Maximum Interest:				10.000%	
Minimum Interest:				2.000%	

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

The following table shows the maximum interest rates applicable to the selected loans.

Operations Portfolio at 22.10.08					
Classification by Applicable Maximum Nominal Interest Rate					
Interest interval (%)		Operations		Outstanding Principal	
		Number	%	Amount	%
6.5	6.99	5	0,02%	414,777.00	0.03%
7.5	7.99	16	0,05%	1,643,958.54	0.11%
8	8.49	15	0,05%	1,561,116.11	0.10%
8.5	8.99	35	0,11%	3,216,233.10	0.21%
9	9.49	145	0,48%	13,541,237.47	0.89%
9.5	9.99	3	0,01%	391,651.24	0.03%
10	10.49	9	0,03%	900,083.64	0.06%
10.5	10.99	5	0,02%	749,360.16	0.05%
11	11.49	4	0,01%	505,565.40	0.03%
No maximum rate		30,219	99.22%	1,504,823,325.51	98.50%
Portfolio Total		30,456	100.00%	1,527,747,308.17	100.00%

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 selected loans range between 2.5% and 4.49%.

Operations Portfolio at 22.10.08					
Classification by Applicable Minimum Nominal Interest Rate					
Interest		Operations		Outstanding Principal	
interval (%)		Number	%	Amount	%
2.5	2.99	2	0.01%	4,957.30	0.00%
3	3.49	15	0.05%	1,907,109.14	0.12%
3.5	3.99	220	0.72%	21,011,916.22	1.38%
4	4.49	3	0.01%	1,670,910.79	0.11%
Sin Tipo Mínimo		30,216	99.21%	1,503,152,414.72	98.39%
Portfolio Total		30,456	100.00%	1,527,747,308.17	100.00%

f) **Information on geographic distribution by province**

The following chart shows the distribution of the Loans by the Province where the obligor companies are registered.

Operations Portfolio at 22.10.08				
Geographical Classification by Region				
Province	Operations		Outstanding Principal	
	Number	%	Amount	%
MADRID	5,418	17.79%	371,058,107.62	24.29%
BALEARIC ISLANDS	2,035	6.68%	120,358,213.64	7.88%
VALENCIA	2,566	8.43%	106,661,156.99	6.98%
MURCIA	1,355	4.45%	70,413,192.98	4.61%
SEVILLA	1,380	4.53%	63,687,434.82	4.17%
ALICANTE	1,722	5.65%	57,275,227.00	3.75%
LAS PALMAS	670	2.20%	53,974,107.97	3.53%
VIZCAYA	762	2.50%	46,641,646.98	3.05%
TENERIFE	724	2.38%	44,175,394.46	2.89%
PONTEVEDRA	795	2.61%	38,232,552.27	2.50%
ZARAGOZA	1,064	3.49%	37,183,591.67	2.43%
TOLEDO	633	2.08%	35,819,536.21	2.34%
LA CORUÑA	702	2.30%	31,609,934.48	2.07%
CADIZ	586	1.92%	28,318,789.31	1.85%
CORDOBA	892	2.93%	27,699,767.68	1.81%
BADAJOS	419	1.38%	23,448,851.96	1.53%
MÁLAGA	450	1.48%	21,074,401.14	1.38%
VALLADOLID	275	0.90%	20,979,576.45	1.37%
NAVARRA	453	1.49%	20,969,789.85	1.37%
CASTELLON	501	1.64%	20,729,331.13	1.36%
LEON	371	1.22%	18,276,418.28	1.20%
GUIPUZCOA	389	1.28%	17,680,034.84	1.16%
GRANADA	676	2.22%	16,973,304.32	1.11%
ASTURIAS	577	1.89%	16,821,667.73	1.10%
ALBACETE	302	0.99%	16,731,420.64	1.10%
CACERES	229	0.75%	15,856,068.70	1.04%
CIUDAD REAL	302	0.99%	15,608,700.81	1.02%
HUELVA	316	1.04%	13,914,830.53	0.91%
JAEN	606	1.99%	13,661,370.12	0.89%
SANTANDER	519	1.70%	13,187,738.25	0.86%
HUESCA	392	1.29%	13,065,332.15	0.86%
LA RIOJA	310	1.02%	12,016,081.90	0.79%
ALAVA	182	0.60%	11,997,275.87	0.79%
BURGOS	187	0.61%	10,138,553.87	0.66%
ALMERIA	249	0.82%	9,791,431.03	0.64%
PALENCIA	190	0.62%	9,475,097.30	0.62%
AVILA	141	0.46%	9,375,073.13	0.61%
SALAMANCA	170	0.56%	8,962,834.68	0.59%
LUGO	265	0.87%	8,446,725.68	0.55%
GUADALAJARA	129	0.42%	6,842,747.13	0.45%
ORENSE	127	0.42%	5,827,781.50	0.38%
ZAMORA	73	0.24%	5,584,720.16	0.37%
TERUEL	110	0.36%	4,696,788.80	0.31%
SEGOVIA	89	0.29%	4,326,825.07	0.28%
SORIA	62	0.20%	3,511,337.84	0.23%
CUENCA	46	0.15%	2,975,810.55	0.19%
CEUTA	39	0.13%	1,562,579.93	0.10%
MELILLA	6	0.02%	128,152.75	0.01%
Portfolio Total	30,456	100.00%	1,527,747,308.17	100.00%

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

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

Operations Portfolio at 22.10.08		
Classification by Obligor		
Obligor	Outstanding Principal	
	Amount	%
Obligor 1	4,984,300.72	0.33%
Obligor 2	4,353,000.00	0.28%
Obligor 3	3,983,604.68	0.26%
Obligor 4	3,266,717.70	0.21%
Obligor 5	3,140,000.00	0.21%
Obligor 6	3,020,000.00	0.20%
Obligor 7	2,833,333.33	0.19%
Obligor 8	2,637,871.18	0.17%
Obligor 9	2,560,354.55	0.17%
Obligor 10	2,540,342.09	0.17%
Total	33,319,524.25	2.18%

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 22.10.08				
Classification by reference index of the Interest Rate				
Reference Index	Operations		Outstanding Principal	
	Number	%	Amount	%
EURIBOR OFICIAL	14,719	48.33%	1,231,453,670.99	80.61%
FIXED RATE	13,996	45.95%	222,351,228.30	14.55%
I.R.P.H. CAJAS	1,640	5.38%	68,690,663.94	4.50%
MIBOR (IND.OFIC)	79	0.26%	5,000,243.33	0.33%
I.R.M.H. INDICE REF. MERC. HIPOT.	22	0.07%	251,501.61	0.02%
Portfolio Total	30,456	100.00%	1,527,747,308.17	100.00%

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

The following table shows the distribution of the loans according to the Formalisation Date.

Operations Portfolio at 22.10.08					
Classification by age of the formalisation date					
Interval		Operations		Outstanding Principal	
Formalisation date		Number	%	Amount	%
01/07/1990	31/12/1990	1	0,00%	5,043.62	0.00%
01/01/1991	30/06/1991	1	0,00%	22,651.99	0.00%
01/07/1991	31/12/1991	1	0,00%	13,303.00	0.00%
01/07/1992	31/12/1992	2	0,01%	57,020.04	0.00%
01/01/1994	30/06/1994	6	0,02%	56,385.06	0.00%
01/07/1994	31/12/1994	8	0,03%	132,301.62	0.01%
01/01/1995	30/06/1995	5	0,02%	123,131.66	0.01%
01/07/1995	31/12/1995	7	0,02%	223,937.27	0.01%
01/01/1996	30/06/1996	6	0,02%	173,051.79	0.01%
01/07/1996	31/12/1996	8	0,03%	225,133.82	0.01%
01/01/1997	30/06/1997	9	0,03%	215,757.67	0.01%
01/07/1997	31/12/1997	16	0,05%	867,309.86	0.06%
01/01/1998	30/06/1998	24	0,08%	1,078,743.98	0.07%
01/07/1998	31/12/1998	22	0,07%	866,213.33	0.06%
01/01/1999	30/06/1999	33	0,11%	1,846,038.81	0.12%
01/07/1999	31/12/1999	55	0,18%	2,258,133.20	0.15%
01/01/2000	30/06/2000	82	0,27%	5,008,726.93	0.33%
01/07/2000	31/12/2000	66	0,22%	5,736,203.61	0.38%
01/01/2001	30/06/2001	113	0,37%	7,076,034.94	0.46%
01/07/2001	31/12/2001	149	0,49%	11,974,741.13	0.78%
01/01/2002	30/06/2002	260	0,85%	16,600,961.78	1.09%
01/07/2002	31/12/2002	253	0,83%	19,795,996.83	1.30%
01/01/2003	30/06/2003	364	1,20%	31,971,332.14	2.09%
01/07/2003	31/12/2003	697	2,29%	40,674,735.10	2.66%
01/01/2004	30/06/2004	1,177	3,86%	73,188,135.50	4.79%
01/07/2004	31/12/2004	2,367	7,77%	90,145,410.25	5.90%
01/01/2005	30/06/2005	3,311	10,87%	142,283,257.59	9.31%
01/07/2005	31/12/2005	3,698	12,14%	144,293,245.47	9.44%
01/01/2006	30/06/2006	5,076	16,67%	277,157,365.71	18.14%
01/07/2006	31/12/2006	5,792	19,02%	289,383,731.44	18.94%
01/01/2007	30/06/2007	6,697	21,99%	350,228,700.19	22.92%
01/07/2007	31/12/2007	92	0,30%	9,364,584.27	0.61%
01/01/2008	30/06/2008	58	0,19%	4,699,988.57	0.31%
Portfolio Total		30,456	100.00%	1,527,747,308.17	100.00%
Seasoning:				2.89 years	
Maximum Age:				16/11/1990	
Minimum Age:				26/06/2008	

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

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

Operations Portfolio at 22.10.08				
Classification by Final Amortisation Date				
Maturity Date	Operations		Outstanding Principal	
	Number	%	Amount	%
2009	2,371	7.79%	16,612,433.16	1.09%
2010	6,368	20.91%	77,076,432.89	5.05%
2011	6,321	20.75%	116,467,045.26	7.62%
2012	4,895	16.07%	130,970,878.20	8.57%
2013	2,260	7.42%	83,178,530.35	5.44%
2014	1,196	3.93%	73,185,782.04	4.79%
2015	809	2.66%	69,767,128.58	4.57%
2016	930	3.05%	107,586,943.01	7.04%
2017	1,136	3.73%	128,338,880.87	8.40%
2018	621	2.04%	87,279,262.17	5.71%
2019	456	1.50%	79,777,584.46	5.22%
2020	384	1.26%	71,318,162.60	4.67%
2021	783	2.57%	140,123,940.89	9.17%
2022	753	2.47%	135,537,654.02	8.87%
2023	76	0.25%	13,484,449.51	0.88%
2024	68	0.22%	20,721,595.46	1.36%
2025	118	0.39%	23,192,623.86	1.52%
2026	206	0.68%	46,245,055.45	3.03%
2027	121	0.40%	24,170,001.69	1.58%
2028	31	0.10%	3,858,974.71	0.25%
2029	58	0.19%	7,486,697.21	0.49%
2030	51	0.17%	6,057,033.26	0.40%
2031	77	0.25%	11,195,888.54	0.73%
2032	54	0.18%	7,399,943.85	0.48%
2033	17	0.06%	3,083,706.71	0.20%
2034	32	0.11%	4,966,321.83	0.33%
2035	45	0.15%	8,188,635.73	0.54%
2036	142	0.47%	18,314,740.62	1.20%
2037	61	0.20%	9,448,824.69	0.62%
2038	9	0.03%	1,175,984.24	0.08%
2039	2	0.01%	224,328.00	0.01%
2040	1	0.00%	265,000.00	0.02%
2042	1	0.00%	749,999.96	0.05%
2046	2	0.01%	255,286.66	0.02%
2047	1	0.00%	41,557.69	0.00%
Portfolio Total	30,456	100.00%	1,527,747,308.17	100.00%
Weighted average maturity			9.47 years	
Maximum maturity date:			01/03/2047	
Minimum maturity date:			31/07/2009	

k) **Distribution by guarantee type**

The following table shows the distribution according to the type of guarantee that underwrites same.

Operations Portfolio at 22.10.08				
Classification by Type of Guarantee				
Type of Guarantee	Operations		Outstanding Principal	
	Number	%	Amount	%
MORTGAGE	6,928	22.75%	943,890,570.65	61.78%
OTHER REAL GUARANTEES	1	0.00%	2,930.32	0.00%
THIRD-PARTY GUARANTEES	902	2.96%	76,797,219.47	5.03%
MONEY DEPOSITS	229	0.75%	10,958,058.42	0.72%
CERTIFICATIONS AND EFFECTS	7	0.02%	1,684,334.64	0.11%
OTHER PERSONAL GUARANTEES	22,389	73.51%	494,414,194.67	32.36%
Portfolio Total	30,456	100.00%	1,527,747,308.17	100.00%

The following table shows the breakdown of the selected Loans according to the typology of the mortgage guarantee.

Operations Portfolio at 22.10.08				
Classification by Type of Mortgage Guarantee				
Guarantee Typology	Operations		Outstanding Principal	
Mortgage	Number	%	Amount	%
BUSINESS PREMISES	2,575	37.17%	288,736,592.00	30.59%
INDUSTRIAL PREMISES	1,433	20.68%	287,635,282.03	30.47%
FLAT-DWELLING	1,805	26.05%	218,354,659.84	23.13%
PRIVATE OFFICE	294	4.24%	37,489,159.98	3.97%
COUNTRY PROPERTY	159	2.30%	31,256,329.23	3.31%
HOTEL	63	0.91%	25,660,753.77	2.72%
OTHER MORTGAGE GUARANTEES	419	6.05%	21,629,605.61	2.29%
OFFICE IN BUILDING WITH DWELLINGS	122	1.76%	16,900,511.93	1.79%
UNDIVIDED APARTMENT BLOCKS OR OFFICES (NOT PROMOTIONS)	58	0.84%	16,227,676.26	1.72%
Portfolio Total	6,928	100.00%	943,890,570.65	100.00%

1) Indication of the existence of late payments of the principal or interest on the Loans and, if so, amount of the current principal of the loans more than 30 , 60 and 90 days in arrears.

The following table shows the number of Loans, the outstanding principal not yet due and the due and unpaid principal of those selected loans which, on 22.10.08, had some delay in the payment of the due and payable amounts.

Operations Portfolio at 22.10.08					
Late Payments of Instalments Due					
Day Interval	Operations		Outstanding Principal due		Principal Vencido Impagado
	Number	%	Amount	%	Amount %
Up to date with payment	29,095	95.53%	1,466,310,653.74	95.98%	0.00 0.00%
Lower than 30 days	1,361	4.47%	61,436,654.43	4.02%	732,880.47 0.05%
Lower than 60 days	0	0.00%	0.00	0.00%	0.00 0.00%
Lower than 90 days	0	0.00%	0.00	0.00%	0.00 0.00%
Portfolio Total	30,456	100.00%	1,527,747,308.17	100.00%	732,880.47 0.05%

All the selected Loans will be current in payment as of the Fund Formation Date.

m) Information regarding the payment frequency of principal for the selected loans

The following table shows the breakdown of the selected loans according to the payment frequency of their principal.

Operations Portfolio at 22.10.08				
Classification by Periodicity of Billing of Capital and Interest				
Billing Period	Operations		Outstanding Principal	
	Number	%	Amount	%
Monthly	28,453	93.42%	1,378,378,206.34	90.22%
Quarterly	588	1.93%	65,331,691.01	4.28%
Annual	1,141	3.75%	59,041,141.71	3.86%
Six-monthly	274	0.90%	24,996,269.11	1.64%
Portfolio Total	30,456	100.00%	1,527,747,308.17	100.00%

n) Distribution by grace period of principal

The following table shows the operations that may have a grace period for principal.

Operations Portfolio at 22.10.08				
Classification by grace period for capital				
	Operations		Outstanding Principal	
	Number	%	Amount	%
WITHOUT NO GRACE PERIOD FOR CAPITAL	30,262	99.36%	1,527,747,308.17	97.16%
GRACE PERIOD FOR CAPITAL	194	0.64%	44,663,688.57	2.84%
Portfolio Total	30,456	100.00%	1,572,410,996.74	100.00%

The aim of offering the obligors a grace period is to offer customers a temporary reduction in their instalments, paying only interest, in order to confront immediate situations, but never to postpone their entering into arrears. The maximum grace period is normally 32 months.

o) Information on the rank of the mortgage guarantees

The following table shows the operations by the rank of the mortgage guarantee.

Operations Portfolio at 22.10.08				
Classification by Rank of the Mortgage Guarantees				
	Operations		Outstanding Principal	
	Number	%	Amount	%
First Rank	6,468	93.36%	900,472,549.83	95.40%
Second Rank	460	6.64%	43,418,020.82	4.60%
Portfolio Total	6,928	100.00%	943,890,570.65	100.00%

2.2.3 Legal nature of the assets

The assets are composed of loans, all of which are formalised through the granting of the corresponding deed or public contract.

The non-mortgage loans will be grouped in the balance of the Fund's assets by direct assignment in the Fund Formation Deed, without issuing any negotiable securities whatsoever by the Assignor or their acquisition by the Fund, represented by the Fund Manager, in accordance with the provisions of the Civil Code and the Commercial Code. On the other hand, the mortgage loans will be pooled together by means of the Assignor issuing the Mortgage Transfer Certificates and the Fund, represented by the Fund Manager, subscribing them pursuant to the terms of the Fifth Additional Provision of Law 3/1994 in the wording contained in Law 41/2002, Law 2/1981 and Royal Decree 685/1982, all as provided for in part 3.3 of this Supplemental Addendum.

Section 2.2.2.k) above contains a table that shows the breakdown of the selected Loans by the ancillary guarantees attached to each one.

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 date of maturity of the selected Loans is between 31 July 2009 and 01 March 2047. 01 September 2050 coincides with the Legal Final Maturity of the Fund.

Section 2.2.2.j) above contains a table that shows the breakdown of the selected Loans according to the date of maturity of each loan.

2.2.5 Value of the Assets:

The Fund's assets will consist of Non-Mortgage Loans and the Mortgage Transfer Certificates assigned and issued, respectively, by "la Caixa", and selected from among those comprising the audited portfolio, up to the amount that is equal to or as close as possible, by default, to one billion, one hundred million (1,100,000,000) euros.

The portfolio of selected Loans from which the Loans to be assigned to the Fund on the Formation Date will be extracted consists of 30,456 loans, with an outstanding principal as of 22 October 2008 of 1,527,747,308.17 euros and a due and unpaid principal amount of 732,880.47 euros.

For assignment to the Fund upon formation, “la Caixa” shall choose from among the selected Loans (i) those Loans that are up to date on payments and ii) Loans by the Outstanding Balance of each Obligor, until reaching a total principal or capital equal or as close as possible to one billion, one hundred million (1,100,000,000) euros.

Section 2.2.2.b) above contains a table with the breakdown of the selected Loans according to the outstanding balance of each.

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

As of 22 October 2008, there are 6,928 selected loans with mortgage guarantees for an outstanding balance of 943,890,570.65 euros.

The ratio, expressed as a percentage, between the amount of the outstanding principal as of 22 October 08 and the appraised value of the properties guaranteed by the selected mortgage loans was between 0.96% and 99.60% with a weighted average of outstanding principal for each Mortgage Loan of 46.74%. The following table includes both loans with a first-rank mortgage guarantee as well as loans backed by a second-rank mortgage guarantee.

Operations Portfolio at 22.10.08							
Classification by Loan Balance/Appraisal Value ratio							
Interval of Ratio		Operations		Outstanding Principal		Appraisal Value	
		Number	%	Amount	%	Amount	%
0%	9.99%	375	5.41%	14,695,695.20	1.56%	220,832,163.33	8.67%
10%	19.99%	807	11.65%	56,194,967.61	5.95%	368,966,800.88	14.49%
20%	29.99%	979	14.13%	94,140,669.05	9.97%	377,392,162.19	14.82%
30%	39.99%	1,200	17.32%	150,878,158.87	15.98%	429,568,867.73	16.87%
40%	49.99%	1,242	17.93%	194,945,875.14	20.65%	433,804,893.54	17.04%
50%	59.99%	1,147	16.56%	209,011,112.34	22.14%	381,340,339.09	14.98%
60%	69.99%	881	12.72%	171,644,253.60	18.18%	264,972,205.18	10.41%
70%	79.99%	264	3.81%	45,189,757.10	4.79%	60,933,559.59	2.39%
80%	89.99%	20	0.29%	4,777,849.42	0.51%	5,696,301.23	0.22%
90%	100.00%	13	0.19%	2,412,232.32	0.26%	2,530,642.74	0.10%
>100%		0	0.00%	0.00	0.00%	0.00	0.00%
Portfolio Total		6,928	100.00%	943,890,570.65	100.00%	2,546,037,935.50	100.00%
Weighted average:						46.74%	
Minimum:						0.96%	
Maximum:						99.60%	

With regard to the relationship between the outstanding balance on the mortgage loan and the appraised value of the mortgaged property (LTV or “loan to value”), we have only taken into account the outstanding balance of the selected mortgage loan for second-rank or later mortgage loans, meaning that for said mortgage loans, the LTV could be greater than that what is shown in this section.

2.2.7 Asset Creation Method

The Loans selected for assignment to the Fund were assigned by the Assignor following its habitual procedure for analysing and assessing the credit risk. The procedures used by “la Caixa” are described below:

1. Information

- Balance sheets and profit and loss accounts for the last two or three financial years (annual accounts filed with the Companies Register and Auditor’s Report, where applicable, or Corporate Income Tax Return).
- Balance sheet and profit and loss accounts for the financial year in progress
- Social security payments for the last three months
- VAT payments for the financial year in progress and annual summary for the previous year
- Personal income tax payments for the financial year in progress and annual summary for the previous year
- Annual Declaration of operations (form 347) of the last financial year.
- List of properties owned by the company
- Provisional financial statements (in the case of long-term operations)
- Documentation justifying the purpose (whenever required: quotations, pro forma invoices, etc.).
- Authorisation to request information from the Bank of Spain Risk Information Centre, (CIRBE).

In those cases where additional personal guarantees are required (co-signers), each one of the persons involved is asked for the following (if they are physical persons):

- Declaration of property
- Personal income tax return for the last financial year
- Statement of Assets for the last financial year

- Authorisation to request information from CIRBE

In addition to the documentation requested from the client, the branches of “la Caixa” have access to online consultation of different databases, including:

- Commercial reports (Dun & Bradstreet and Informa)
- Business Register (company record and legal representatives)
- Sectorial reports (DBK)
- Judicial information
- Information on defaults (R.A.I., ASNEF and BADEXCUG).
- CIRBE (for clients who already have operations in progress)
- C.I.M. (internal non-payment database)
- Client record: asset and liability balances, products contracted by the client, use of lines, operating profile, upcoming due dates....
- Company portal (in Intranet – provides business tracking information)
- Property Register

For operations involving mortgage guarantees, the property is appraised by an appraisal firm approved by “la Caixa” and authorised by the Bank of Spain.

2. Risk Proposal

The company-risk proposal contains the most relevant data on the applicant and the requested operation.

The risk proposal has attached to it a report prepared by the proposing office, or where appropriate, by investment analysts of the territorial organisation, with a standard format, in which it is envisaged to consider, among other aspects, the result of each variable that intervenes in determining the credit receiver’s rating.

3. Risk authorisation authority

The faculty delegation system established by “la Caixa” for the authorisation of asset operations rests on two points: Risk and Rate.

Each employee of the territorial organisation with responsibilities has risk and rate levels assigned on the “la Caixa” computer system in accordance with their position. Exceptionally, the General / Territorial Directors can confer greater than usual authority to lower level employees based on their personal circumstances and their knowledge of the risks.

3.1 Risk Level

The risk level is determined by an application based on the following aspects:

- Product requested and amount
- Rating of the applicant company
- Type of guarantee
- The client’s other current risks with “la Caixa”
- Coverage of the guarantee in the case of mortgages or pledges
- Period of the operation
- Alerts and policies based on the holders’ rating and on the type of risk requested.

The approval hierarchy is as follows:

- Director and Assistant Director of branch office.
- Director of Business Area and Risk Delegate.
- General Delegate.
- Territory Director
- Territorial Committees
- Credit Committee
- Board of Directors

3.2 Rate level

The system determines a level for each one of the operation's rate conditions (interest rate, commissions, differentials, etc.) The highest of all these constitutes the application's rate level.

In order for the operation to be approved it must be signed by two proxies jointly, at least one of whom must have sufficient authority to cover both the risk level and the rate level of the application to be approved.

4. Decision-making support systems: Internal rating

4.1 Rating

The steps to determine the rating of a company are as follows:

1. Assessment of the company and assignment of a score. Three types of information are considered:

- Quantitative factors: financial statements (information available on balance sheets and income statements).
- Operating factors: banking and credit information on the client company and its relations with both the "la Caixa" and the rest of the banks in the Spanish financial system (CIRBE).
- Qualitative factors: based on the characteristics of the company and its position in the sector.

Each one of these factors carries a certain number of points. The sum determines the company's final score.

2. Obtaining alert variables. For each type of information (financial, operative and qualitative), alarms have been defined to act as score correctors.

3. Assessing alert variables. The existence of a warning can cause the rating to be invalidated. The analyst responsible for the rating should evaluate the reasons why a warning was generated and its possible justification.

4.2 Rating Models

The Rating Models for SMEs developed by "la Caixa are as follows, depending on the size of the company:

- Micro company
- Small company
- Medium company

4.3 Master Scale

The anticipated default rate is measured on a master scale that allows a default probability to be assigned to each client. The scale is the same for the entire organisation. The master scale is composed of a series of values or levels, each one of which is associated with a default probability (EDF or expected default frequency).

4.4 Rating Factors

- Quantitative factors:
 - Sector of business activity
 - Shareholders' Equity
 - Total Liabilities
 - Total Assets
 - Current Assets
 - Profit before taxes
 - Extraordinary profit(loss)
 - Net sales
 - Age of the company
 - Financial expenses and similar
 - Operating income
- Operating factors:
 - Total average liability balance for the last 6 months
 - Sum of unpaid and claimed papers
 - Sum of matured and claimed papers
 - Average use of CIRBE for products without real guarantee
 - 100% CIRBE real guarantee granted
 - Tangible fixed assets
 - CIRBE drawn down
- Qualitative factors:
 - Existences of new generations involved with management

- The dependence of the company's business with respect to its clients
- The years of service of the company's manager
- Ownership regime of the company's property
- Approximately collection term
- Existence of periodic financial reports
- Audit of financial statements
- Existence of a financial director
- Age of the company's manager

An estimated default frequency (EDF) is then assigned to each company based on its final score.

2.2.8 Representations of the Issuer in relation to the assets

The Fund Manager has obtained declarations and guarantees from the Assignor regarding the characteristics of the Assignor, the Loans and the Mortgage Transfer Certificates. These are described in this section and shall be ratified in the Deed of Formation on the Fund Formation Date.

Regarding the Assignor

- 1) That it is an entity duly formed in accordance with applicable law, registered in the Companies Register and the Bank of Spain's Register of Credit Entities and is authorised to grant financing to SMEs and to operate in the mortgage market.
- 2) That it is not and has not been, either on the Fund Incorporation Date or anytime thereafter, in a situation of insolvency which could lead to bankruptcy proceedings.
- 3) That it has obtained all necessary authorisations, both administrative and corporate, including, where applicable, authorisations from the third parties who could be affected by the assignment of the Loans to the Fund, and to issue the Mortgage Transfer Certificates, and for the valid execution of the Deed for Formation, of the commitments assumed therein and the rest of the contracts related to the formation of the Fund.
- 4) That it has the audited annual accounts for the last three financial years ending 31 December 2005, 31 December 2006 and 31 December 2007, with a favourable opinion from the auditors. These annual accounts and audit reports have been filed with the CNMV and the Companies Register.
- 5) That, on 03 November 2008, a Framework Agreement for collaboration was signed with the Ministry of Industry, Tourism and Commerce in accordance with Annex II of Order PRE/3/2007, dated 10 January 2007.

Regarding the loans

On the Fund Formation Date the Loan shall comply with the following conditions:

- 1) That all the Loans are duly documented and they are formalised, either through a public deed or a contract intervened by a public notary, and that “la Caixa” 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 is 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, which are included as an appendix to the Fund’s Deed of Formation, correctly reflect the present situation, as included in the public deeds or public contracts that document the Loans and in the data files of the corresponding Loans, and that this data is 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 when granting of the Loans included in the portfolio.
- 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 their concession, 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 for 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 Obligor 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 loan against the Assignor, is in a position to oppose offsetting.
- 13) That none of the Obligor can raise any objection whatsoever to the Assignor against the payment of any Loan amount.
- 14) That the respective public deeds or public contracts that document the Loan agreements do not contain any clauses which impede the assignment of the Loans or which require special authorisation to do so, with the exception of those duly obtained prior to the Fund's Formation Date. Moreover, all of the requirements for assignment established in the public deeds or public contracts that document the Loan, where applicable, agreements have been met.
- 15) That all the Loans will be current in payment as of the Fund Formation Date.
- 16) That on the Fund's Formation Date, the Mortgage loans will account for approximately 61% of all Loans pooled in the Fund and the Non-mortgage Loans will account for the remaining 39%.
- 17) That at the Fund Formation Date no notification has been received of the early amortisation of the total of the Loans.
- 18) That none of the loans has a final maturity date later than 01 March 2047.
- 19) That the capital or principal of all the Loans has been totally disbursed.
- 20) That the payment of the principal and interest on all Loans will be by direct debit.
- 21) That on the Fund's Formation Date, each of the Loans has had at least one (1) matured instalment of interest.
- 22) 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.

- 23) That the guarantees, if applicable, 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.
- 24) That no person has any preferential right to the Fund, as a holder of the Loans, to the collection of quantities derived therefrom with the exception of legally established preferential rights.
- 25) That the financing operations referred to in the bilateral Loans have been granted to non-financial small and medium-sized enterprises located in Spain to finance their business activities, at least 98% of which have been granted to small and medium-sized enterprises that meet the European Commission definition dated 6 May 2003 (2003/361/EC).
- 26) 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.
- 27) 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.
- 28) That no loans have been granted to employees or companies of the financial group of the Assignor.
- 29) Loans for which the obligors have provided notification of early cancellation shall not be assigned to the fund.
- 30) There are no leasing contracts in the selected portfolio.
- 31) That on the Fund's Formation Date, the maximum risk level granted to a single Obligor (defined as the sum of the outstanding balances of all the Loans assigned to a single Obligor) will not exceed 48% of the Initial Balance.
- 32) That on the Fund's Formation Date, the sum of the outstanding balance of the 10 largest obligors will not exceed 3.40% of the Initial Balance.
- 33) That all of the Loans are subject to a previously established repayment schedule.
- 34) That none of the Loans contains an periodic interest deferral clause.

- 35) That on the Fund Formation Date, the maximum concentration of Obligors that are Self-employed will be 26% of the Initial Balance.
- 36) That on the Fund's Formation Date, the combined maximum concentration of Loans for (i) CNAE professional activity 70 (defined as "Real Estate Activities") and (ii) CNAE professional activity 54 (defined as "Construction") will be 15% of the Initial Balance.
- 37) That none of the Loans are a refinanced version of previously defaulted 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 titles accurately reflects the current situation as contained in the computer files and the public deeds of said mortgage loans and are correct and complete.
- 3) That the Mortgage Transfer Certificates are issued under the protection of Law 2/1981, of Royal decree 685/1982, Law 19/1992, the Fifth Additional Provision of Law 3/1994 in the wording given through Law 41/2007 and other applicable regulations, and meet all the requirements established therein.
- 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 corresponding multiple title. The registration of the mortgaged property remains in force and there are no contradictions of any kind.
- 6) That all of the properties with mortgage-backed Loans have been appraised by appraisal companies duly registered with the Bank of Spain and that the appraisal certificates have been issued for all valuations.
- 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, other than 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 declarations are made by “la Caixa” after the pertinent verifications on a sample 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’s Formation Date with the declarations contained in sections 2.2.8, in which case the provisions of section 2.2.9. below shall apply.

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

2.2.9 Substitution of the securitised assets

If at any time during the term of the Loans it is discovered that any of the assets does not conform to the representations made in part 2.2.8 of this Supplemental Addendum at the time of the formation of the Fund, the Assignor, with the Fund Manager’s prior approval, undertakes:

- a) To remedy the defect within thirty (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 Balance, term, guarantee, interest rate, payment frequency and internal rating of the Obligor) which must be accepted by the Fund Manager within a maximum period of thirty (30) days. If there is a positive difference between the balance of the replaced Loan and the loan balance incorporated, the difference shall be deposited in the Amortisation Account by the Assignor.

In the case of Mortgage Loans, the Assignor undertakes to substitute the corresponding Mortgage Transfer Certificate with another of similar financial characteristics, which must be accepted by the Fund Manager. 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 by it does not comply with the declarations made in section 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 declarations contained in section 2.2.8. of this Supplemental Addendum.

The Assignor undertakes to formalise the assignment of the replacement loans in a public document in the manner and time established by the Fund manager and to provide whatever information relative to them which Fund Manager deems necessary.

- c) If the obligations assumed in parts a) and b) above are not possible 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 (CNMV), the Assignor undertakes to return, in cash, the principal of the corresponding Loan accrued and unpaid to date and any other amount payable to the Fund, which shall be deposited in the Treasury Account.

In any of the cases mentioned above, the replacement of the Initial Draw downs will be notified to the CNMV and Rating Agencies.

2.2.10 Insurance policies on the securitised assets.

Not applicable.

2.2.11. Information on the 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, 7.1 and 6.10 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 guaranteed properties to which the selected Mortgage Loans refer, as described in section 2.2.2 of this Supplemental Addendum, refer to the appraisals conducted by appraisal firms on the original date the Mortgage Loans were granted for the purpose of assignment and formalisation of the selected Mortgage Loans.

2.3 ACTIVELY MANAGED ASSETS BACKING THE ISSUE

Not applicable.

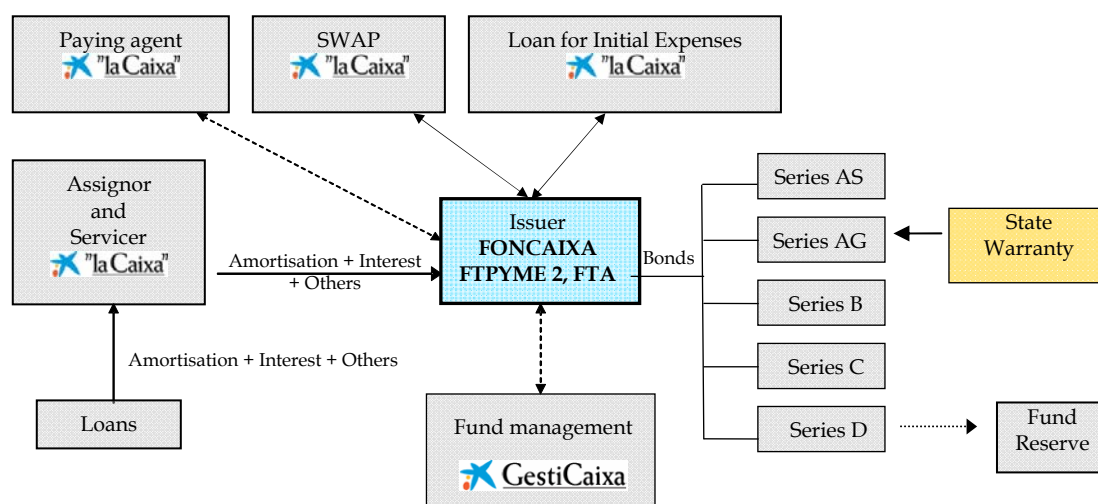
**2.4 DECLARATION IF THE ISSUER PROPOSES ISSUING NEW
SECURITIES BACKED BY THE SAME ASSETS AND DESCRIPTION OF
HOW THE HOLDER OF THAT CLASS WILL BE INFORMED.**

Not applicable.

3 STRUCTURE AND TREASURY

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

Diagram



Initial Balance Sheet of the Fund

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

ASSETS		LIABILITIES	
Fixed Assets		Bond Issue	
Loans	1,100,000,000	Bond Series AS	533,700,000
Initial Expenses (*)	1,800,000	Bond Series AG	456,300,000
		Bond Series B	27,500,000
		Bond Series C	82,500,000
		Bond Series D(**)	76,400,000
Current Assets		Other Long-Term Liabilities	
Treasury Account (**)	76,400,000	Loan for Initial Expenses	1,800,000
Amortisation Account	0		
Total	1,178,200,000	Total	1,178,200,000

(*) The estimated initial expenses are shown in part 6 of the Prospectus Schedule.

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

(**) Series D represents the Reserve Fund. It is disbursed entirely and remains in the Treasury Account.

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 bond issue and the functions they perform are shown in part 5.2 of the Registration Document and 3 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 lenders to the fund by virtue of said contracts. Furthermore, additional contracts may be signed, and additional rating agency(ies) contracted, providing that they are in accordance with existing legal provisions at that specific time and there are no circumstances that prevent the foregoing. In any case, such actions shall require prior notification by the Fund Manager to the CNMV, or its prior authorisation where necessary, or that of another competent organism, and notification to the Rating Agencies. Furthermore, such changes shall not require the amendment of the Deed of Formation inasmuch as there is no change to the Fund's Payment Priority Order.

Substitution of participants

If any of the participants in this securitisation operation were to breach their contractual obligations or in the event of a corporate, regulatory or court decision ordering the liquidation, dissolution or receivership of any of them, or if any of them were to file for bankruptcy or if a request filed by a third party were admitted, the Fund Manager would be entitled to terminate the agreements linking them to the Fund provided that such termination is permitted under the law. Following the termination of the Agreement as provided for under the law, the new participant would be designated by the Fund Manager after consulting with the competent administrative authorities.

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

Subcontracting of participants

The participants in the FONCAIXA FTGENCAT 2, FTA, securitization 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 and provided always that (iii) the subcontractor or delegate waives the right to take any action against the Fund. They shall likewise be authorised to terminate such subcontracts and/or delegations. The said subcontracting or delegation may not involve any additional cost or expense for the Fund or the Fund Manager. Notwithstanding any subcontract or delegation, the

participants shall not be released or exonerated from any of the responsibilities regulated under the respective contracts. Subcontractors must comply with the rating level conditions imposed by the Rating Agencies in the performance of their roles.

The Fund Manager will notify the CNMV of all subcontracts, if legally required, and shall obtain the latter's prior consent.

The subcontracting or delegation of the administration functions of the administrator functions of administration shall be specifically and particularly in accord with the provisions of section 3.7.2.1.11 of this Supplemental Addendum and its equivalent in the Deed of Formation and the Administration Contract.

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

3.3.1. Formalisation of the assignment of the Loans

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

The assignment of the Non-mortgage Loans by "la Caixa" and the acquisition of these by the Fund and the issue of the Mortgage Transfer Certificates by "la Caixa" by means of which the assignment of the Mortgage Loans and their subscription by the Fund are implemented shall be formalised by means of the execution of the Fund's Deed of Formation, effective as from that same date.

The Obligors shall not be notified of the assignment by "la Caixa". For these purposes, notification is not a requirement for the loan assignment to be valid.

However, in the event of bankruptcy or any indication of receivership by the Bank of Spain, of liquidation or replacement of the Servicer, or if the Fund Manager considers it reasonably justified, the Fund Manager may require the Servicer to notify the Obligors (and where appropriate, third-party guarantors and insurance companies) of the transmission of the outstanding Loans to the Fund and of the fact that the payments associated therewith will only release them from their obligations if made to the Treasury Account open in the Fund's name. However, both in the event that the Servicer fails to notify the Obligors (and, in turn, 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 of the Servicer, 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).

3.3.2 Assignment of Non-mortgage Loans

The Non-mortgage Loans will be assigned directly without issuing any negotiable security whatsoever. The Assignor will assign and transmit its full interest in the Non-Mortgage Loans for a total amount equal to the Initial Balance of said Non-Mortgage Loans on the Assignment Date, which on that date will be approximately 39% of the portfolio, to the Fund after the Fund's Formation Date, which is scheduled for 13 November 2008 and is considered the Assignment Date for these purposes. 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 section 3.3.

The Non-mortgage Loans shall start accruing interest in the Fund's favour on the Fund's Formation Date on which they are assigned.

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 part 4.4.3 of the Registration Document which makes reference to the Assignor's right of first refusal to the remaining loans upon the settlement of the Fund, although this right shall not, under any circumstances, be construed as an agreement or declaration of repurchase of the loans assigned by the Assignor.

3.3.3 Assignment of the mortgage loans

The assignment of the Mortgage Loans to the Fund by the Assignor shall be carried out through the issue of Mortgage Transfer Certificates corresponding to the Loans, so that these are pooled into the Fund via fund subscription, represented by the Fund Manager in accordance with the provisions laid down in the Fifth Additional Provision of Law 3/1994 in the wording given through Law 41/2007, in Law 2/1981 in its current wording and in Royal Decree 685/1982 in its current wording.

The Assignor will issue on the Formation Date, effective as of that date, one Mortgage Transfer Certificate for each Mortgage Loan assigned. The Initial Balance of these as of the Fund Formation Date shall represent 61% of the total portfolio.

Each Mortgage Transfer Certificate represents, as of the Assignment Date, 100% of the Initial Balance on each one 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 shall start accruing interest in the Fund's favour on the Fund Formation Date on which they are assigned.

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 contains the information required by article 64 of Royal Decree 685/1982, amended by Royal Decree 1289/1991, along with the registration information on the mortgaged properties used to guarantee the Mortgage Loans.

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

The assignment of the 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 due date of the 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 settlement of the Fund, 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 and they may not 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 call of 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, "la Caixa" 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.

"la Caixa", as the issuer, will keep a special book where it will record the Mortgage Transfer Certificates issued and the address changes notified by the owners of the Mortgage Transfer Certificates, stating (i) the date of formalisation and due date for the Mortgage Loans, the amount and the method of liquidation; and (ii) the register data of the mortgages that guarantee the Mortgage Loans.

Given the institutional character 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 marginal note in each inscription of the corresponding Mortgage Loans in the Property Registry.

3.3.4 Effectiveness of the assignment

The assignment of the Loans and the issue of the Mortgage Transfer Certificates shall be fully effective for both parties as of the Assignment Date, which coincides with the Formation Date.

3.3.5 Price of the Assignment

The price of the Loans' assignment shall be equal to the amount, on the Formation Date, of the sum of the Initial Balance, which on the Formation Date will be equal to or slightly less than one billion, one hundred million (1,100,000,000) euros, which shall be paid by the Fund Manager on behalf of the Fund to the Assignor on the Closing Date, with the same value date, once the Fund has received the subscription price of the Bonds. The difference between the subscription price of the Bonds and the Initial Balance will be deposited into the Treasury Account. The sum required to set up the Initial Reserve Fund will be charged to the disbursement of the subscription of the Series D Bonds.

Payment of the interest due and corresponding to each one of the Loans (which will be equal to the ordinary interest accrued for each of the Loans from the last day of settlement of interest of each one of these until the Date of Formation) shall be made on the first settlement of interest date of each one of these, following the Date of Formation, and shall not be subject to the Cash Flow Waterfall set forth in section 3.4.6 of the Supplemental Addendum.

3.3.6 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 in the terms and conditions declared in the Fund's Deed of Formation and the Prospectus to which this document pertains, as well as the status with which the assignment is performed, but does not assume any liability for non-payment by the Obligors of the Mortgage Loans and the Non-Mortgage Loans, be it the principal or the interest or any other sum owed by them pursuant to the Mortgage Loans or Non-Mortgage Loans, whichever applies.

The Assignor does not assume the effectiveness of the accessory guaranties to the Loans, which, if applicable, may exist. Neither will it assume, in any other way, responsibility in 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 part 2.2.9. of this Supplemental Addendum, all in fulfilment of that set forth in Royal Decree 926/1998 and other applicable legislation.

The Assignor does not assume the effectiveness of the ancillary guarantees of the Loans. 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 this notwithstanding the Assignor's liability for the administration of the assigned loans pursuant to the provisions of the Administration Agreement and Initial Expense Loan Agreement and notwithstanding the liability derived from the representations made by the Assignor and contained in part 2.2.8. of this Supplemental Addendum. Until the Assignment Date, the Assignor will continue to assume the risk of insolvency of the Obligors.

If the Fund were obliged to pay third parties any sums in connection with the assignment of the Loans not paid on the Assignment 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.

3.3.7 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.

3.3.8 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 1528 of the Civil Code. 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 Date of Formation onwards:

- (a) To receive the total of the amounts that accrue through the reinvestment of capital or principal of the Loans.

- (b) To receive the total of the amounts that accrue and are paid through the ordinary interest and interest for payments in arrears on the capital or principal of the Loans.
- (c) To receive the total of the amounts that accrue through fees for claiming defaulted payments, subrogation fees, early amortisation/cancellation fees and any other fee or surcharge paid to "la Caixa".
- (d) To receive any other amounts, goods, or rights that are received by "la Caixa" in payment of the principal, ordinary interest, both through the auction price or amount determined by judicial ruling or notary executive process in the execution of the mortgage or non-mortgage guarantees, as well as through the sale or exploitation of the adjudicated real estate or goods or, as a consequence of the aforementioned enforcements, in interim administration and possession of the real estate in the process of enforcement up to the amount assigned and underwritten.
- (e) To receive any other payment that "la Caixa" receives through the Loans and any other related rights, such as 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.

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 of 30 July which approved the Corporate Income Tax Regulation.

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

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

The Fund will assume all possible expenses or costs that are charged to the Assignor deriving from the collection process in the case of 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 Fund Servicer of the amounts received through the Loans that it administers shall be made in the following way:

The Servicer will transfer to the Fund's Treasury Account all sums received for any item to which the Fund is entitled through the Loans. This transfer shall be made on each Payment Date in the amount of the payments received that day and effective as of that date.

The Fund's Collection Dates shall be every day on which payments are made by the Obligors for principal or interest on the Loans.

If the Fund Manager considers it necessary in order to better defend the interests of the Bondholders, and only in the event of the mandatory replacement of the Assignor as the Servicer of the Loans, the Fund Manager shall instruct the Assignor to notify each and every one of the Obligors (and where appropriate, third-party guarantors and insurance companies) of the Loans that, as of the date of the notice, they should make all obligatory payment on their Loans directly to the Treasury Account open in the Fund's name at the Paying Agent's. However, if the Servicer fails to notify the Obligors within five (5) business days of being required to do so or if the Servicer goes bankrupt, the Fund Manager itself shall notify the Obligors (and where appropriate, the third-part guarantors and insurance companies) directly .

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, C and D Bonds and the principal of Class A, B, C and D 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 Funds Available to meet the obligations of the Fund with the Bondholders will be the revenues obtained from the Non-mortgage Loans and Mortgage Loans with regard to the principal and interest calculated on each Determination Date between the last day of the calendar month prior to the previous Determination Date, exclusive, and the last day of the calendar month prior to current Determination Date, inclusive, except for the first Determination Date, which will be those obtained between the Formation Date, inclusive, and the last day of the calendar month prior to current Determination Date, inclusive; the accrued interest of the Treasury Account and the Amortisation Account; the net amount in favour of the Fund by virtue of the Swap Agreement; the amount of the Reserve Fund; the

product of the settlement, in turn and when appropriate, of the Fund's assets; and where applicable, the amounts drawn down from the State Warranty.

Up to and including the Payment Date on 15 November 2011, all amounts applied to the amortisation of the Bonds will be deposited in the Amortisation Account and will be used in their entirety on the Payment Date falling on 15 January 2011, inclusive, for the effective amortisation of the Bonds in Classes A, B and C pursuant to the regulations governing the Distribution of Funds Available for Amortisation contained in section 4.9.4 of the Prospectus Schedule.

The Series D Bonds shall be amortised on any Payment Date by an amount equal to the positive difference between the Outstanding Balance of Principal of the Series D Bonds on the Determination Date prior to the Payment Date in question and the Minimum Level of the Reserve Fund required on said Payment Date, provided that the conditions set forth in section 3.4.2.2 of the Supplemental Addendum are fulfilled.

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

3.4.2 Information on credit enhancements

3.4.2.1. Description of Credit Enhancements

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.

The Fund Manager warrants that the summarised descriptions of the contracts by means of which the operations are formalised, contained in the corresponding parts of the Prospectus, which it shall subscribe in the name and on behalf of the Fund, contain the most substantial and relevant information on each one of the contracts and faithfully reflect the contents. Likewise, the Fund Manager declares that no information has been omitted that could affect the content of this Prospectus.

- State Warranty for the Series AG Bonds: The State Warranty will secure the payment of the principal and the interest of the Series AG Bonds, waiving the benefit of discussion established in article 1830 of the Civil Code.
- Guaranteed interest rate accounts: The accounts opened in the name of the Fund by the Fund Manager (Treasury Account and Amortisation Account) are

remunerated at rates agreed to in such a way that a minimum return on the balances of each of them is guaranteed.

- Reserve fund: set up following the disbursement of the Series D Bonds, which shall enable the Fund to meet its payment obligations in the event of losses due to unpaid or Defaulted Loans.
- Interest Swap The interest rate swap is intended to cover: (i) the interest rate risk faced by the Fund due to the fact that the Loans are subject to variable interest rates tied to difference indices of reference and different adjustment periods than those established for the Bonds and (ii) the risk posed by the fact that the Loans may be renegotiated down to lower interest rates than those initially agreed.
- Financial margin: under the Interest Rate Swap agreement, the Fund receives a gross margin of 0.50% on the Notional of the Swap.
- Subordination and postponement of Classes B, C and D.

3.4.2.2. Reserve Fund

As a guarantee mechanism against potential 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 formed and shall be called the Reserve Fund.

The Initial Reserve Fund will be set up on the Closing Date against the subscription of the Series D Bonds for the amount of seventy-six million, four hundred thousand (76,400,000) euros.

On each payment date the reserve fund shall be applied to the satisfaction of the payment obligations contained in the payment priority rules or, if applicable, in accordance with the settlement payment priority rules, set forth in section 3.4.6. of this additional module.

In accordance with the Cash Flow Waterfall, on each Payment Date, the Reserve Fund shall be replenished to reach the Minimum Level of the Reserve Fund required according to the rules established below.

The Minimum Level of the Reserve Fund shall be the lesser of the following amounts:

- An amount equal to seventy-six million, four hundred thousand (76,400,000) euros; or
- 13.90% of the Outstanding Balance for Series A, B and C Bonds.

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

- The first three (3) years of the Fund's life have not elapsed since the Fund Formation Date.
- That on the previous Payment Date, the Reserve Fund had not been reached the Reserve Fund amount required on that Payment Date.
- On the Determination Date prior to the Payment Date in question, the outstanding balance of the non-defaulted loans with payments overdue by ninety days or more (90) is greater than 1% of the outstanding balance of the non-defaulted loans.

Under no circumstances may the Minimum Level of the Reserve Fund be less than thirty-eight million, two hundred thousand (38,200,000) euros.

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

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

3.4.3 Details of subordinate debt financing

The Fund Manager warrants that the summarised descriptions of the contracts by means of which the operations are formalised, contained in the corresponding parts of the Prospectus, which it shall subscribe in the name and on behalf of the Fund, contain the most substantial and relevant information on each one of the contracts and faithfully reflect the contents. Likewise, the Fund Manager declares that no information has been omitted that could affect the content of this Prospectus.

All contracts described hereunder shall be terminated in the event that the provisional rankings awarded by the Rating Agencies are not confirmed as final prior to the Subscription Date.

3.4.3.1. Loan for Initial Expenses.

The Fund Manager shall sign a subordinate commercial loan contract, i.e., the Loan for Initial Expenses, with "la Caixa" on behalf of the Fund for a total of one million, eight hundred thousand (1,800,000) 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 based on a variable interest rate equal to the reference interest rate of the bonds in force at any given time plus a differential of 1%. 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 360 days and considering the effective days existing in each Interest Accrual Period.

The interest on the Loan for Initial Expenses shall be settled and be enforceable at the maturity of each Interest Accrual Period, on each one of the Payment Dates and until the full amortisation of the Loan for Initial Expenses. The first settlement date shall coincide with the first Payment Date (15 January 2009).

Amortisation shall be made quarterly by the amount that the initial expenses would have been amortised, in accordance with the official bookkeeping of the Fund, and in any event during the maximum period of five (5) years as from the Formation Date. The first amortisation shall take place on the first Payment Date, 15 January 2009, and the remaining amortisations on the following Payment Dates, all pursuant to the Cash Flow Waterfall established in section 3.4.6 below.

All amounts payable to “la Caixa”, both as accrued interest as well as amortisation of principal accrued by the Loan for Initial Expenses, shall be subject to the Cash Flow Waterfall set forth in section 3.4.6. below. As a result, they shall only be paid to “la Caixa” 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) one to (xiii) thirteen of the aforementioned section for interest and (i) one to (xiv) fourteen for the principal.

All the amounts that, by virtue of the provisions set forth in the previous paragraphs, have not been paid to “la Caixa” shall be paid on the next Payment Date on which the Available Funds allow said payment in accordance with the Cash Flow Waterfall and the Settlement Cash Flow Waterfall set forth in section 3.4.6 below.

Amounts owed to “la Caixa” and unpaid by virtue of the provisions set forth in the previous paragraphs shall not accrue default interest in its favour.

3.4.3.2. Subordination of the Bonds of Series B, Series C and Series D

The payment of interest and the repayment of the principal on Class 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.

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

Notwithstanding the aforementioned, section 4.9.4. of the Prospectus Schedule describes the circumstances under which the Class A, B and C Bonds may ordinarily be amortised on a prorated basis.

The details of the order in which the interest and principal on the Bonds in each class are paid according to the Fund Payment Priority Order are shown in parts 4.6.1. and 4.6.2.

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

Temporary cash surpluses will be deposited in the Treasury Account and the Amortisation Account, remunerated at a guaranteed interest rate as described below.

3.4.4.1. Treasury Account

The Fund Manager shall hold an account, opened in the Fund's name, at "la Caixa, in which the Assignor shall deposit all of the funds that the Fund should receive from the Loans on each Collection Date, and by virtue of which "la Caixa" 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 Amortisation Account:

- (i) cash amount for payment of the Bond Issue subscription;
- (ii) disposition of the principal of the Loan for Initial Expenses;
- (iii) repaid principal and interest collected from the Loans plus whatsoever other amount corresponding to the Loans;

- (iv) the amounts that are paid to the Fund derived from the Interest Rate Swap Agreement;
- (v) the amounts of the income obtained for the balances of the Treasury Account itself and of the Amortisation Account.
- (vi) the amounts of the interim retentions for capital gains that on each Payment Date have to be made for the interest of the Bonds paid by the Fund, until the time when they must be paid to the Tax Authorities;
- (vii) the amounts originating from disbursements from the State Warranty.

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

The Treasury Account cannot have a negative balance against the Fund. The balance of the Amortisation Account shall be maintained in cash.

“la Caixa” guarantees an annual nominal interest rate, variable on a quarterly basis with monthly accrual and settlement, except for the first interest accrual period, which shall have a shorter duration (between the Formation Date and the last day of the calendar month in which it falls), applicable to each interest accrual period (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 Interest Rate of the Bonds determined for each Interest Accrual Period, and applicable from the first day of the calendar month following each Payment Date (except in the first interest accrual period that applies as of the Formation Date). The accrued interest, which must be paid by the fifth (5th) business day of each month, will be calculated on the basis of: (i) the effective days of each interest accrual period and (ii) a three-hundred-and-sixty-five (365) day year. The first interest settlement date will be between 1 December 2008 and 5 December 2008, with interest accruing from the Formation Date to 30 November 2008, inclusive.

In the event that, during the life of the issue of the Bonds, the unsubordinated and unsecured short-term debt of “la Caixa” experiences a decrease to below P-1 according to the rating scales of Moody’s or A1 in the case of S&P, or an equivalent rating specifically recognized by the Rating Agencies, the Fund Manager shall exercise any of the options described below that allow the maintenance of an adequate guarantee level regarding the commitments derived from this contract and shall do so within a maximum period of thirty (30) Business Days from when the situation occurs in the case of Moody’s and sixty (60) days in the case of S&P:

- a) Obtain from a financial entity with a minimum credit rating for its unsecured and unsubordinated short term debt of P-1 and A1, according to the rating scales of Moody’s and S&P, respectively, and which does not impair the rating granted

to the bonds by the Rating Agencies, a first-demand guarantee to secure the Fund, at the simple demand of the Fund Manager, the timely payment by “la Caixa” of its refund obligation of the amounts deposited in the Treasury Account during the time that the situation of loss of the P-1 or A1 ratings by “la Caixa” remains.

- b) Move the Treasury Account of the Fund to an entity whose unsecured and unsubordinated short-term debt has a minimum credit rating of P-1 and A1, according to the rating scales of Moody’s and S&P, respectively, and arrange the maximum return for its balances, although this may be different than the one contracted with “la Caixa” by virtue of the aforementioned contract.

The following alternatives are also available:

- c) Should foregoing options a) and b) not be possible, obtain a pledge guarantee from “la Caixa” or from a third party in favour of the Fund as collateral for financial assets of a credit quality no less than that of Spain’s National Debt, for an amount that is enough to guarantee the established undertakings.
- d) Additionally, if the foregoing options are not possible in the terms set forth, the Fund Manager may invest the balances, for a maximum period up to the next Payment Date, in euro-denominated, short-term fixed-return assets issued by financial entities with at minimum the qualifications P-1 and A1 for periods of less than thirty (30) Business Days in the case of Moody’s and sixty (60) days in the case of S&P (always maturing prior to the next Payment Date of the Bonds), whereby the remuneration for these assets may not be less than the remuneration of the initial Treasury Account.

In situations a), b) and d), the Fund Manager will be later entitled to move the balances back to “la Caixa” under the Treasury Account Contract in the event that its unsubordinated and unsecured short-term debt again achieves the P-1 and A1 ratings, according to the Moody’s and S&P scales, respectively.

All of the costs, expenses and interest accrued as a result of effecting and formalising the aforementioned options shall be born by the holder of the Treasury Account and, where applicable, the holder of the substitute Treasury Account.

From the moment that its credit rating has been demoted, the holder of the Treasury Account undertakes to take all reasonable steps to allow the Fund Manager to exercise one of options a), b) and c) above.

3.4.4.2. Amortisation Account

The Fund Manager shall have a bank account, opened in the Fund’s name, called the “Amortisation Account”, in which the Amounts Available for Amortisation, withheld in order number (vii) seven of the Available Funds that were not applied to

the effective amortisation to all Classes of Bonds during the first twenty-four (24) months following the first Payment Date (i.e., until 15 January 2011), as well as any amounts received by executing the State Warranty for the amortisation of Series AG shall be deposited on each Payment Date.

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

“la Caixa” guarantees an annual nominal interest rate, variable on a quarterly basis with monthly accrual and settlement, except for the first period of interest accrual, which shall have a shorter duration (between the Formation Date and the last day of the calendar month in which it falls), applicable to each interest accrual period (calendar months, different from the established Interest Accrual Periods for the Bonds) through the positive daily balances of the Amortisation Account, equal to the Reference Interest Rate of the Bonds determined for each Interest Accrual Period, and applicable from the first day of the calendar month following each Payment Date (except in the first interest accrual period that applies from the Formation Date). The accrued interest, which must be paid by the fifth (5th) business day of each month, will be calculated on the basis of: (i) the effective days of each interest accrual period and (ii) a three-hundred-and-sixty-five (365) day year. The first interest settlement date will be between 1 December 2008 and 5 December 2008, with interest accruing from the Formation Date to 30 November 2008, inclusive.

In the event that, during the life of the issue of the Bonds, the unsubordinated and unsecured short-term debt of “la Caixa” experiences a decrease to below P-1 according to the rating scales of Moody’s or A1 in the case of S&P, or an equivalent rating specifically recognized by the Rating Agencies, the Fund Manager shall exercise any of the options described below that allow the maintenance of an adequate guarantee level regarding the commitments derived from this contract and shall do so within a maximum period of thirty (30) business days from when the situation occurs in the case of Moody’s and sixty (60) days in the case of S&P:

- a) Obtain from a financial entity with a minimum credit rating for its unsecured and unsubordinated short term debt of P-1 and A1, according to the rating scales of Moody’s and S&P, respectively, and which does not impair the rating granted to the bonds by the Rating Agencies, a first-demand guarantee to secure the Fund, at the simple demand of the Fund Manager, the timely payment by “la Caixa” of its refund obligation of the amounts deposited in the Amortisation Account during the time that the situation of loss of the P-1 or A1 ratings by “la Caixa” remains.
- b) Move the Amortisation Account of the Fund to an entity whose unsecured and unsubordinated short-term debt has a minimum credit rating of P-1 and A1, according to the rating scales of Moody’s and S&P, respectively, and arrange the maximum return for its balances, although this may be different than the one contracted with “la Caixa” by virtue of the aforementioned contract.

The following alternatives are also available:

- c) Should foregoing options a) and b) not be possible, obtain a pledge guarantee from “la Caixa” or from a third party in favour of the Fund as collateral for financial assets of a credit quality no less than that of Spain’s National Debt, for an amount that is enough to guarantee the established undertakings.
- d) Additionally, if the foregoing options are not possible in the terms set forth, the Fund Manager may invest the balances, for a maximum period up to the next Payment Date, in euro-denominated, short-term fixed-return assets issued by financial entities with at minimum the qualifications P-1 and A1 for periods of less than thirty (30) Business Days in the case of Moody’s and sixty (60) days in the case of S&P (always maturing prior to the next Payment Date of the Bonds), whereby the remuneration for these assets may not be less than the remuneration of the initial Amortisation Account.

In situations a), b) and d), the Fund Manager will be later entitled to move the balances back to “la Caixa” under the Amortisation Account Contract in the event that its unsubordinated and unsecured short-term debt again achieves the P-1 and A1 ratings, according to the Moody’s and S&P scales, respectively.

All of the costs, expenses and interest accrued as a result of effecting and formalising the aforementioned options shall be born by the holder of the Amortisation Account and, where applicable, the holder of the substitute Amortisation Account.

From the moment that its credit rating has been demoted, the holder of the Amortisation Account undertakes to take all reasonable steps to allow the Fund Manager to exercise one of options a), b) and c) above.

The Amortisation Account shall be cancelled on 28 February 2011.

3.4.5 Collection by the Fund of payments on the assets

The Servicer shall manage the collection of all amounts payable by the Obligors deriving from the Loans, as well as any other item including the amounts associated with the property damage insurance contracts underlying the Mortgage Loans.

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 Servicer will transfer to the Fund’s Treasury Account all sums received for any item to which the Fund is entitled to receive on the Loans it administers. The payments will be made by transfer on each Collection Date with the same value date.

The Fund Collection Dates will be all days in each Collection Period.

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

If at any time during the life of the Bond Issue, the Servicer experiences a drop in the credit rating of its short-term debt to below A2 according to S&P, it must:

A Carry out one of the following two options:

- (i) (i) Within a maximum of thirty (30) calendar days, with “la Caixa” liable for all costs, obtain a “*guarantor*” with a minimum credit rating for its short-term debt of A1 according to S&P.

“*Guarantor*” refers to the entity that provides an unconditional, irrevocable and first-demand guarantee for an amount equal to the commingling reserve amount. This amount is the amount that the Servicer is obliged to pay the Fund as Loans, for the period set forth further on. This amount, if it is required, shall be deposited into an account in the name of the Fund in concordance with the Treasury Account and the Amortisation Account. This guarantee shall be subject to review by S&P and approval in the event of a drop in the credit rating; or

- (ii) Within ten (10) calendar days it shall deposit an amount equal to the amount of the commingling reserve into an account held in the name of the Fund opened with the same requirements concerning credit rating of the Treasury Account and the Amortisation Account, respectively.

B Request confirmation in writing from S&P in order not to jeopardise the credit rating of the Bonds.

The amount of the commingling reserve shall initially be equal to one month’s interest and amortisation of capital of the Loans at an early repayment rate (ERR) based on the historic ERR of “la Caixa” for assets of the same kind as the Loans assigned in this securitisation. The Fund may only have the amount of said deposit in the amount of the quantities it has not received, if applicable, which correspond to the Fund and which the Servicer receives deriving from the Loans.

3.4.6 Priority order of cash flow waterfall 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 issuing and placing the Bonds on the market.
- (ii) Funds received in connection with the Loan for Initial Expenses.

2. Application.

On the closing date, the FunFud shall allocate the aforementioned funds to payment of the following:

- (i) Payments for the purchase of the Non-Mortgage Loans and Mortgage Transfer Certificates pooled in the Fund.
- (ii) Payment of the Initial Expenses of the Fund in accordance with the provisions set forth in section 3.4.3 of this Supplemental Addendum.
- (iii) Endowment of an Initial Reserve Fund.

Starting on the Fund Closing Date and through the Fund Settlement Date, exclusive

On each Payment Date that is not the Final Payment Date or that on which the early liquidation of the Fund takes place, the Fund Manager shall successively apply the Funds Available and the Amount Available for the amortisation of Classes A, B and C in the payments priority order laid down as follows for each one.

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 over the course of the lifetime of the Fund and on the Payment Date of 15 January 2011 as well as those deposited in the Amortisation Account for the following items:

- i) Income earned on the Non-Mortgage Loans and Mortgage Loans in the form of principal and interest calculated on each Determination Date as follows:

- a) With regard to the Principal, the income earned between the last day of the calendar month prior to and excluding the previous Determination Date and the last day of the calendar month prior to and including the current Determination Date, except for the first Determination Date, which shall be the income earned between the Closing Date, inclusive, and the last day of the calendar month prior to the current Determination Date, inclusive.
 - b) With regard to the interest, the income earned between the last Determination Date, inclusive, and the current Determination Date, exclusive, except for the first Determination Date, in which case it shall be the income earned between the Date of Formation, inclusive, and the Determination Date, exclusive.
- ii) Where applicable, other income from the Obligors for items other than principal and interest of the Loans earned between the last day of the calendar month prior to and excluding the previous Determination Date and the last day of the calendar month prior to and including the current Determination Date, except for the first Determination Date, which shall be the income earned between the Formation Date, inclusive, and the last day of the calendar month prior to the current Determination Date, inclusive.
 - iii) Returns on the balances of the Treasury Account and the Amortisation Account.
 - iv) The amount corresponding to the Minimum Reserve Fund Level on the Determination Date preceding the corresponding Payment Date.
 - v) Where applicable, the net amounts received by the Fund under the Interest Swap Agreement and the net amounts of the settlement received by the Fund if the 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.
 - viii) Any other amounts that may be received by the Fund, including the product of operation or disposal, where applicable, of the properties assigned to the Fund or any other asset thereof obtain between the last day of the calendar month prior to the previous Determination Date, exclusive, and the last date of the calendar month prior to the current Determination Date, inclusive, except for the first Determination Date, which shall be those amounts obtained between

the Foundation Date, inclusive, and the last day of the calendar month prior to the current Determination Date, inclusive.

2. Application of Funds

In general, the Fund's Available Funds shall be applied to the following on each Payment Date in accordance with the following Cash Flow Waterfall:

- (i) Payment of ordinary and extraordinary taxes and expenses of the Fund as well as settlement 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 Administration of the Loans, except in the case of substitution provided for in section 3.7.2.4 of this Supplemental Addendum.
- (ii) Payment, where applicable, of the net amount due under the Interest Rate Swap Agreement and, if the agreement is terminated due to circumstances that can be attributed to the Fund, payment of the net settlement amount.
- (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 since the previous Payment Date.
- (v) Payment of the interest of Series B Bonds, except for the case of deferral to (viii) (eighth) place in this Cash Flow Waterfall. This payment is to be deferred to (viii) (eighth) place in the event that on the corresponding Payment Date the accumulated Outstanding Balance of the Defaulted Loans is higher than 19% of the initial amount of the Bond Issue, excluding Class D, and provided that the Class A Bonds have not been completely amortised and the amounts owed to the State through executions of the Warranty for the amortisation of the Series AG fully reimbursed and was not due to occur on the corresponding Payment Date.
- (vi) Payment of the interest of Class C Bonds, except for the case of deferral to (ix) (ninth) place in this Cash Flow Waterfall. This payment is to be deferred to (ix) (ninth) place in the event that on the corresponding Payment Date the accumulated Outstanding Balance of the Defaulted Loans is higher than 15% of the initial amount of the Bond Issue, excluding Class D, and provided that the Class A Bonds have not been completely amortised and the amounts owed to the State through executions of the Warranty for the amortisation of the Series

AG fully reimbursed and full amortisation of the Class B Bonds was not due to occur on the corresponding Payment Date.

- (vii) Retention of the Amount Available for Amortisation. The Bonds will be amortised according to the rules established in part 4.9 of the Securities Note.
- (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 reserve fund level required at the corresponding payment date.
- (xi) Payment of the interest accrued by the Series D Bonds.
- (xii) Amortisation of the corresponding amount of the Series D Bonds.
- (xiii) 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.
- (xiv) Payment of the interest on the Loan for Initial Expenses.
- (xv) Repayment of the principal on the Loan for Initial Expenses.
- (xvi) Payment of the servicing fee. Should the Servicer of the loans be replaced by another entity, the servicing fee payment, which shall accrue in favour of a third party, shall occupy the position contained in (i) first place above, together with the remaining payments included there.
- (xvii) 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 agencies for monitoring and maintaining the ratings of the bonds.
- c) Expenses relative to the carrying out of the accounting register 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) Paying Agent Commission.
- f) Commission of the Fund Manager.
- g) Expenses derived from the amortisation of the Notes.
- h) Expenses derived from the announcements and notifications related to the fund and/or the bonds.

The following shall be considered extraordinary expenses of the Fund:

- a) If necessary, the expenses associated with preparing and formalising modifications to the Deed of Formation and contracts, as well as for any additional contracts.
- b) Expenses associated with executing the mortgage 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 formation 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 the same item in the Cash Flow Waterfall 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 priority order established, 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: (i) the available funds and (ii) the sums obtained by the Fund from the disposal of the Funds remaining assets, according to the following Payment Priority Order:

- (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 fee of the Fund Manager and the Paying Agent's commission and excluding the payment to the Servicer of the corresponding commission for administration of 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 Financial Swap Agreement and payment of the net settlement amount, but only if the agreement is terminated because of circumstances attributable to 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 since the previous Payment Date.
- (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 on the Class B Bonds
- (viii) Amortisation of the Class B Bonds.
- (ix) Payment of the interest accrued on the Class C Bonds
- (x) Amortisation of the Class C Bonds.
- (xi) Payment of the interest accrued on the Class D Bonds.
- (xii) Amortisation of the principal of the Class D Bonds.
- (xiii) 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.
- (xiv) Interest accrued on the Loan for Initial Expenses.
- (xv) Repayment of the principal of the Loan for Initial Expenses.
- (xvi) Payment of the Servicer's commission for administering the Loans.
- (xvii) 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 will sign, on behalf of the Fund, an Interest Rate Swap Agreement or “Swap” with “la Caixa”, the most relevant terms of which are described below.

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

Party A: The Fund, represented by the Fund Manager

Party B: La Caixa

- Settlement Dates: the settlement dates will coincide with the Bond Payment Dates.
- Notional of the Swap: on each Settlement Date, the amount resulting from the daily average of the Outstanding Balance of the Non-defaulted Loans during Party A's prior Settlement period plus the balance of the Amortisation Account on the Determination Date prior to the Settlement Date in progress.
- Settlement Period for Party A: the days that have effectively elapsed during the three (3) 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's 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 the Party A weighted average interest rate by the Notional of the Swap.
- Party A weighted average interest rate: calculated by dividing the sum of (i) the ordinary interest collected from the Loans and (ii) the amount of interest collected from the Amortisation Account, both during Party A's Settlement Period (numerator), by the Notional of the Swap on the Determination Date prior 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. Under exceptional circumstances, the first settlement period shall have a duration equivalent to the days elapsed between the Closing Date of the Fund (included) and the first Settlement Date (excluded).
- 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 payable by Party B: for each Settlement Period of Party B, the Weighted Average Nominal Interest Rate on the Bonds, excluding those in Series D, plus a margin of 0.50%. This margin shall be increased by the current cost of the new Servicer, in the event of replacement.
- The Settlement Base: shall be a 360-day year.

The amounts payable under the Interest Rate Swap Agreement 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 Rate 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 will be paid on the next Payment Date, provided the Fund has sufficient liquidity according to the Cash Flow Waterfall. If the Fund were to fail to pay on two consecutive Payment Dates, the Interest Swap Agreement may be terminated at the request of Party B. In the event of termination, the Fund shall assume, where applicable, the obligation to the final settlement amount as foreseen in the terms of the Interest Rate Swap Agreement in accordance with the Payment Priority Order. 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 swap agreement under essentially identical conditions.

If Party B were to fail to meet its payment obligations for the full amount payable to the Fund 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

In the event that the long-term unsubordinated and unsecured debt and/or the short-term unsubordinated and unsecured debt of Party B suffers a decrease in its rating at any time during the life of the Bonds, in accordance with the corresponding Rating Agency, the following actions must be carried out:

A) Moody's criteria:

- (i) If at any time during the life of the Bond Issue, neither Party B nor any of 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 period 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, calculated in terms 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.

The measures described in points 1), 2) and 3) above shall be used for as long as Party B does not have the First Level of Rating Required.

- (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 Guarantee with the First and/or Second Level of Rating Required; or
- 2) Obtain a Replacement with the First and/or Second Level of Rating Required (or whereby the Replacement has a Guarantor with the Second Level of Rating Required);
- 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.

The measures described in points 1), 2) and 3) above shall be used for as long as Party B does not have the Second Level of Rating Required.

The obligations of Party B in accordance with foregoing sections (i) and (ii), as well as the Reasons for Clean-up call 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 foregoing sections (i) and (ii) 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 Interest Rate Swap 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 effects and purposes, shall be considered as Party B in the Interest Rate Swap Agreement or in the new Interest Rates Swap 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.

B) S&P criteria:

In accordance with the current criteria of Standard & Poor’s, ever subject to future reviews, in the event that the short-term unsubordinated and unsecured debt of the counterparty of the swap experiences a fall in its rating to A2 (below A1) according to S&P, at any time during the life of the Bonds, it shall become the ineligible

counterparty of the transaction and hereby agrees to provide collateral within a maximum deadline of 10 Business Days, of 125% of the market value of the Interest Rate Swap Agreement calculated in accordance with the criteria of Standard & Poor's, and within a maximum deadline of 60 calendar days must:

- (i) Replace the ineligible counterparty with another credit entity whose unsubordinated and unsecured short-term debt has a minimal rating equivalent to A1 in accordance with S&P.
- (ii) Obtain a first demand bank guarantee as collateral for the obligations of the ineligible counterparty under the Interest Rate Swap Agreement from a credit entity that is appropriate for Standard & Poor's, and whose short-term unsubordinated and unsecured debt has a minimal rating equivalent to A1 according to S&P.

Any guarantee shall be subject to rating confirmation of the Bonds by S&P.

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

Furthermore, the interest and principal payments to the investors in Series AG Bonds are also contingent upon the Warranty, the essential terms and conditions of which are described below and summarised in the Prospectus Schedule:

The maturity of the Interest Rate Swap Agreement shall take place on the earliest of the following dates:

1. The Final Maturity Date, or
2. The date on which the Clean-up call of the Fund finalises in accordance with the provisions set forth in section 4.4.3 of the Registration Document on which the settlement of the Loans and the remaining assets in the Fund has commenced along with distribution of all of the Funds Available for Settlement, in accordance with the Fund's Settlement Cash Flow Waterfall.

3.4.7.2. State Warranty

Under the Ministerial Order to be signed prior to the Fund's Formation Date, the Ministry of the Economy will issue a Warranty to the Fund in the amount of four hundred and fifty-six million, three hundred thousand (456,300,000) euros, under the following conditions:

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 as a consequence of the non-payment of the Loans. The Warranty's effectiveness is contingent upon: (i) confirmation of the provisional ratings for each of the Series of Bonds by the Rating Agencies as final prior to the Subscription Date, (ii) that the Management and Subscription Agreement of the Bond Issue is not termination, (iii) payment of the fee set out below to the Directorate General of the Treasury and Financial Policy and (iv) submission of the documentation mentioned in the next paragraph to the Directorate General of the Treasury and Financial Policy.

The Fund Manager must submit to the General Directorate for Financial Policy and Treasury: (i) a copy of the Prospectus Schedule registered with the CNMV; (ii) an authorised copy of the Deed of Formation; (iii) a certificate issued by "la Caixa" declaring that the Loans meet the conditions of the Framework Agreement for collaboration annexed to Order PRE/3/2007, dated 10 January 2007, and that the loans have been selected from a portfolio of credit rights derived from financing operations (loans) granted by "la Caixa" to Spanish SMEs, at least 98% of which are loans granted to small and medium-sized enterprises according to the definition of the European Commission, dated 6 May 2003 (2003/361/EC); (iv) a copy of the letters of the Rating Agencies recognised by the CNMV notifying the final ratings assigned to each Class or Series of Bond; (v) a letter indicating the tax identification number (NIF) assigned to the fund; and (v) an authorised copy of the deed of disbursement of the Bonds subscription executed by the Fund Manager.

The Warranty may be partially executed, there being no limit on the number of executions allowed.

The Warranty applies to the repayment of the principal and the payment of the interest accrued on the bonds in the secured series.

The Warranty will be called under the following circumstances for the amounts determined in each case:

1. On any Payment Date or on the Legal Final Maturity or on the date of the Clean-up call of the Fund on which the Available Funds or the Funds Available for Settlement, whichever applies, are insufficient to pay the interest due on Series AG, once all payments have been made according to the Cash Flow Waterfall or the Settlement Cash Flow Waterfall.

In this case, the Warranty will be called for an amount equal to the difference between the amount of the interest due and payable on the AG Series Bonds and the amount of the Available Funds applied to payment on the corresponding Payment Date or the amount of the Funds Available for Settlement applied on the Fund Settlement Date.

The amounts received by the Fund to pay the interest due and payable on the Series AG Bonds as a result of executing the Warranty shall be used for the

payment of such interest without being subject to the Cash Flow Waterfall or the Settlement Cash Flow Waterfall.

2. On any Payment Date other than the Legal Final Maturity or the Date of Clean-up call of the Fund on which the Funds Available for Amortisation are insufficient to amortise the Series AG Bonds in the corresponding amount, pursuant to the rules for the distribution of the Funds Available for Amortisation among each Class or Series due to an Amortisation Deficit.

In this case, the Warranty will be called for an amount equal to the difference between the amount of the principal of the Series AG Bonds which would have been amortised had there been no Amortisation Deficit and the amount of the Funds Available for Amortisation actually applied on the corresponding Payment Date.

The amounts received by the Fund as a result of executing the Warranty to pay for the amortisation of the AG Series Bonds shall be used for the payment of such amortisation without being subject to the Cash Flow Waterfall or the Cash Flow Waterfall Settlement.

3. On the Legal Final Maturity or Date of Clean-up call of the Fund, when the Funds Available or the Funds Available for Settlement are insufficient to amortise the Series AG Bonds in their entirety.

In this case, the Warranty will be called for an amount equal to the difference between the Outstanding Balance of Principal on the Series AG Bonds and the amount of the Funds Available or the Funds Available for Settlement actually applied to the amortisation on the date in question.

The amounts received by the Fund as a result of executing the Warranty to pay for the amortisation of the Series AG Bonds shall be used for the payment of such amortisation without being subject to the Cash Flow Waterfall or the Settlement Cash Flow Waterfall.

Each time the Guarantee is called, the Fund Manager will notify the Directorate General of the Treasury and Financial Policy in writing, declaring the existence of a situation in which the funds available for amortisation or the funds available for settlement are insufficient pursuant to the preceding paragraphs and indicating the amount claimed for each item.

The payment, where applicable, of the amounts requested under the Warranty, will be made by the Directorate General for the Treasury and Financial Policy within ninety (90) days counting from the date of the reception of the written requirement of the Fund Manager by means of a payment into the Treasury Account.

The provision and granting of the State Warranty shall incur a one-off fee of one million, three hundred and sixty-eight thousand, nine hundred (1,368,900) euros, corresponding to 0.30% of the nominal value of the fixed-interest securities guaranteed.

Pursuant to the Resolution of 23 June 2005 of the General Directorate of the Treasury and Financial Policy, the Fund Manager shall notify the General Directorate of the Treasury and Financial Policy on each Payment Date of (i) the Outstanding Balance of the Loans and the anticipated amortisation rates in annualized terms for the last month, quarter and year, (ii) data on the accounts in arrears since the Fund formation date, (iii) the Outstanding Balance of principal of the Bonds in each Class or Series and (iv) the balance of the Reserve Fund, specifying the initial amount, the minimum amount required and the balance following the Payment Date.

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

The amounts paid by the State under the Guarantee shall constitute an obligation to the State on the Fund's behalf, pursuant to the Payment Priority Order and the Settlement Payment Priority order established in the Deed of Formation of the Fund and part 3.4.6. of this Additional Module.

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 Series AG Bonds, will be made on each of the following Payment Dates, until its total refund, and it will be charged to the Available Funds for settlement and the Available Funds for Amortisation, respectively, in accordance with the Cash Flow Waterfall of the Fund and the Settlement Cash Flow Waterfall, as applicable.

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 Warranty, must request another amount to pay the interest or principal of the Series AG Bonds, 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 Series AG Bonds have been fully amortised and in any event upon the Legal Final Maturity of the Fund.

The Series AG Bonds will be assigned a provisional rating of Aaa by Moody's and AAA by S&P on the Formation Date. These ratings were assigned by the rating agencies without considering the Spanish government's guarantee in their analyses.

3.4.7.3. Financial brokerage contract.

Finally, the Fund Manager, on behalf of the Fund, will reimburse “la Caixa” for the financial brokerage activities performed which have enabled the definitive financial transformation of the Fund’s activity, the acquisition of the Non-mortgage Loans, the subscription by the Fund of the Mortgage Transfer Certificates, and the satisfactory rating of each Class or Series of Bonds.

The remuneration paid to “la Caixa” under this heading consists of a variable, subordinated amount that is subject to the difference between the annual income and expenses, according to the Fund's official accounting records, less any negative tax bases from previous tax years which may be used to compensate 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 Margin (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 “la Caixa”.

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

The Assignor of the securitised Loans is CAIXA D’ESTALVIS I PENSIONS DE BARCELONA, “*la Caixa*”.

Corporate address: Avenida Diagonal, 621-629, 08028 Barcelona, Spain

Fiscal identification number: G-58899998

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“la Caixa” was founded in 1990 following the merger of Caja de Pensiones para la Vejez y de Ahorros de Cataluña y Baleares, founded in 1904, and Caja de Ahorros y Monte de Piedad de Barcelona, founded in 1844. As such, it is the legitimate universal successor of their legal status inasmuch as its nature, purpose, rights and obligations are concerned. It is registered under entry number 1 in the Catalunya Register of Savings Banks, attached to the Directorate General of Financial Policy of the Department of Finance and the Economy of the Generalitat de Catalunya. On 16 November 1990 it was registered under number 3003 in the Barcelona Companies

Register, volume 20.397, folio 1, page B-5614, entry number 1. It is registered in the Special Register of Savings Banks maintained by the Bank of Spain under code number 2100. "la Caixa" is a member of the Savings Bank Deposit Guarantee Fund.

By virtue of its foundational origin, it is a financial entity of a non-profit, charitable and social nature, with a private trust, independent of any enterprise or entity.

The **purpose** of "la Caixa" is to promote savings under authorised schemes, to do charitable social work and to invest funds in safe and profitable assets.

The Articles of Association of "la Caixa" were approved by the Department of Finance and the Economy of the Generalitat de Catalunya. The **basic goals** indicated in those Articles are:

- To foster savings as an individual economic manifestation in the general interest.
- To foster welfare in general as a manifestation in the interest of both individuals and groups.
- To provide financial and other services of interest to society.
- To finance and support charitable and/or social activities.
- To develop the organisation in such a way as to achieve its goal most appropriately.

"la Caixa" is formed by the banking business and the diversification business. "la Caixa" controls 79.97% of Criteria CaixaCorp, S.A. Criteria CaixaCorp, S.A. concentrates practically the entire shareholdings of the equities portfolio and is in charge of putting the investment strategy of "la Caixa" into practice. The banking business is made up of banking, financial and insurance entities, who specialise in complementing the products and services offered by the "la Caixa" and provides a structure for carrying out the multi-channel management strategy. On the other hand, the diversification business includes the strategic or financial-type investments, aimed at diversifying the sources of revenue of "la Caixa", taking advantage of opportunities in terms of value and participating in the development of companies who offer basic services for society. According to their activities, they have divided into five areas or groups: services, banking and insurance, property, leisure and venture capital.

Likewise, "la Caixa" undertakes its social activities in five fields of action: social, educational, cultural, scientific and environmental. Firstly, the social programmes aimed at contributing to the alleviation of social deficit situations should be highlighted. Among the aims of the educational programmes is that of bringing young

people closer to science, art and the new technologies. The cultural, science and environmental programmes complete the institution's activities. In each of these fields, the social activities present initiatives aimed at the whole of society.

What follows is financial information for the "la Caixa" Group referring to the third quarter of 2008 and a comparison with the year before. The information at 30 September 2008 and 30 September 2007 was prepared pursuant to International Financial Reporting Standards (hereinafter "*IFRS*") applicable according to EC Regulation 1606/2002 and the Bank of Spain's Circular 4/2004.

“la Caixa” GROUP FINANCIAL INFORMATION AS OF 30-09-2008 AND 30-09-2007

Amount in millions of euros			
BALANCE SHEET	30.09.08	30.09.07	%
Total assets	263,224	239,616	9.9
Customer loans (gross)	173,857	155,502	11.8
Customer resources	211,599	191,416	10.5
Other resources managed for customers	26,805	29,907	-10.4
Net equity	20,183	16,106	25.3
Shareholders' Equity (including undistributed profits)	15,437	12,222	26.3
INCOME STATEMENT	30/09/08	30/09/07	%
Brokerage margin	2,995	2,660	+12.6
Recurrent ordinary margin	4,829	4,240	+13.9
Recurrent operating margin	2,482	2,187	+13.4
Recurrent profit after taxes	1,773	1,491	+18.9
Recurrent profits for the group	1,571	1,466	+7.0
Total profits for the group	1,571	1,826	-14.0
RELEVANT RATIOS (%)	30/09/08	30/09/07	
ROE (attributed recurrent profits/average equity)	16.3	19.7	-3.4
ROA (net recurrent profits/average total assets)	1.0	1.0	0.0
RORWA (net recurrent profits/average assets risk-weight assets)	2.0	1.6*	0.4
Recurrent Efficiency ratio	42.2	42.7	-0.5
Recurrent Efficiency ratio with amortisations	49.0	49.2	-0.2
Delinquency rate	1.69	0.41	1.28
Coverage rate	106.0	370.5	-264.5
CAPITAL RATIOS (BIS II REGULATIONS) (%)	30/09/08	30/09/07	
Solvency Coefficient (BIS II Ratio)	12.0	10.7*	1.3
Core capital	8.8	6.4*	2.4
TIER 1	10.4	8.2*	2.2
ADDITIONAL INFORMATION	30/09/08	30/09/07	%
Number of employees			
La Caixa	25,341	23,883	6.1
Rest of the Group	2,399	2,057	16.6
Number of offices			
La Caixa	5,577	5,282	5.6

*Data calculated according to Basel I

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

Not applicable.

3.7 SERVICER, CALCULATION AGENT OR SIMILAR

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

"FONCAIXA FTPYME 2, 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 act as the Servicer and legal representative of the Fund FONCAIXA FTPYME 2, FTA, pursuant to the provisions of Royal Decree 926/1998, dated 14 May, which regulates asset securitization Funds and the managers of asset securitization Funds.

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

The Fund Manager, as the manager of unrelated business, shall also represent and defend the interests of the bondholders and of the rest of the ordinary creditors of the same. Consequently, the Fund Manager will 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 will 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.

3.7.1.1. Administration and representation of the Fund

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

- (i) Manage the Fund with the objective that its 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 this Prospectus.

- (v) Extend or modify the contracts signed on behalf of the Fund to allow the Fund to operate in the terms set out in the Deed of Formation and this Prospectus, provided that this is allowed under the laws in force at all times, that authorisation is obtained from the competent authorities as needed, that the Rating Agencies are notified and that neither the interests of the Bondholders are 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 this Prospectus, as long as this is allowed by the legislation in force at any given time, authorisation is obtained from the competent authorities, if necessary, and the Ratings Agencies are notified and the interests of the Bondholders are not jeopardised. In the event of subcontracting, delegation or replacement of functions or participants, as appropriate, in accordance with the provisions set forth in this prospectus and the deed of formation, and having complied with the requirements established, and especially providing that the interests of the bondholders are not harmed and the rating of the Bonds has not fallen, the fund manager must immediately notify the participants of any issue that could subsequently arise with regard to a possible later modification of the rating awarded to the Bonds which results from the foregoing subcontracting, delegation or replacement in order to immediately rectify this. In particular, should the Assignor default on its obligations as the administrator of the Loans, the Fund Manager will 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 and the Amortisation Account and ensure that the amounts deposited therein earn the yields agreed in the respective contracts.
- (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.
- (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 Small and Medium-Sized Companies, on each Payment Date, the Outstanding Balance of Principal of the Series AG Bonds and, if applicable, the early amortisation dates and non-preset amounts affecting 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 Agencies, the CNMV or any other supervisory body.
- (xv) Prepare and submit to governing bodies all documents and information which 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 settlement of the Fund, including the decision to settle the fund early and to redeem 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 and Class 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) To provide the Bondholders, CNMV and Rating Agencies any and all information and notices required by law.

The Fund Manager will have all the documentation and information necessary in accordance with the Deed of Formation and the Prospectus available for the public.

3.7.1.2. Resignation and substitution of the Fund Manager

Substitution of the Fund Manager

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

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 written request to the CNMV, in which it is stated the designation of the Fund Manager to substitute. The said document shall be accompanied by another one from the new Fund

Manager in which it declares its acceptance of such duties and incorporates the corresponding authorisation.

- (ii) The authorisation of the substitution on the part of the CNMV will be conditioned by the fulfilment of the following requirements:
 - a) The delivery to the new management company of the accounting and electronic registries by the substituted 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 ratings assigned to the Bonds by Rating Agencies shall 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 imputed to the Fund.
- (v) The substitution shall be published, in a period of fifteen days, by means of an advertisement placed in two newspapers of national circulation and in the bulletin of the organised secondary market where the bonds issued by the Fund are listed. Likewise, the Fund Manager should notify the Rating Agencies of the substitution.

In the case of mandatory replacement,

- (i) When the Fund Manager is declared in receivership, it should proceed to find a Fund Manager to replace it, in accordance with that foreseen by the above paragraph.
- (ii) Provided that 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 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 conformity with the foreseen regime of the prior paragraphs of this section. The replacement fund management company shall subrogate the rights and obligations that, as regards the Deed of Formation and this Prospectus, correspond to the Fund

Management Company. Likewise, the Fund Manager should hand over to the substituting Fund Manager as many documents and accounting and computer registries to the Fund as are in its power and possession.

3.7.1.3. Subcontracting

The Fund Manager shall be authorised to subcontract or delegate to third parties of recognised solvency and capacity the rendering of any of the services that must be performed in the course of its duties as legal representative and Servicer of the Fund, in accordance with that established in the Deed of Formation and in this Prospectus, provided that the subcontractor or delegate has waived the right of any action of demand of responsibility against the Fund. In any case, subcontracting or delegation of any service: (i) may not involve any additional cost or expense to the Fund, (ii) must be legally possible, (iii) will not give rise to a downgrade in the rating granted to any of the Classes or Series of Bonds by the Rating Agencies, and (iv) will be notified to the CNMV, with the prior authorisation of this body whenever legally required. Notwithstanding any subcontracting or delegation, the Fund Manager will not be exonerated or released through such subcontracting or delegation of any of its responsibilities assumed by virtue of the Deed of Formation or the Prospectus that are attributable or demandable by law.

3.7.1.4. 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, equivalent to a fixed sum plus a variable sum calculated on the Outstanding Balance of Payments of the Bonds on the Payment Date immediately prior. 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 foregoing section 3.7.1.2, 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

“la Caixa”, 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. The relationship between “la Caixa” and the Fund, represented by the Fund Manager, in so far as the custody and administration of the Loans and the deposit of the Mortgage Transfer Certificates are concerned, is regulated in the Administration Agreement.

“la Caixa” shall accept the mandate received from the Fund Manager in the Administration Agreement. Within the framework of its mandate, “la Caixa” may take any actions it considers reasonably necessary or appropriate, employing the same diligence and procedures to recover the 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 parts c) and d) of articles 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 part (c) above and a certificate of the registration and existence of the mortgage in the register. “la Caixa” 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 “la Caixa” in the procedure instigated by the latter or initiates a process of mortgage foreclosure, 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 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 under the best terms that have been offered to the Fund Manager.

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

In the event of breach of the payment obligations derived from the Non-Mortgage Loans by the Obligor, the Fund Manager, acting in representation of the Fund, shall have the right to executive action against said Obligors, in accordance with the processes set forth for said procedure in the Civil Procedure Code. 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 will 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 Administration, by reason of its mandates, undertakes as follows:

- (i) To exercise the administration and management of the Loans acquired by the Fund under the terms of the regime and ordinary procedures of administration and management set forth in section 2.2.7 of this Supplemental Addendum and as an appendix to 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 administrator of the Loans and as repository of the corresponding contracts; specifically in accordance with the provisions of articles 1,730 and 1,780 of the Civil Code and 276 of the Commercial Code.

3.7.2.1. Regime and ordinary procedures of administration and management of 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 will keep all deeds, contracts, documents, and data files relative to the Loans and will 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 will 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 it, the Servicer will facilitate, at no charge, and within fifteen (15) Business Days following the request, a copy or photocopy of any of the said deeds, contracts and documents.

2. Collections Management

The 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 should make is collected in accordance with the contractual terms and conditions of the Loans.

Payment by the Fund Servicer of the amounts received through the Loans that it administers shall be made in the manner described in part 3.4.5. above.

3. Setting the Interest Rate.

For Loans with a variable interest rate, the Servicer will continue to set the interest rates as established in the loan agreements, making the pertinent notifications in this regard.

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 Assignor shall send information to the Fund Manager on the previous month's portfolio, movements and the repayment 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 will be authorized to allow substitutions in the position of the Obligor in the Loans contracts, exclusively in the cases where the characteristics of the new Obligor are similar to those of the old and they 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 Formation Deed and in part 2.2.7. of the Supplemental Addendum, and providing 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 Notes by the Rating Agencies.

With regard to the Mortgage Loans, the Obligor may instigate the subrogation of the Servicer in the aforementioned Mortgage Loans under the protection of 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.

Notwithstanding the foregoing, the Fund Manager may, as the manager of third-party businesses and in response to the requests of the Obligors made to the Servicer either directly through the exercise of Law 2/1994, give instructions to the Servicer or

authorise it in advance to agree with the Obligor under the terms and conditions that it deems fit in accordance with the requirements set forth in this section on the re-mortgaging of the Loan in question, either by renegotiating the interest rate or extending the maturity date, but never beyond the Final Maturity Date.

In particular, as regards the following:

a) Renegotiating of the interest rate

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

Without prejudice to that which will be determined next, all renegotiation of the interest rate signed by the Servicer, will take place only with the prior written consent of the Fund Manager, in representation of the Fund. The Servicer should request said consent of the Fund Manager as soon as it is aware that a Obligor requests a renegotiation. However, the Fund Manager shall initially authorise the Servicer to strike up and to accept renegotiations of the interest rate applicable to the Loans, requested by the Obligor, without the need for prior consent of the Fund Manager, subject to the following requirements of generic qualification:

- i) Without prejudice to the provisions determined in the following section ii), 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 credits and loans. For these purposes, the rate of interest shall be taken as the market rate of interest offered by credit institutions in the Spanish market for loans and credits of a similar amount and featuring conditions that are similar to the Loan.
- ii) Notwithstanding that established in the prior paragraph, the Servicer no longer will be able to realise future renegotiations of interest rate of the Loans that it administers if on a Determination Date, the average adjusted interest rate of the Loans turns out to be less than the three-month (3) Euribor rate plus 0.50%.
- iii) The renegotiation of the interest rate applicable to a loan shall under no circumstances be modified to a variable rate of interest with a reference index that is different to the interest rate reference indexes that the Servicer uses for the loans or credits extended.

b) Extension of the maturity date

The date of final maturity or of the last amortisation of the Loans can be extended 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 date, should act in relation to said extension always with the interests of the Fund in mind.
- ii) The amount that is the sum of the capital or principal of the Loans assigned to the Fund over which a deadline extension of the deadline occurs shall not exceed 10% of the Initial Balance of all the Loans assigned to the Fund.
- iii) The extension of the due date for any particular Loan may be carried out so long as the following requirements are met:
 - (a) In all cases, the frequency of the instalment of interest and the amortisation of the capital or principal of the Loan is maintained or increased, while maintaining the same amortisation system.
 - (b) That the new final maturity date or date of final amortisation will, at the latest, be 01.03.47.

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 registry 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. Extension of the mortgage.

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

- a) the extension of the mortgage to include other assets that are sufficient to cover the ratio between the value of the property and the loan or credit it guarantees; or
- b) The repayment of the entire mortgage loan or the part that exceeds the amount resulting from applying the percentage initially used to determine the amount of the current valuation.

If the Obligor does not extend the mortgage or repay the percentage of the Mortgage Loan referred to in the preceding paragraph within two (2) months of being requested to do so, it will be understood that the Obligor has chosen to repay the total amount of the Mortgage Loan. Said payment shall be immediately demanded by the Servicer.

8. Action against Obligor 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 Obligor.

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 Obligor 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 Article 517 and the following of the Civil Procedure Act.

For the foregoing purposes and for the purposes of the provisions set forth in articles 581.2 and 686.2 of the Civil Procedure Act, as well as wherever necessary, the Fund Manager in the Formation Deed bestows power of attorney as broad as may be required by law in favour of "la Caixa" 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, demand, through any judicial or extra-judicial means, that the Obligor of any of the Loans pay its debt and take legal action against the 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:

- i) Exercise any judicial or extra-judicial actions that may correspond to the Fund before the Obligor.
- ii) 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 had transpired since the oldest date of default, without the Obligor having resumed payments or without any restructuring, and the Servicer had not filed a suit for enforcement, without sufficient justification, then the Fund Manager, in representation of the Fund, will 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 will facilitate to the Fund Manager 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.

9. 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. “la Caixa” 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.

10. 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.

11. 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 shall not in any case involve any additional cost or expense for the Fund or the Fund Manager, and shall not cause a lowering of the rating granted to each of the Class or Series of Bonds by the Rating Agencies. 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 Administration Contract or that are legally attributable or demandable to it.

12. Notifications

The Fund Manager and the Assignor have agreed not to notify the obligors of the assignment. Notification is not a prerequisite for the validity of the assignment of the mortgage and non-Mortgage Loans or for the issue of the Mortgage Transfer Certificates.

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

However, in the event of bankruptcy or any indication of receivership by the Bank of Spain, of liquidation or replacement of the Servicer, or if the Fund Manager considers it reasonably justified, the Fund Manager may require the Servicer to notify the Obligors (and where appropriate, third-party guarantors and insurance companies) of the transmission of the outstanding Loans to the Fund and of the fact that the payments associated therewith will only release them from their obligations if made to the Treasury Account open in the Fund's name. However, both in the event that the Servicer fails to notify the Obligors (and, in turn, 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 of the Servicer, 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). The Fund Manager will issue the notice as quickly as possible.

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

3.7.2.2. Term and substitution

The services will be rendered by the Servicer until, once the totality of the Loans acquired by the Fund are amortized, the obligations assumed by the Servicer, as Assignor of these, are extinguished, or when the liquidation of the Fund is concluded, without prejudice to the possible early revocation of its mandate in conformity with the terms set forth below.

Mandatory replacement: In the event of bankruptcy of the Servicer or intervention by the Bank of Spain, or if the Fund Manager verifies a breach by the Assignor, as Servicer of the Loans, of the obligations that the Administration Agreement imposes on this party, or in the event of the decrease or forfeiture of the credit rating of the Servicer or change in their financial situation that, in the opinion of the Fund Manager, entails detriment or risk for the financial structure of the Fund or the rights and interests of the Bondholders, in addition to requesting the Servicer to comply with its obligations through the Administration Agreement, the Fund Manager shall proceed to carry out the following if they are legally entitled to do so and following communication to the Ratings Agency:

- (i) replace the Assignor as Servicer of the Loans;
- (ii) require the Assignor to subcontract or delegate the carrying out of the obligations and commitments assumed in the Administration Contract to

another entity which, in the opinion of the Fund Manager, has adequate technical capacity to carry out these functions;

- (iii) underwrite the totality of the Servicer's obligations through a third party entity with a credit qualification and rating that is sufficient;
- (iv) 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 obligations set forth in the Administration Contract or, if appropriate, in a new administration contract.

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

The new Servicer of the Loans shall, where applicable, be appointed by the Fund Manager after consulting with the competent administrative authorities and communication said appointment to the Rating Agencies. 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 said replacement, provided that the Assignor has found an entity to take over its administration functions and has communicated said replacement to the Rating Agencies.

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 Rating Agency does not confirm the provisional ratings of each of the Class as final before the Subscription Date.

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

3.7.2.3. Responsibility of the Servicer and indemnification

In no case will the Servicer have any responsibility 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, or in relation to the obligations of the Obligors derived from the Loans. This is without prejudice to the responsibilities assumed by it in the Formation Deed as Assignor of the Loans acquired by the Fund.

In accordance with that set forth in Royal Decree 926/1998 and in Law 19/1992, the Bondholders will run the risk of default on the Loans. As such, the Assignor does not assume any liability 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 executive action against “la Caixa” as issuer of the Mortgage Transfer Certificates for the effectiveness of the due dates of the Mortgage Transfer Certificates for principal and interest, when the breach of the payment obligation on said concepts is not a consequence of the failure to pay by the Obligors of the Mortgage Loans. Furthermore, the Fund Manager shall be entitled to take the pertinent actions for the effectiveness of the due dates of the non-Mortgage Loans when the non-compliance is not the consequence of non-payment by the obligors of the non-Mortgage Loans, pursuant to the provisions of part 3.7.2. of this Supplemental addendum and the terms of this section.

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

3.7.2.4. Remuneration of the Servicer

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

If the Assignor is replaced as the Servicer, the corresponding Servicing Fee, which may be higher, would be moved to number (i) (one) of the Cash Flow Waterfall of the Fund described in section 3.4.6. above.

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

“la Caixa” is the Fund’s counterparty in the operations listed below:

- (i) Treasury Account: Account opening contract at guaranteed interest rate (treasury account). Description in section 3.4.4.1 of this Supplemental Addendum
- (ii) Amortisation Account: Account opening contract at guaranteed interest rate (amortisation account). Description in section 3.4.4.2 of this Supplemental Addendum
- (iii) Loan for Initial Expenses: Loan contract for initial expenses. Described in section 3.4.3.1 of this Supplemental Addendum
- (iv) Interest Rate Swap: Interest Rate Swap Agreement. Described in section 3.4.7.1 of this Supplemental Addendum.

The data on “la Caixa” and its activities are contained in section 5.2. of the Registration Document, in section 3 of the Prospectus Schedule, and in section 3.5. of the Supplemental Addendum.

4. POST ISSUE INFORMATION

4.1 DUTIES AND FORECAST DEADLINES FOR MAKING THE PERIODIC INFORMATION ON THE FINANCIAL-ECONOMIC SITUATION OF THE FUND AVAILABLE TO THE PUBLIC AND FOR SUBMISSION OF SAME TO THE COMISIÓN NACIONAL DEL MERCADO DE VALORES

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 covered between the Determination Date and a maximum of three (3) Business Days following each Payment Date, the Fund Manager shall proceed to communicate to the Bondholders 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 term of the Bonds with the hypothesis of maintaining said early repayment rate on the Loan principal and with the rest of the hypotheses set forth in part 4.10 of the Prospectus Schedule;
 - (iii) The Outstanding Balances Principal, following the amortisation to be settled on each Payment Date of each Bond Series, and the percentages that said Outstanding Balances Principal represent over the initial face value of the Bonds.
 - (iv) If appropriate, the Bondholders shall be informed of the amounts of interest and redemption accrued but unpaid due to a shortage of Available Funds, in accordance with the Priority Payment Rules.

The previous notifications will be likewise communicated to Iberclear, CNMV, Paying Agent, AIAF and the Ratings Agencies 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 will issue a report containing:
- (i) A report on the portfolio of Loans pooled into the Fund, the balance of the Amortisation Account and the Treasury Account, the balance, the profit and loss account, the auditor's report and an appendix specifying the accounting principles applied.
 - (ii) 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 unpaid accrued interest on 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, as well as the balance of the Amortisation Account and the Treasury Account, and the relevant information on the Fund and the incorporated Loans.

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) and on the websites of the Lead Manager, the Subscribing Entity and 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 Rate on the Series of Bonds applicable to the first Accrual Period of Interest and the definitive margins applicable to each class of Bonds, 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 Bonds, the Fund and the Fund Manager itself, which could influence the trading of the Bonds in an appreciable manner 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 holders of the bonds of the possible decision of Early Redemption of the Bonds for any of the reasons set forth in this Prospectus. In this event, the fund manager will forward the notarised deed of liquidation to the CNMV along with an indication of the settlement procedure followed.

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

4.1.3. Procedure for notifying Bondholders.

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

1. Ordinary notifications.

The ordinary notifications shall be 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 Management Company 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, Bridge Telerate, Bloomberg or any other of similar characteristics.

2. Extraordinary notifications.

Extraordinary notifications must be made through publication in the AIAF bulletin or any other medium accepted by the market. 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).

Under exceptional circumstances, for the first Interest Accrual Period, the Nominal Interest Rate for Bonds in each of the Series shall be communicated to the Subscribing Entity in writing by the Fund Manager prior to the Subscription Date. The Fund Manager shall likewise notify the CNMV, the payment agency, 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 Rating Agencies.

The Fund Manager shall provide Rating Agencies 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 may be a modification to the conditions of the Fund or to the contracts approved through the Fund Manager or to the interested parties.

Xavier Jaumandreu Patxot, on behalf of GESTICAIXA, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A. as its Managing Director, has signed this Prospectus on 7 November 2008.

GLOSSARY OF DEFINITIONS

“Servicer” means the entity responsible for the custody and administration of the Loans and for holding the titles representing the Mortgage Transfer Certificates on deposit pursuant to the Administration Agreement, i.e., “la Caixa”.

“Rating Agencies” mean Moody’s Investors Service España, S.A. and Standard & Poor’s España, S.A.

“Paying Agent” means the entity that provides the financial services for the Bonds. The Paying Agent will be “la Caixa”.

“Early Amortisation” means the redemption of the Bonds on a date before the Final Due Date in the Cases of Clean-up call of the Fund in conformity with the requirements established in part 4.4.3 of the Registration Document.

“Auditor” means the auditor of the Loan portfolio, in this case, Deloitte, S.L.

“Self-employed” means any Obligor who is a physical person who carries out his activity on his own behalf.

“Warranty” or “State Warranty” means the guarantee granted by the State pursuant to the provisions of the Resolution. The Warranty will guarantee payment of the principal and interest on the Series AG Bonds.

“Class A Bonds” or “Class A” the Series AS and AG Bonds issued against the Fund for a total face value of nine hundred and ninety million (990,000,000) euros, composed of nine thousand, nine hundred (9,900) bonds with a face value of one hundred thousand (100,000) euros each. They are provisionally rated Aaa by Moody’s and AAA by S&P.

“Class B Bonds” or “Class B” means the bonds issued against the fund for a total face value of twenty-seven million, five hundred thousand (27,500,000) euros, composed of two hundred and seventy-five (275) bonds with a face value of one hundred thousand (100,000) euros each. They are provisionally rated A3 by Moody’s and AA by S&P.

“Class C Bonds” or “Class C” means the bonds issued against the Fund for a total face value of eighty-two million, five hundred thousand (82,500,000) euros, composed of eight hundred and twenty five (825) bonds with a face value of one hundred thousand (100,000) euros each. They are provisionally rated Baa3 by Moody’s and BBB by S&P.

“Class D Bonds” or “Class D” means the bonds issued against the Fund for a total face value of seventy-six million, four hundred thousand (76,400,000) euros, composed of seven hundred and sixty-four (764) bonds with a face value of one hundred thousand (100,000) euros each. They are provisionally rated C by Moody’s and CCC by S&P. The function of Class D is to obtain financing for the Reserve Fund.

“Series AG Bonds” or “Series AG” means the bonds guaranteed by the State issued against the fund for a total face value of four hundred and fifty-six million, three hundred thousand (456,300,000) euros composed of four thousand, five hundred and sixty-three (4,563) bonds with a face value of one hundred thousand (100,000) euros each. They are provisionally rated Aaa by Moody’s and AAA by S&P.

“Series AS Bonds” or “Series AS” means the bonds issued against the fund for a total face value of five hundred and thirty-three million, seven hundred thousand (533,700,000) euros composed of five thousand, three hundred and thirty-seven (5,337) bonds with a face value of one hundred thousand (100,000) euros each. They are provisionally rated Aaa by Moody’s and AAA by S&P.

“Bonds” means the Class A bonds composed of Series AS and AG, Class B bonds, Class C bonds and Class D bonds, issued by the fund.

“Amount Available for Amortisation” means the amount allocated to the amortisation of the principal of the Class A, B, C and D bonds.

“Assignor” means “la Caixa” or “Caixa d’Estalvis i Pensions de Barcelona”, assigner of the Loans.

“Mortgage Transfer Certificates” means the negotiable securities whereby the Mortgage Loans are assigned to the Fund, pursuant to the provisions in the Fifth Additional Provision of Act 3/1994 in the drafted version contained in Act 41/2002, Act 2/1981 and Royal Decree 685/2007.

“CET” means Central European Time.

“Class” or “Classes” means the Bonds of the corresponding Class.

“CNAE” means National Classification of Economic Activities.

“CNMV” means the Comisión Nacional del Mercado de Valores.

“Administration Agreement” 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 “la Caixa”, which regulates the custody and administration of the Loans and the deposit of the titles representing the Mortgage Transfer Certificates.

“Paying Agency Contract” means the contract that regulates the financial service of the Bonds and which is entered into between the Fund Manager, on behalf of and representing the Fund, and “la Caixa”, as the Paying Agent.

“Guaranteed Interest Rate Deposit Contract (Treasury Account)” or ***“Treasury Account Contract”*** means the guaranteed interest rate deposit contract (Treasury account) to be signed by the Fund Manager on behalf of the Fund and “la Caixa” on the Fund’s Formation Date.

“Guaranteed Interest Rate Deposit Contract (Amortisation Account)” or ***“Amortisation Account Contract”*** means the guaranteed interest rate deposit contract (Amortisation account) to be signed by the Fund Manager on behalf of the Fund and “la Caixa” on the Fund’s Formation Date.

“Management and Subscription Contract for the Bond Issue” means the management and subscription contract for the Bond Issue entered into between the Fund Manager, on behalf of and representing the Fund, and “la Caixa”, as the Lead Manager and the Subscribing Entity.

“Financial Brokerage Contract” means the contract which regulates the payment by the Fund Manager, on behalf of the Fund, to “la Caixa” for the financial brokerage activities performed which have enabled the definitive financial transformation of the Fund’s activity, the acquisition of the Loans and the rating of each one of the Bond classes.

“Financial Swap Agreement” or ***“Financial Interest Swap Agreement”*** means the contract entered into between the Fund Manager, on behalf of and representing the Fund, and “la Caixa” on the Fund’s Formation Date, whereby the Fund will make payments to “la Caixa” calculated on the Loan interest rates, in exchange for which “la Caixa” 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 3.4.7.1 of the Supplemental Addendum.

“Loan Agreement for Initial Expenses” means the subordinate mercantile loan to be signed on the Fund’s Formation Date between the Fund Manager, on behalf of and representing the Fund, and “la Caixa” for a total amount of one million, eight hundred thousand (1,800,000) 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.

“Framework Agreement” means the framework agreement on collaboration between with the Ministry of Industry, Tourism and Commerce and the Credit Institutions to set the credits susceptible to assignment to the asset securitisation funds that are created to favour business financing, in accordance with Appendix II of Order PRE/3/2007, dated 10 January 2007.

“Amortisation Account” means the financial account opened in the Fund's name at “la Caixa” pursuant to the Guaranteed Interest Rate Deposit Contract (Amortisation Account) into which the Fund Manager, on behalf of the Fund, will deposit, on each Payment Date during the first twenty-four (24) months following the Formation Date, the amounts allocated to the amortisation of the Bonds during that period.

“Treasury Account” means the financial account opened in the fund’s name at “la Caixa” pursuant to the Guaranteed Interest Rate Deposit Contract (Treasury Account) where all deposits and payments to the Fund 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 companies and business persons with registered offices in Spain, 98% of which are small and medium-sized enterprises that satisfy European Commission Recommendation 2003/361/EC, dated 6 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 TARGET (*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 amortising each one of the Classes A, B and C, 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 a face value equal to one billion, one hundred and seventy-six million, four hundred thousand (1,176,400,000) euros, composed of eleven thousand, seven hundred and forty-six (11,764) bonds with a face value of one hundred thousand (100,000) euros each, pooled into the following classes: Class A, composed of Series AS and AG, Class B, Class C and Class D.

“Issuer” means FONCAIXA FTPYME 2, FONDO DE TITULIZACIÓN DE ACTIVOS.

“Lead Manager” means “la Caixa”.

“Subscribing Entity” means “la Caixa”.

“Deed of Formation” means the public deed of formation of the Fund, the assignment to the Fund by “la Caixa” 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 dates by a panel composed of 48 Banks that are among the most active in the Euro zone. The rate is quoted based on the calculation of the calendar days to maturity and on a 360-day year, and it is fixed at 11:00 AM (CET) and carried to three (3) decimal positions.

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”**);

“Assignment Date” means the date of assignment of the Loans to the Fund, i.e., 13 November 2008, which coincides with the Formation Date.

“Collection date” means all days on which the Obligors pay Loan amounts.

“Formation Date” means date on which the Deed of Formation is signed, i.e., 13 November 2008.

“Disbursement Date” means 17.11.08, the date on which the cash amount for subscription of the Bonds must be paid and on which the face value of the subscribed Non-Mortgage Loans and Mortgage Transfer Certificates must be paid.

“Determination Date” means, for each Interest Accrual Period, the third Business Day prior to the Payment Date that sets the start of the corresponding Interest Accrual Period. For the first Interest Accrual Period, the determination date of the Reference Interest Rate shall be the second Business Day prior to the Closing Date.

“Interest Rate Fixing Date” means the second-to-last business day before each Payment Date. For the first Interest Accrual Period, the Reference Interest Rate shall be determined on the second Business Day prior to the Closing Date.

“Formalisation Date” means the date on which each of the Loans is formalised.

“Liquidation Date” or “Early Liquidation Date” means the date on which the Fund Manager liquidates the Fund as a consequence of any of the Early Liquidation Circumstances enumerated in section 4.4.3 of the Registration Document.

“Payment date” means 15 January, April, July and October 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 15.01.09.

“Subscription Date” means the date of subscription of the Bonds, i.e., 14 November 2008, the Business Day prior to the Closing Date.

“Final Maturity Date” means the day of final maturity, ordinary or early, of the Fund assets, viz., 1 March 2047.

“Legal Final Maturity” means forty.two (42) months after the maturity of the Fund’s asset with the longest maturity period, i.e., 1 September 2050.

“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.

“Fund” means FONCAIXA FTPYME 2, FONDO DE TITULIZACIÓN DE ACTIVOS.

“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 set up on the Closing Date and charged to the disbursement of the subscription of Class D Bonds for an amount equal to seventy-six million, four hundred thousand (76,400,000) euros.

“Available Funds” means:

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

“Funds Available for Amortisation” means:

- a) The balance of the Amortisation Account on the Payment Date of 15.01.11 only.
- b) The Available Amount for Amortising withheld in the seventh order (7) of the Payment Priority Order on the corresponding Payment Date.

“Funds Available for Liquidation” means:

- a) The available Funds.

- b) The amounts that the Fund may obtain from the disposal of the assets corresponding to the Loans remaining in the Circumstances of Clean-up call.

“Initial Expenses,” means the expenses described to section 6 of the Prospectus Schedule.

“GestiCaixa” means GESTICAIXA, S.G.F.T., S.A.

“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 Net 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 Warantee 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” shall be one billion, one hundred and seventy-six million, four hundred thousand (1,176,400,000) euros.

“La Caixa” means Caixa d’Estalvis i Pensions de Barcelona.

“Bankruptcy Act” means Law 22/2003, dated 9th July, governing bankruptcy, in its current wording.

“Law 19/1992” means Law 19/1992 of 7th July on the Regulation of Real Estate Investment Funds and Companies and Mortgage Securitisation Funds, in its current wording.

“Law 2/1981” means Law 2/1981 of 25th March on the Regulation of the Mortgage Market, in its current wording.

“Law 2/1994” means LAw 2/1994 of 30th March on Subrogation and Modification of Mortgage Loans.

“Law 24/1988” means Law 24/1988 of 28 July on the securities market, in its current wording.

“Law 3/1994” means Law 3/1994 of 14th 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, in its current wording.

“Law 41/2007” means Law 41/2007, dated 7th 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.

“Clean-up call” means the settlement of the Fund and with it the early redemption of the Bond issue on a date prior to the Legal Final Maturity under the circumstances and pursuant to the procedures established in section 4.4.3 of the Registration Document.

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

“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” means the lesser of the following amounts:

- a) an amount equivalent to seventy-six million, four hundred thousand (76,400,000) euros.
- b) 13.90% of the Outstanding Balance of Series A, B and C.

Under no circumstances can the Minimum Level of the Reserve Fund be less than thirty-eight million, two hundred thousand (38,200,000) euros.

“Swap Notional” means the daily average of the Outstanding Balance of the Non-defaulted Loans on each Settlement Date during the prior Settlement Period of Party A plus the balance of the Amortisation Account on the Determination Date prior to the Settlement Date in question.

“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.

“Cash Flow Waterfall” means the order in which the Available Funds will 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 Settlement will be applied to the payment or withholding obligations of the Fund on the Settlement Date.

“Order PRE/3/2007, dated 10 January” means the Order dated 10 January 2007 regarding Agreements Promotion Asset Securitisation Funds to promote the financing of business, in its current wording.

“Determination Period” means the actual number of days between two consecutive Payment Dates, excluding in each Determination Period the initial Determination date and including the final Determination Date. The first Determination Period shall have a duration equal to the number of days elapsed between the Fund’s Formation Date, inclusive, and the first Determination Date, on 12 January 2009, exclusive.

“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, excluded.

“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 Swap Agreement.

“Loan for Initial Expenses” means the loan granted to the Fund by “la Caixa” on the Formation Date under the Loan Agreement for Initial Expenses.

“Loans” means both the Mortgage Loans and the Non-mortgage Loans.

“Defaulted Loans” means the Loans that (i) are unpaid on a date for an amount equal to or greater than twelve (12) months of delay in the payment of the overdue amounts or (ii) may be classified as in default by the Assignor or (iii) may be classified as in default by the Fund Manager because there is reasonable doubt about their full repayment.

“Mortgage Loans” means the loans with mortgage guarantees selected and assigned by “la Caixa” to the Fund by means of the issue of Mortgage Transfer Certificates and subscription to these by the Fund.

"Defaulted Loans" mean the Loans which are at a date of non-payment for a period greater than ninety (90) days' delay in the payment of due and payable amounts, up to a period less than or equal to twelve (12) months' delay in the payment of due and payable amounts.

"Non-Defaulted Loans" means those Loans not included in the definition of Defaulted Loans.

"Non-Mortgage Loans" means the loans without mortgage guarantees selected and assigned by "la Caixa" to the Fund. They are sold by "la Caixa" and acquired by the Fund.

"SMEs" or, singularly, "SME" means small and medium-sized enterprises.

"Royal Decree 685/1982" means Royal Decree 685/1982, dated 17 March, which develops certain aspects of Act 2/1981, dated 25 March, regulating the mortgage market, and certain aspects of Royal Decree 1289/1991, dated 2 August, which modified certain articles of the former decree, in its current wording.

"Royal Decree 926/1998" means Royal Decree 926/1998, of 14 May, which regulated asset securitisation funds and the managers of securitisation funds, in its current wording.

"Royal Decree 1310/2005" means Royal Decree 1310/2005, dated 4 November, which partially implements Law 24/1988, governing the Securities Market in issues of admitting securities for trading on official secondary markets, public offers for sale or subscription and the prospectus required for these purposes, in its current wording.

"Regulation 809/2004" means Commission Regulation (EC) number 809/2004, of 29 April 2004, pertaining to Directive 2003/71/EC of the European Parliament and of the Council as regards the information contained in prospectuses, as well as the format, incorporation by reference and publication of said prospectuses and advertising, in its current wording.

"Outstanding Balance" or "Outstanding Balance of Principal" means the total outstanding balance of principal of all Bonds in a class or series on a particular date.

"Net Outstanding Principal" means the outstanding principal, on a certain payment date, of each class of bonds before the amortisation corresponding to that Payment Date, less the amount accrued on the previous Payment Dates and deposited in the Amortisation Account for amortisation of the Bonds of the Class or Series in question.

"Initial Balance" means the sum of capital or principal pending maturity and the capital matured and not deposited of the Loans on the Formation Date.

“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 Balance of the Non-Defaulted Loans” means the sum of unmatured principal or capital and the matured principal or capital not paid into the Fund of each one of the Non-Defaulted Loans on any given date.

“Series” means the Bonds of the Corresponding Series.

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

“S&P” means Standard and Poor’s España, S.A.

“Early Liquidation Circumstances” are those listed in section 4.4.3 of the Registration Document.

“Swap” means Interest Rate Swap.

“ERR” means the early or prepaid rate of return as defined in section 4.10 of the Prospectus Schedule.

“Party B’s Interest Rate” means the Average Weighted Nominal Interest Rate of the Bonds, excluding Class D, for each of “la Caixa”’s Settlement Periods plus a margin of 0.50%.

“Reference Interest Rate” means, with the exception of the First Interest Accrual Period, the three-month (3) EURIBOR or, if this is replaced, as set forth in section 4.8.1.4 of the Prospectus Schedule.

“Nominal Interest Rate” means the result of adding (i) the Reference Interest Rate, rounded up to the nearest thousandth, plus (ii) the mark-up applicable to each Bond Series.

“Average Weighted Nominal Interest Rate of the Bonds” means the rate of interest that results from (i) the product obtained from multiplication of each of the Outstanding Balances of Principal of the Series of Bonds by the corresponding Nominal Interest Rate, established on each of the Determination Dates for each Series of Bonds, divided by (ii) the sum of the Outstanding Balances of Principal of the four 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 “la Caixa” on the Mortgage Loans.

