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**TDA IBERCAJA 3, Fondo de Titulización de Activos**  
**REGISTRATION DOCUMENT AND SECURITIES NOTE**  
**SECURITISATION BONDS**  
**EUR 1,007,000,000**

|          |                 | <i>Moody's</i> | <i>S&amp;P</i> |
|----------|-----------------|----------------|----------------|
| Series A | EUR 960,000,000 | Aaa            | AAA            |
| Series B | EUR 32,500,000  | A1             | A              |
| Series C | EUR 7,500,000   | Baa2           | BBB            |
| Series D | EUR 7,000,000   | Caa1           | -              |

*backed by Mortgage Participations and Mortgage Transfer Certificates issued by*



*Financial Agent*



*Lead Managers*



*Underwriting and Placement Agents*



*Design and structure*



*Securitisation Fund promoted and serviced by*  
**Titulización de Activos, S.G.F.T., S.A.**



**Prospectus approved and filed with the CNMV on 11 May 2006.**

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This document constitutes a prospectus (the "**Prospectus**") filed with the CNMV (Comisión Nacional del Mercado de Valores - Spanish Securities and Exchange Commission) on 11 May 2006, in line with Regulation (EC) N° 809/2004 dated 29 April 2004 ("**Regulation 809/2004**"), and comprises:

- a) A description of the main risk factors associated with the issuer, with the securities and with the assets backing the issue ("**Risk Factors**");
- b) a registration document, set out in accordance with Annex VII of Regulation 809/2004 ("**Registration Document**");
- c) a securities note, set out in accordance with Annex XIII of Regulation 809/2004 (the "**Securities Note**");
- d) an additional building block to the Securities Note, set out in accordance to Annex VIII of Regulation 809/2004 ("**Additional Building Block**"); and
- e) a glossary of terms.

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## **RISK FACTORS**

### **1. RISKS DERIVING FROM THE LEGAL STATUS AND BUSINESS OF THE ISSUER**

#### **1.1. Nature of the Fund and obligations of the Sociedad Gestora**

The Fund constitutes a separate fund without legal status that, pursuant to Royal Decree 926/1998, will be administered by a management company (hereinafter "Sociedad Gestora"). The Fund will only be liable for its obligations vis-à-vis its creditors with its assets.

The Sociedad Gestora will perform for the Fund those duties attributed to it in Royal Decree 926/1998, as well as safeguarding the interests of the Bondholders as the manager of third party funds, without there being any syndicate of Bondholders. Therefore the capacity to defend the Bondholders' interests depends on the means and resources of the Sociedad Gestora.

#### **1.2. Mandatory substitution of the Sociedad Gestora**

In accordance with article 19 of Royal Decree 926/1998, if the Sociedad Gestora is declared insolvent, without prejudice to the effects of such insolvency as described below, it will find another sociedad gestora to substitute it. Whenever in the circumstances envisaged four months have elapsed since the event requiring the substitution occurs and a new sociedad gestora that is prepared to take over the management has not been found, the Fund will be liquidated early and the securities it has issued will be redeemed, in accordance with the provisions of the Articles of Incorporation and this Prospectus.

#### **1.3. Insolvency of the Sociedad Gestora**

The insolvency of any of the parties involved (whether it be IBERCAJA, the Sociedad Gestora or any other counterparty entity of the Fund) could affect their contractual relations with the Fund as provided in the Ley Concursal 22/2003 of 9 July (Spanish Insolvency Act) (the "Ley Concursal").

In accordance with Royal Decree 926/1998, if the Sociedad Gestora is declared insolvent, it will find another sociedad gestora to substitute it.

Notwithstanding the foregoing, in the event of the insolvency of the Sociedad Gestora, any assets of the Fund that are in the possession of the Sociedad Gestora and with respect where to the latter has no right of use, surety or retention -except for money due to its fungible nature- and that form part of the latter's assets will be construed as belonging to the Fund, and the receivers in bankruptcy must deliver them at the Fund's request. Due to the nature of the asset securitisation transaction in question, and except in the event of a breach by the parties, no cash amounts will become part of the assets of the Sociedad Gestora because the amounts that constitute the revenues of the Fund must be deposited

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in the accounts opened on behalf of the Fund (Reinvestment Account, Treasury Account, and there may also be a Surplus Account) by the Sociedad Gestora (which is involved in opening such accounts not only as the agent of the Fund, but as its legal representative. Therefore the Fund would be entitled to absolute separation in this respect, in the terms set forth in articles 80 and 81 of the Ley Concursal).

In the event of the insolvency of IBERCAJA, the issue and sale of the Participations and Certificates may be returned only if an action for such return is pursued in which fraud is demonstrated to have existed in that issue and assignment in accordance with the provisions of the paragraph 4 of the Fifth Additional Provision of Ley 3/1994, of 14 April.

Similarly, in the event that IBERCAJA is declared insolvent under the Ley Concursal, the Fund, acting through the Sociedad Gestora, will be entitled to separation with respect to the Multiple Certificates, in the terms set forth in articles 80 and 81 of the Ley Concursal. Furthermore the Fund, acting through its Sociedad Gestora, will be entitled to secure from IBERCAJA the amounts derived from the Participations and the Certificates, because such amounts will be construed as the property of the Fund and, therefore, must be transferred to the Sociedad Gestora on behalf of the Fund. Nevertheless, it might not be possible to exercise such separation right with respect to the funds handled by the IBERCAJA, for the account and pursuant to the orders of the Fund, in its function of managing the collection of the Mortgage Loans and with respect to the money on deposit in the Reinvestment Account opened with IBERCAJA, in both cases as at the date the insolvency was declared, due to the fungible nature of money and the consequent asset confusion of assets. The mechanisms available for mitigating such risk are described in sections 3.4.4.1., 3.4.5. and 3.7.1.2.1. of the Additional Building Block.

#### **1.4. Restricted actions against the Sociedad Gestora**

The Bondholders and remaining creditors of the Fund will have no recourse against the Sociedad Gestora, other than from non-performance of its duties or non-compliance with the provisions of Articles of Incorporation and this Prospectus.

#### **1.5. Information sourced from third parties**

The Sociedad Gestora, acting for and on behalf of the Fund, has entered into contracts with third parties for the provision of services in relation to the Bonds and has entered into certain contracts in order to consolidate the financial structure of the Fund. These include the Participation and Certificate servicing service, the Initial Expenses Loan Contract, the Subordinated Loan Contract, the Interest Swap Agreement, the Financial Services Contracts, the Guaranteed Interest Rate Deposit Contract (Reinvestment Account) and the Bond Issue Management, Underwriting and Placement Contract.

The Bondholders' interests could be impaired if any of the aforementioned parties breaches the obligations acquired under any of the aforementioned contracts or agreements.

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## **2. RISK DERIVED FROM THE SECURITIES**

### **2.1. Liquidity.**

There is no guarantee that a minimum volume or frequency of Bond transactions will be forthcoming in the market.

There is no commitment that any entity will intervene in the secondary market, providing liquidity to the Bonds by offering itself as counterparty.

Furthermore, under no circumstances will the Fund be able to repurchase the Bonds from their holders, although the Bonds can be redeemed early in full in the case of early liquidation, under the terms established in section 4.4.3 of the Registration Document.

### **2.2. Yield of the Bonds**

The calculation of the internal rate of return (IRR) for the holder of each Bond that is stipulated in the Securities Note is subject to future market interest rates, given the floating nature of the Nominal Interest Rate of the Bonds of each Series.

### **2.3. Term of the Bonds.**

The calculation of the average life and the term of the Bonds of each Series mentioned in section 4.10 of the Securities Note is subject, inter alia, to Mortgage Loan early redemption and default rate hypotheses that might not be fulfilled. Fulfillment of the early redemption rate is influenced by a variety of demographic, economic and social factors, such as seasonality, market interest rates, the employment and financial situation of the Mortgagors and the general state of the economy, that make this unpredictable.

### **2.4. Default interest**

Under no circumstances will the delay of the payment of interest or repayment of principal to the Bondholders give rise to accrual of default interest in their favour.

### **2.5. Subordination of the Bonds**

According to the structure of the transaction, the Bonds of some Series rank after the Bonds of other Series in terms of the payment of the principal and interest. This provides protection for the Bonds of the non-subordinated Series. There is no certainty that these subordination rules will protect the holders of the Bonds of the non-subordinated Series from the risk of total loss.

The rules of subordination between the different Series of Bonds are established in the Payment Priority Order and in the Fund Liquidation Payment Priority Order set forth in sections 3.4.6.2. and 3.4.6.3., respectively, of the Additional Building Block.

### **2.6. Deferral of interest**

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According to this Prospectus and the other additional documentation regarding the Bonds, the payment of interest of the Series B and C Bonds will be deferred in certain circumstances set forth in section 3.4.6.2 of the Additional Building Block. The Series A Bonds are not subject to these deferral rules.

### **3. RISKS DERIVED FROM THE ASSETS BACKING THE ISSUE**

#### **3.1. Risk of default on the Mortgage Loans**

The Holders of the Bonds issued by the Fund will bear the risk of default on the Mortgage Loans pooled in the Fund through the issue of the Participations and the Certificates, always taking into account the protection offered by the credit enhancement mechanisms referred to in the Additional Building Block.

The Seller will not assume any responsibility whatsoever for non-payment by the Mortgagors, whether for principal, interest, or any other amount which the Mortgagors may owe under the Mortgage Loans. The Seller, to the same extent as in article 348 of the Commercial Code, will only be held liable vis-à-vis the Fund for the existence and legitimacy of the Mortgage Loans, as well as for the legal status with which it carries out the sale. Likewise, it will not be held liable, in any form whatsoever, for directly or indirectly guaranteeing the successful conclusion of this transaction, nor will it grant collateral or bank guarantees, nor will it enter into agreements to repurchase the Participations and the Certificates, whether pursuant to the Articles of Incorporation, or to this Prospectus, or to any other agreement or contract. All of this, without prejudice to the Seller being held liable (i) in relation to the commitment regarding the servicing of the Mortgage Loans, described in section 3.7.1 of the Additional Building Block and in the Articles of Incorporation, (ii) in relation to the substitution duty set forth in section 2.2.9. of the Additional Building Block, and (iii) in relation to the representations and warranties of the Seller to the Fund with respect to the Mortgage Loans set forth in section 2.2.8. of the Additional Building Block.

The Bonds issued by the Fund do not represent or constitute an obligation of IBERCAJA or of the Sociedad Gestora. No other guarantees have been granted by any public or private entities, including IBERCAJA, the Sociedad Gestora, and any other firm affiliated with or invested in by any of the above.

#### **3.2. Limited protection**

An investment in the Bonds may be affected, inter alia, by a worsening of the general economic conditions that have a negative effect over the payments of the Mortgage Loans that back the Fund issue. In the event that the level of default becomes high, the protection against loan portfolio losses afforded to the Series A, B, and C Bonds as a result of the existence of the credit enhancements described in the Additional Building Block could be reduced, or even exhausted.

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### **3.3. Risk of early redemption of the Mortgage Loans**

The Participations and the Certificates pooled in the Fund may be prepaid when the Mortgagors prepay the outstanding principal of the Mortgage Loans, or in the event of IBERCAJA being subrogated in the corresponding Mortgage Loans by another financial institution duly authorised for such purpose, subject to Act 2/1994, of 30 March, on the subrogation and amendment of mortgages loans, in its current wording ("**Ley 2/1994**"), or for any other reason having the same effect.

The risk of such early redemption will be transferred each quarter, on each Payment Date, to the Bondholders in accordance with the repayment rules set forth in section 4.9. of the Securities Note.

### **3.4. Risk of geographical concentration**

As detailed in section 2.2.2. of the Additional Building Block, the following Provinces account for the largest number of buildings mortgaged as security for the mortgage loans selected for sale to the Fund upon its incorporation, as a percentage of the outstanding principal: Madrid (35.74%) and Zaragoza (14.71%), representing a total of 50.75%.

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## **REGISTRATION DOCUMENT FOR MORTGAGE-BACKED SECURITIES**

### **(ANNEX VII OF COMMISSION REGULATION 809/2004)**

#### **PERSONS RESPONSIBLE**

##### **1.1. Persons responsible for the information given in the Registration Document**

Mr. Ramón Pérez Hernández, for and on behalf of TITULIZACIÓN DE ACTIVOS, S.G.F.T., S.A., with registered office at number 69, calle Orense, in Madrid, and with Tax Identification Number. A-80352750 (the "**Sociedad Gestora**"), the promoter of TDA IBERCAJA 3, FONDO DE TITULIZACIÓN DE ACTIVOS (the "**Fund**"), acting in his capacity as General Director of the Sociedad Gestora, by virtue of power of attorney of 18 April 2002 granted before the Notary Public of Madrid Mr. Manuel Richi Alberti under number 737 of his Official Record and especially for the incorporation of the Fund by virtue of the resolution adopted by the Board of Directors of the Sociedad Gestora at the meeting held on 29 March 2006.

##### **1.2. Declarations by the persons responsible for the information contained in the Registration Document**

Mr. Ramón Pérez Hernández, on behalf of the Sociedad Gestora, declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Registration Document is, to his knowledge, consistent with the facts and contains no omission likely to affect its contents.

#### **2. STATUTORY AUDITORS**

##### **2.1. Fund Auditors**

Pursuant to the provisions of section 8.2. of this Registration Document, the Fund lacks any historical financial information. Throughout the duration of the transaction, the Fund Accounts will be subject to verification and annual review by the auditors. The accounts of the Fund and the audit report will be filed at the Mercantile Registry and with the CNMV.

At the Board meeting held on 29 March, 2006, the Board of Directors of the Sociedad Gestora designated Pricewaterhouse Coopers Auditores, S.L. ("**Pricewaterhouse Coopers**"), registered with the Official List of Registered Auditors (R.O.A.C.) under number S0242 and with registered office at number 43, Paseo de la Castellana, in Madrid, and with Tax Identification Number (C.I.F.) B-79031290, as the statutory auditors of the Fund without specifying the number of accounting periods for which it has been

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appointed. In the deed of incorporation, the three (3) years will be established like term of appointment prorogueable according to the effective legislation. If the Sociedad Gestora passes a resolution to appoint new statutory auditors, notice would be given to the CNMV, the Rating Agencies and the Bondholders, pursuant to the provisions of section 4.1.3 of the Additional Building Block.

## **2.2. Accounting principles used by the Fund**

Income and expense will be reported in accordance with the accrual principle, that is, on the basis of the actual flows represented by those revenues and expenses, regardless of when they are collected and paid

- a) Participations and Certificates subscribed by the Fund: The Participations and the Certificates have been recorded under the assets of the Fund at their face value, which is the same as their acquisition cost.

The interest on the Participations and the Certificates is recorded in the income statement in accordance with the accrual principle.

The due but unpaid interest on the Participations and Certificates not declared in default is recorded as an asset on the balance sheet.

The interest due and the outstanding principal of the Participations and the Certificates declared in default is recorded as an asset, except whenever it can be demonstrated that the mortgaged property is insufficient guarantee.

- b) Bonds issued: The Bonds are recorded as a liability on the Fund balance sheet, at an amount equal to their redemption value.

The interest payable on the Bonds is recorded in the income statement on a cumulative basis, and the part of it that has been accumulated in line with the accrual principle that is due but remains unpaid is recorded in the related liabilities account.

- c) Treasury Account and Reinvestment Account: Treasury accounts of the Fund maintained by the Financial Agent and Seller respectively, with pre-established reinvestment mechanisms.

The balance of the accounts will be recorded as an asset of the Fund, while the income and expenses of such accounts form part of the income and expenses of the Fund.

- d) Operating expenses, fees and remuneration: All the fees and expenses are deductible in their accrual period. The Fund incorporation and Bond issue expenses detailed in section 6 of the Securities Note will be written off by the



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straight-line method over twenty consecutive Payment Dates, starting on 28 September 2006.

- e) **Technical Advances:** On each Collection Date, the Technical Advance obtained on the previous Collection Date is considered deductible in the settlement of the Collection Period that is being settled, and another Technical Advance may be requested and charged to the next settlement.
- f) **Initial Expenses Loan and Subordinated Loan:** The interest on the Initial Expenses Loan and Subordinated Loan will be booked during each period in keeping with the accrual principle.
- g) **Interest Swap:** The Interest Swap Agreement entered into by the Sociedad Gestora on behalf of the Fund is intended to cover the interest rate risks to which the Fund is exposed as a result of the reference rates of its assets and liabilities being different. The profits obtained on this agreement are recorded in the profit and loss account symmetrically to the profits obtained by the elements covered.

**Accounting period:** The accounting periods of the Fund will start on 1 January and end on 31 December each year, except for the first accounting period, which will start on the Date of Incorporation and will end on 31 December 2006, and the last accounting period, which will end on the date of the extinction of the Fund.

**Profit:** The net profit for each year must be zero.

### **3. FUND RISK FACTORS LINED TO THE ISSUER**

The risk factors associated to the Fund are detailed in section 1 of the Risk Factors document.

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

#### **4.1. Statement that the Issuer has been incorporated as a securitisation fund.**

The Issuer is an Asset Securitisation Fund that will be incorporated as a separate fund, devoid of legal status, and in accordance with Spanish legislation.

#### **4.2. Legal and commercial name of the Issuer**

The name of the Issuer is "TDA IBERCAJA 3, FONDO DE TITULIZACIÓN DE ACTIVOS". It may also be identified as "TDA IBERCAJA 3, FTA".

#### **4.3. Place of registration of the Fund and registration number**

The Sociedad Gestora hereby declares that neither the incorporation of the Fund, nor the Bonds to be issued against its assets, will be inscribed in the Spanish Mercantile Registry, pursuant to the exemption set forth in article 5.4 of Royal Decree 926/1998, without

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prejudice to the registration of this Prospectus by the Comisión Nacional del Mercado de Valores ("CNMV"), which took place on 11 May 2006 and to the filing with the CNMV, for incorporation into the public register, a copy of the Articles of Incorporation of the Fund, of issue and subscription of the Participations and the Certificates and the issue of the Bonds (the "**Articles of Incorporation**"), the contents of which will match the provisions of this Prospectus and the draft Articles of Incorporation filed with the CNMV. Under no circumstances will the terms of the Articles of Incorporation contradict, modify, alter or invalidate the contents of this Prospectus.

Only in exceptional cases can amendments be made to the Articles of Incorporation, and provided this is permitted under the applicable laws and in the conditions established by regulation. In any case, such amendments must be notified beforehand by the Sociedad Gestora to the CNMV or other competent administrative body, or be authorised beforehand if necessary, and must also be notified to the Rating Agencies, provided that such amendments do not prejudice the rating assigned to the Bonds by the Rating Agencies. The Articles of Incorporation may also be subject to correction at the request of the CNMV.

#### **4.4. Date of Incorporation and length of life of the Fund.**

##### **4.4.1 Date of Incorporation of the Fund**

The Fund will be incorporated on 12 May 2006, when this Prospectus has been registered with the CNMV, through the granting of the Articles of Incorporation.

##### **4.4.2 Length of life of the Fund**

The length of life of the Fund will start on the Date of Incorporation and will end on the Fund Legal Maturity Date (28 December 2043 or, if this day is not a Business Day, the next Business Day), in accordance with the provisions of the section 4.4.3. of this Registration Document.

Notwithstanding the above, the Fund maturity date could be brought forward in accordance with the following provisions.

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

By virtue of the provisions of the Articles of Incorporation of the Fund and this Prospectus, the Sociedad Gestora will be authorised to carry out the early liquidation of the Fund and through this, the early redemption of the total Bond issue when, on any Payment Date, the Receivable Nominal Balance of the Participations and Certificates is less than 10% of the original balance thereof, provided that the liquidation of the outstanding Participations and Certificates, together with the balance existing at that time in the Treasury Account and the Reinvestment Account, enables the total cancellation of all outstanding payment obligations with the Bondholders, in accordance with the Priority Ranking of Payments set forth in section 3.4.6.3. of the Additional Building Block,

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provided that the necessary authorisations for doing so have been obtained, when applicable, from the competent authorities.

The Fund will be extinguished following the liquidation of the remaining assets, in any event, in the following circumstances, and the CNMV and the Rating Agencies will be informed beforehand if any of them occur:

- i) When there is a change in the tax regulations that, in the opinion of the Sociedad Gestora, has a significant and negative effect on the financial equilibrium of the Fund.
- (ii) When, in the opinion of the Sociedad Gestora, exceptional circumstances occur which make it impossible, or extremely difficult, to maintain the Financial equilibrium of the Fund.
- (iii) In the circumstances set forth in Article 19 of Royal Decree 926/1998, and that are referred to in section 3.7.2., point 2, of the Additional Building Block.
- (iv) When there is a non-payment indicative of a serious and permanent imbalance in relation to any of the Bonds issued or to any non-subordinated loan or it is foreseen that it is going to occur.
- (v) When thirty (30) months have elapsed since the latest maximum maturity of last Mortgage Loan pooled in the Fund.

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

- (i) When the Participations and Certificates are repaid in full. In the event that all the Participations and the Certificates have matured and amounts thereof remain to be collected and obligations remain to be paid to the Bondholders, the liquidation of the Fund will commence, at the latest, when thirty-six (36)- months have elapsed since the last date of the latest maximum maturity of the Mortgage Loans, even if debits remain unpaid and under no circumstances will the Fund be extinguished later than 28 December 2043 or, if this day is not a Business Day, the next Business Day), (the "Legal Maturity Date"). In this event, the Sociedad Gestora will proceed to the orderly liquidation of the Fund in accordance with the Liquidation Payment Priority Order set forth in section 3.4.6.3. of the Additional Building Block.
- (ii) When the Bonds issued are redeemed in full.
- iii) In the event that one of the provisional ratings assigned to the Bonds by the rating agencies is not confirmed before the start of the Bond subscription period, which will start at 12.00 noon (CET) on 16 May 2006 and will end at 2.00 p.m. (CET) on the same day (the "Bond Subscription Period"), the incorporation of the Fund, the issue and subscription of the Participations and the Certificates, the Guaranteed

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Interest Rate Deposit Contract (Reinvestment Account), the Bond Issue Management, Underwriting and Placement Contract, the Interest Swap Agreement, the Initial Expenses Loan Contract and the Subordinated Loan Contract, as well as any other contracts entered into by the Fund and the issue of the Bonds will be considered rescinded.

In the event that, at the time of the final liquidation of the Fund, any outstanding obligations remain to be paid by the Fund to any of the Bondholders, the Sociedad Gestora will proceed in one of the following ways:

- It will proceed to sell the Participations and Certificates, for which purpose it will obtain firm bids from at least five (5) of the entities that deal most actively in these assets that, in its opinion, can give a market value. The Sociedad Gestora will be obliged to accept the best bid received in relation to the assets offered from such entities that cover the market value of the asset in question. In order to establish the market value, the Sociedad Gestora may request any valuation reports that it deems necessary. The names of the entities will be reported to the CNMV and the Rating Agencies.

The Seller will have the right of pre-emption to recover the Participations and Certificates belonging to the Fund, corresponding to Participations and Certificates not redeemed at the time of the liquidation, under the terms stipulated by the Sociedad Gestora and in accordance with the provisions of the preceding section. The foregoing right of pre-emption does not, under any circumstances, imply an agreement or declaration to repurchase the Participations and Certificates issued by the Seller. The Seller will have five (5) Business Days, counted from the date on which the Sociedad Gestora notifies it of the terms and conditions in which it will proceed to dispose of the Participations and Certificates, to exercise the said right of pre-emption, and must at least match the best bid made by third parties.

- Proceed to terminate any contracts that are not deemed necessary for the Fund liquidation process.
- Should that be insufficient or should loans or other assets remain, it will proceed to sell the other assets held by the Fund. The Sociedad Gestora will be authorised to accept any bids that, in its opinion, meet the market value of the asset in question and are paid in cash. In order to establish the market value, the Sociedad Gestora may request any valuation reports that it deems necessary.

The Sociedad Gestora, after allocating the reserve to meet the expenses incurred in liquidating the Fund (the "Extinction Expenses Reserve"), will apply all the amounts that it obtains through the disposal of the assets of the Fund, together with the rest of the Available Funds that the Fund might have at that time, to the payment of the different items, in the form, amount and in accordance with the Payment Priority Order.

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In the event that, once the Fund has been liquidated and all the payments set forth in section 3.4.6.3. of the Additional Building Block have been made, there is any remainder, such remainder will be paid to the Seller. In the event that the remainder is not a liquid amount and consists of Participations and/or Certificates from Mortgage Loans that are pending rulings with respect to court or notarial proceedings initiated as a result of Mortgagor default, both their continuation and the outcome of the ruling will be in favour of the Seller.

In any event, the Sociedad Gestora, acting on behalf of and for the account of the Fund, will not proceed to extinguish the Fund and to cancel its registration in the pertinent administrative registries until it has proceeded to sell the remaining assets of the Fund and to distribute the Available Funds, following the Liquidation Payment Priority Order, except for the reserve to be allocated to pay the extinction expenses.

Six (6) months after the liquidation of the remaining assets of the Fund and the distribution of the available funds, the Sociedad Gestora will grant a notary deed declaring (i) the extinction of the Fund, and the reasons, as set forth in the Articles of Incorporation and in this Prospectus, for the termination, (ii) the procedure followed in notifying the Bondholders and the CNMV, and (iii) the distribution of the Available Funds in the Liquidation Payment Priority Order. This deed will be submitted by the Sociedad Gestora to the CNMV.

#### **4.5. Domicile and legal form of the issuer, the legislation applicable to the issuer.**

The Fund will constitute a separate fund devoid of legal status that, pursuant to Royal Decree 926/1998, will be serviced by a management company (hereinafter "Sociedad Gestora"). The Sociedad Gestora will be responsible for the incorporation, servicing and representation of the Fund, and also, as the manager of third party funds, for representing and safeguarding the interests of holders of the bonds issued from the funds that it services and its other ordinary creditors. The Fund will only be liable for its obligations vis-à-vis its creditors with its assets.

The Fund will be constituted and the Securities will be issued from it in accordance with Spanish law: (i) Royal Decree 926/1998 and its implementing provisions; (ii) Ley 19/1992, for those aspects not covered by Royal Decree 926/1998, and insofar as applicable; (iii) Ley 3/1994; (iv) Ley 44/2002 de Medidas de Reforma del Sistema Financiero (Financial System Reform Act - the "Ley 44/2002"); (v) the Ley del Mercado de Valores or Law 24/1988, of 28 July, (Securities Market Act), in its current wording, (the "**Ley 24/1988**"), regarding its supervision, inspection and penalties and any other applicable matters; and (vi) any other legal provisions prevailing from time to time that are applicable.

The registered address of the Fund will be the same as that of the Sociedad Gestora, and therefore its registered address will be number 69, calle Orense, Postal Code 28020 in Madrid, and its telephone number is 91 702 08 08.

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#### **4.6. Fund tax system**

There follows a brief summary of the general tax regulations applicable to the Fund. This must be construed without prejudice to the particular nature of each local jurisdiction and of the regulations which may apply at the time the relevant income is obtained or declared.

The tax regime applicable to Fondos de Titulización de Activos (Asset Securitisation Funds) consists of the general provisions contained in Legislative Royal Decree 4/2004 of 5 March, approving the consolidated text of Corporate Income Tax (Impuesto sobre Sociedades) and its implementing provisions, with the specific peculiarities arising from the provisions of Ley 19/1992, in Act 3/1994 of 14 April, adapting Spanish legislation regarding credit institutions to the Second Banking Coordination Directive and introducing other modifications to the financial system (the "**Ley 3/1994**") and in Royal Decree 926/1998. The tax system may be summarised as follows:

- 1) Asset Securitisation Funds are liable to Corporate Income Tax, subject to the general rules for determining the tax base, and to the general rate of 35 percent, and to the common rules for deductions, set-off of losses and other substantive elements of the tax.
- 2) Investment income from Securitization Funds is subject to the general rules on withholdings on account of Corporate Income Tax, with the particularity that article 59-k of the Corporate Income Tax Regulations approved by Royal Decree 1777/2004, of 30 July, (the "Corporate Income Tax Regulations"), stipulates that withholding does not apply to "income from mortgage participating units, mortgage loans and other credit rights that constitute revenue items for the securitisation funds". Consequently, in addition to the income from the directly securitised Participations and Certificates, the withholding exemption also extends, according to the expressly stated policy of the Tax Authorities, to the income of the Mortgage Loans, insofar as they form part of the ordinary business activity of the said funds.
- 3) The incorporation of the Fund is exempt from classification as "corporate operations", from Stamp Duty and from Real Estate Transfer Tax, thereby predetermining its submission to the same.
- 4) The transfer to the Fund of the Participations and the Certificates provided for in the Articles of Incorporation in the manner described above is a transaction that is subject to, but qualifies for an exemption from Value Added Tax, in accordance with the provisions of section 20.One. 18-e of the Value Added Tax Act 37/1992 of 28 December ("**Ley del IVA**").

The establishment and assignment of guarantees is subject to the general tax regime with no exceptions.

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- 5) In relation to Value Added Tax, the Fund will be subject to the general rules, with the sole particularity that the services provided for the Fund by the Sociedad Gestora will be exempt from Value Added Tax, pursuant to the provisions of section 5.10 of Ley 19/1992 and section 20.One.18, n) of the Ley del IVA.
- 6) The issue, subscription and conveyance of the Bonds will be exempt from VAT (section 20.One.18 of the Ley del IVA) and Capital Transfer Tax and Stamp Duty (Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados) (section 45.I.B, number 15, of the Consolidated Text of the Capital Transfer Tax and Stamp Duty Act).

**4.7. Description of the issuer's authorised and issued capital and the amount of any capital agreed to be issued, the number and classes of the securities it comprises.**

Not applicable.

**5. BUSINESS OVERVIEW**

**5.1. Brief description of the issuer's main activities**

As described throughout this Prospectus, the Fund will be set up as a vehicle intended to carry out a concrete transaction, pursuing the principal activities summarised below and explained in detail throughout this Prospectus:

- a) The Fund, on its Date of Incorporation, will acquire, through the issue by IBERCAJA of Participations and Certificates and their subscription by the Fund, a portfolio of Mortgage Loans owned by IBERCAJA, the main characteristics of which are described in the Additional Building Block.
- b) To pay the price of that acquisition, the Fund will issue, on that same date, the Series A, B, and C Bonds.
- c) In addition, on the same Date of Incorporation, it will enter into a number of contracts, described throughout this Prospectus, for the purpose of giving the Series A, B, and C Bonds a number of credit enhancements to avoid certain risks for those Bonds, in order to obtain the credit ratings described by the Rating Agencies. Therefore it will enter into an Interest Swap Agreement with IBERCAJA and will enter into a Guaranteed Interest Rate Deposit Contract (Reinvestment Account) with IBERCAJA.
- d) the Reserve Fund will be allocated with the amount of the Series D Bonds, which will be issued by the Fund on the same Date of Incorporation.
- e) In addition, on the same Date of Incorporation, it will enter into a number of contracts needed for the servicing and management of the Fund and for the subscription and management of the Bonds issued and, in this respect:

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- a. It will enter into an Initial Expenses Loan Contract with IBERCAJA, to obtain funds with which to pay the initial expenses of the Fund;
  - b. It will enter into a Subordinated Loan Contract with IBERCAJA, to cover the difference between the amounts of interest accrued and collected on the Participations and Certificates on the first Payment Date
  - c. It will enter into a Guaranteed Interest Rate Deposit Contract (Reinvestment Account) with IBERCAJA;
  - d. It will enter into a Financial Services Contract with the Instituto de Crédito Oficial, for processing the payment of interest and the principal of the Bonds on the corresponding dates, including their Disbursement Date; and
  - e. It will enter into a Bond Placement, Subscription and Underwriting Contract with CALYON, Sucursal en España, IBERCAJA, J.P. Morgan Securities Ltd., and another series of entities, for underwriting the Bonds and placing them with qualified investors.
- f) In accordance with the above, the sole activity of the Fund, as issuer, will be to manage the contracts and obligations described above, such that the main activities carried on by the Fund throughout its lifetime will be as follows:
- a. It will receive the amount of principal, interest and any other sum belonging to the Fund, in accordance with the provisions of this Prospectus, from the Participations and Certificates serviced by IBERCAJA, which amounts will be deposited initially in the Reinvestment Account opened with IBERCAJA.
  - b. On each Payment Date, the amount of the Participations and the Certificates deposited in the Treasury Account will be used to pay the obligations acquired by the Fund, in accordance with the Payment Priority Order set forth in section 3.4.6.2 of the Additional Building Block.
  - c. In accordance with the provisions of the Financial Services Contract, the Sociedad Gestora, acting for and on behalf of the Fund, will give the necessary instructions to the Financial Agent for the latter to deliver to the Bondholders the amounts to which they are entitled in respect of interest and principal on each Payment Date.

The Sociedad Gestora declares that the summary descriptions of all the contracts contained in the relevant sections of this Prospectus, and which it will enter into for and on behalf of the Fund, contain the most important and material information on each of the contracts and give a true and fair view of their content, and no information that might affect the contents of the Prospectus has been omitted.

## **5.2. General description of the parties to the securitisation transaction.**



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The main functions in the framework of the securitisation transaction described in this Prospectus have been carried out by the following entities:

- Titulización de Activos, S.G.F.T., S.A., is the Sociedad Gestora of the Fund.

Titulización de Activos, S.G.F.T., S.A. is a Spanish corporation (sociedad anónima), that manages securitisation funds, with Tax Identification Number (C.I.F.) A-80352750, with registered office at number 69, Calle Orense, (Madrid), and registered in the Mercantile Registry of Madrid, Volume 4280, book 0, folio 183, Section 8, Sheet M-71066, and also registered under Num. 3 in the Registro Especial de Sociedades Gestoras de Fondos de Titulización Hipotecaria (Special Register of Mortgage Securitisation Fund Management Companies) kept by the CNMV, and with CNAE (National Classification of Economic Activities): 67.

It holds no credit ratings from any rating agencies.

- Caja de Ahorros y Monte de Piedad de Zaragoza, Aragón y Rioja (IBERCAJA), is (i) the Seller and the administrator of the Mortgage Loans, (ii) the entity granting the Initial Expenses Loan and the Subordinated Loan, (iii) the bank where the Fund has opened the Reinvestment Account, (iv) the counterparty in the Interest Rate Swap Agreement and (v) Underwriting and Placement Agent.

IBERCAJA is a Spanish savings bank, a credit institution organised as a foundation for social welfare purposes, with Tax Identification Number (C.I.F.) G-50000652, with registered office at number 2, Plaza Basilio Paraíso, (Zaragoza), registered in the Mercantile Register of Zaragoza, in volume 1,194, folio 23, Section 8, Sheet Z-4,862, and with the Register of the Bank of Spain, under number 2085, and with CNAE (National Classification of Economic Activities): 0814.

The current ratings assigned by the rating agencies to the short-term and long-term non-subordinated and unsecured debt of IBERCAJA are as follows:

|                   | <b>Fitch's Ratings</b> | <b>Moody's Ratings</b> | <b>S&amp;P's Ratings</b> |
|-------------------|------------------------|------------------------|--------------------------|
| <b>Short Term</b> | -                      | P-1                    | A-1                      |
| <b>Long Term</b>  | -                      | A1                     | A+                       |

These ratings were confirmed by Moody's in December 2003 and by S&P in April 2006.

- CALYON Sucursal en España is acting as (i) Lead Manager of the placement, and (ii) Underwriting and Placement Agent.

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CALYON, Sucursal en España has its registered office at number 1, Paseo de la Castellana, Madrid (Spain) and Tax Identification Number (C.I.F.) A-0011043-G, and is registered under number 0154 in the Special register of Banks and Bankers. The current ratings assigned by the rating agencies to the short-term and long-term non-subordinated and unsecured debt of CALYON are as follows:

|                   | <b>Fitch's Ratings</b> | <b>Moody's Ratings</b> | <b>S&amp;P's Ratings</b> |
|-------------------|------------------------|------------------------|--------------------------|
| <b>Short Term</b> | F1+                    | P-1                    | A1+                      |
| <b>Long Term</b>  | AA                     | Aa2                    | AA-                      |

These ratings were confirmed by Fitch in July 2005, by Moody's in December 2005 and by Standard and Poor's in January 2006.

- J.P. Morgan Securities Ltd. is acting (i) in the design and structure of the Fund, (ii) as Lead Manager of the placement and (iii) as Underwriting and Placement Agent.

J.P. Morgan Securities Ltd. is a British limited liability company, incorporated in England and Wales, with registered number 2711006. Furthermore, J.P. Morgan Securities Ltd. is officially registered with the CNMV as an Investment Services Undertaking of the European Economic Area, by way of freedom to provide services under number 107 on 5 January 1996. The registered office of J.P. Morgan Securities Ltd. is 125 London Wall EC2Y 5AJ London (United Kingdom), and its VAT Number is GB-397249893.

It holds no credit ratings from any rating agencies.

- Caja de Ahorros de Valencia Castellón y Alicante (BANCAJA), Dexia Bank and EBN Banco de Negocios S.A. (together with CALYON Sucursal en España, IBERCAJA and J.P. Morgan Securities Ltd.,) will act as Underwriting and Placement Agents
- Caja de Ahorros de Valencia Castellón y Alicante (BANCAJA) is a Spanish savings bank, a credit institution organised as a foundation for social welfare purposes, with Tax Identification Number (C.I.F.) G-48002804, with registered office at C/ Caballeros 2, Castellón de la Plana, registered in the Mercantile Registry of Castellón in volume 532, book 99, folio 1, section 8 TS-2749 and in the Savings Bank Registry nº 4 and with CNAE (National Classification of Economic Activities): 0814.

The current ratings assigned by the rating agencies to the short-term and long-term non-subordinated and unsecured debt of BANCAJA are as follows:

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|                   | <b>Fitch's Ratings</b> | <b>Moody's Ratings</b> | <b>S&amp;P's Ratings</b> |
|-------------------|------------------------|------------------------|--------------------------|
| <b>Short Term</b> | F1                     | P-1                    | -                        |
| <b>Long Term</b>  | A+                     | A1                     | -                        |

These ratings were confirmed by Fitch in July 2005, and Moody's in November 2005.

Dexia Banque Belgique S.A. ("**Dexia Bank**") is a bank incorporated and registered in Belgium that is registered at the Registry of Banks of Belgium under number BE 0403.201.185, with registered office at Boulevard Pacheco 44, 1000 Bruxelles.

The current ratings assigned by the rating agencies to the short-term and long-term non-subordinated and unsecured debt of Dexia Bank are as follows:

|                   | <b>Fitch's Ratings</b> | <b>Moody's Ratings</b> | <b>S&amp;P's Ratings</b> |
|-------------------|------------------------|------------------------|--------------------------|
| <b>Short Term</b> | F1+                    | P-1                    | A-1+                     |
| <b>Long Term</b>  | AA                     | Aa2                    | AA                       |

These ratings were confirmed by Fitch in May 2005, Moody's in December 2004 and Standard and Poor's in July 2005.

EBN Banco de Negocios S.A. is a credit institution with with Tax Identification Number (C.I.F.) A287603043 and with registered office at C/ Almagro 46, Madrid.

It holds no credit ratings from any rating agencies.

CALYON Sucursal en España, IBERCAJA, BANCAJA, Dexia Bank, EBN Banco de Negocios S.A. and J.P. Morgan Securities Ltd. will jointly be referred to as the "**Underwriting and Placement Agents**".

- The Instituto de Crédito Oficial (ICO) will be the Financial Agent of the Fund, and the entity where the Fund will open the Treasury Account.

The ICO is a State-owned enterprise of the kind described under section 43.1.b) of Act 6/1997, of 14 April, on the Organisation and Operation of the General Government Administration, which reports to the Ministry of the Economy and the Treasury through the Secretary of State for the Economy, which has the legal form of a financial institution, and the consideration of a Government Financial Agent,

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having its own legal personality, assets and funds, and independent authority to act with a view to achieving its ends. Its registered office is located at number 4, Paseo del Prado, in Madrid (Spain).

The current ratings assigned by the rating agencies to the short-term and long-term non-subordinated and unsecured debt of ICO are as follows:

|                   | <b>Fitch's Ratings</b> | <b>Moody's Ratings</b> | <b>S&amp;P's Ratings</b> |
|-------------------|------------------------|------------------------|--------------------------|
| <b>Short Term</b> | F1+                    | P-1                    | A-1                      |
| <b>Long Term</b>  | AAA                    | Aaa                    | AAA                      |

These ratings were confirmed by Fitch in July 2005, by Moody's in January 2006 and by S&P in August 2005.

- CALYON Sucursal en España and J.P. Morgan Securities Ltd. (jointly, the "**Bookrunners**") will be the bookrunners.
- Ramón & Cajal Abogados S.L. has provided the legal consultancy services for the transaction and reviewed all its tax implications.

Ramón & Cajal Abogados S.L. is a limited liability company that provides legal advisory services, with Tax Identification Number (C.I.F.) B-80340896 and registered office at number 4-3<sup>a</sup>, Paseo de la Castellana, 28046 Madrid.

- Moody's Investors Service España, S.A. and Standard & Poor's España, S.A. are acting as the Rating Agencies of this transaction.

Moody's Investors Service España, S.A. is a Spanish corporation, with Tax Identification Number (C.I.F.) A-80448475 and with registered office at number 89-91, calle Balmes, in Barcelona.

Standard & Poor's Spain, S.A. is a Spanish limited liability company, with Tax Identification Number (C.I.F.) A-90310824 and registered office at number 15, Carrera de San Jerónimo, Madrid.

- Pricewaterhouse Coopers Auditores, S.L. is acting as (i) auditor of the Fund, and (ii) auditor of the attributes of the Mortgage Loans that are going to be pooled in the assets of the Fund.

Pricewaterhouse Coopers Auditores, S.L., is a limited liability company with Tax Identification Number (C.I.F.) B-79031290 and registered office at number 43, Paseo de la Castellana.

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It holds no credit ratings from any rating agencies.

No direct or indirect ownership or control relationship is known to exist between the legal persons that are involved in the securitisation transaction, with the exception of the shares that la Caja de Ahorros y Monte de Piedad de Zaragoza, Aragón y Rioja (IBERCAJA) and EBN Banco de Negocios S.A. own in TITULIZACIÓN DE ACTIVOS, S.G.F.T., S.A., and which amount in both cases to 12.86% of the share capital, as listed in the table included in section 7 of this Registration Document.

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

### **6.1. Management, administration and representation of the issuer**

As provided by Royal Decree 926/1998, the Fund will be legally represented and managed by its Sociedad Gestora, TITULIZACIÓN DE ACTIVOS, S.G.F.T., S.A.

The registered name of the Sociedad Gestora is Titulización de Activos, Sociedad Gestora de Fondos de Titulización, S.A., with Tax Identification Number (C.I.F.) A-80352750.

The Sociedad Gestora is a Spanish public limited company (sociedad anónima), incorporated on 12 May 1992, with registered office at C/Orense, 69 Madrid (Spain), (Tel: +34 91 702 08 08), and registered in the Mercantile Registry of Madrid, Volume 4280, book 0, folio 183, Section 8, Sheet M-71066, Entry nº 5, on 4 June, 1993, and also registered under Num. 3 in the Registro Especial de Sociedades Gestoras de Fondos de Titulización Hipotecaria (Special Register of Mortgage Securitisation Fund Management Companies) kept by the CNMV.

The Sociedad Gestora is subject to supervision by the CNMV, pursuant to the provisions of Royal Decree 926/1998.

The Sociedad Gestora has been incorporated for an indefinite period of time, unless any of the grounds stipulated by law for its winding-up occurs.

### **6.2. Audit of the financial statements of the Sociedad Gestora**

The Sociedad Gestora has audited accounts for 2005, 2004 and 2003, which have been filed at the CNMV and at the Mercantile Registry. The audit reports on the annual financial statements for 2005, 2004 and 2003 contained no qualifications. The accounts of the Sociedad Gestora are audited by Ernst & Young, S.L., registered in the ROAC Register (Registro Oficial de Auditores de Cuentas) with number S0530, with registered office at Plaza Pablo Ruiz Picasso, s/n (no number), Madrid, and with Tax Identification Number (C.I.F.) A-78970506.

### **6.3. Main activities**

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The sole purpose of the Sociedad Gestora is the incorporation, management and legal representation of Fondos de Titulización de Activos and Fondos de Titulización Hipotecaria, in accordance with the provisions of Royal Decree 926/1998.

TITULIZACIÓN DE ACTIVOS, SGFT, S.A. will be responsible for the administration and legal representation of the Fund, in accordance with the provisions of Royal Decree 926/1998 and Ley 19/1992 vis-à-vis any aspects not covered by Royal Decree 926/1998, when applicable, and the rest of the applicable legal regulations, as well as the provisions of the Articles of Incorporation. The Sociedad Gestora will perform for the Fund those duties attributed to it in Royal Decree 926/1998. As the manager of third party funds, the Sociedad Gestora is also responsible for representing and safeguarding the interests of holders of Bonds issued by the Fund and its other ordinary creditors. Consequently, the Sociedad Gestora must subordinate its actions to safeguarding the interests of such persons, abiding by the applicable provisions in this regard prevailing from time to time. The Bondholders and remaining creditors of the Fund will have no recourse against the Sociedad Gestora, other than from non-performance of its duties or non-compliance with the provisions of Articles of Incorporation and this Prospectus.

At the date of registration of this Prospectus, the Sociedad Gestora has a total of 60 securitisation funds under management, the details of which are given in section 6.8. of this Registration Document.

**6.4. Existence or non-existence of holdings in other companies**

The Sociedad Gestora does not hold equity interests in any company.

**6.5. Entities from which the Sociedad Gestora has borrowed more than 10%**

The Sociedad Gestora has not been granted any financing by third parties.

**6.6. Litigation of the Sociedad Gestora**

At the date of registration of this Prospectus, there are no disputes, litigation or bankruptcy-related situation liable to have a material effect on the economic and financial situation of the Sociedad Gestora or on its future capacity to perform the Fund management and administration duties stipulated in this Prospectus.

**6.7. Administration, management and supervisory bodies**

Pursuant to the provisions of the articles of association of the Sociedad Gestora, and at the date of registration of this Prospectus, the Sociedad Gestora has no governing bodies other than the Shareholders' Meeting and the Board of Directors.

The members of the Board of Directors of the Sociedad Gestora, as at the date of registration of the Prospectus, are as follows:

- Mr. Francisco Javier Soriano Arosa: Chairman

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- Caja Municipal de Burgos, represented by Mr. Horacio Mesonero: Director
- Mr. Francisco Javier Sáiz Alonso: Director
- Mr. Víctor Iglesias Ruiz: Director
- Caja de Ahorros del Mediterráneo, represented by Mr. Eleuterio Jover: Director
- Mr. Gumersindo Ruiz Bravo de Mansilla: Director
- Mr. José Carlos Contreras Gómez: Director
- Bear Stearns Spanish Securitisation Corporation, represented by Mr. Jesús del Río Cortes: Director

Mr. Luis Vereterra Gutiérrez-Maturana has been the Secretary (non-Director) of the Board of Directors since 27 May 1992.

Mr. Ramón Pérez Hernández was appointed the Company's General Director by virtue of the deed dated 18 April 2002, granted before the Notary Public of Madrid Mr. Manuel Richi Alberti, and at the present time there is no Chief Executive Officer (Consejero Delegado).

The professional address of all these people is the registered office of the Sociedad Gestora (calle Orense, 69, (Madrid (Spain), and do not engage outside the Sociedad Gestora in any activity liable to enter into conflict with the Fund.

The Sociedad Gestora is subject to supervision by the CNMV, pursuant to the provisions of Royal Decree 926/1998.

In compliance with the provisions of the Ley del Mercado de Valores and Royal Decree 629/1993 of 3 May on rules of conduct in securities market and mandatory recordkeeping, at the Board Meeting held on 7 December 1993, the Board of Directors of the Sociedad Gestora approved an Internal Code of Conduct containing the rules of conduct in relation to securities managed by the Sociedad Gestora for and on behalf of securitisation funds that are traded on organised markets.

The Code has been filed with the CNMV and contains, among other items, the rules on confidentiality of information, dealings with persons subject to the Code, disclosure of material information and conflicts of interest.

The Sociedad Gestora has not approved any regulations of the Board of Directors and is not subject to the application of any Code of Good Corporate Governance.

The individual persons appointed as Directors and Chairman of the Sociedad Gestora pursue the following significant activities outside the company:

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| Name                               | Office in listed and/or material companies  |
|------------------------------------|---|
| Mr. Francisco Javier Soriano Arosa | <p>Managing Director of EBN Banco de Negocios, S.A.</p> <p>Chairman of the Board of EBN Capital, S.G.C.R., S.A.</p> <p>Member of the Board of Cartera Nuvalia, S.L.</p> <p>Member of the Board of Planiger, S.A.</p> <p>Chairman of the Board of Campus Patrimonial, S.A.</p> <p>Member of the Board of Grupo Hoteles Playa, S.A.</p> |
| Mr. Horacio Mesonero               | <p>Head of the Risk Control Department of Caja de Ahorros Municipal de Burgos.</p> <p>Member of the Board of Ahorro Gestión Hipotecario, E.F.C., S.A.</p> <p>Member of the Board of Inmobiliaria Burgoyal, S.A.</p> <p>Member of the Board of Europea de Desarrollos Urbanos, S.A.</p>  |
| Mr. Francisco Javier Sáiz          | <p>Deputy General Manager of the Finance Division of Caja Castilla La Mancha</p> <p>Member of the Board of Ahorro Corporación Gestión, S.G.I.I.C., S.A.</p> <p>Member of the Board of Analistas Financieros Internacionales, S.A.</p> <p>Member of the Board of Exportalia, S.L.</p>  |
| Mr. Víctor Iglesias Ruiz           | <p>Deputy General Manager, Director of Lending Operations and Capital Markets at IBERCAJA.</p> <p>Member of the Board of Ibercaja Leasing y Financiación, E.F.C., EFC.</p> <p>Member of the Board of Heraldo de Aragón, S.A.</p> <p>Member of the Board of Gestión de Activos de Aragón, S.A.</p>                                     |



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| Name                                  | Office in listed and/or material companies  |
|---------------------------------------|---|
| Mr. Eleuterio Jover Irlles            | <p>Former Risk Director at CAM.</p> <p>Director General of MEDHOUSES AGENCIES NETWORK S.L.</p> <p>General Director of CAMGE</p>   |
| Mr. Gumersindo Ruiz Bravo de Mansilla | <p>Managing Director and General Manager of Unicorp Corporación Financiera.</p> <p>Deputy Chairman of Unicorp Vida</p> <p>Chairman of Unigest</p> <p>Co-chairman of Segurándalus</p> <p>Chairman of Unicorp Patrimonio</p> <p>Chairman of Unicorp Mercados</p> <p>Deputy Chairman of Carisa</p>                                     |
| Mr. José Carlos Contreras Gómez       | <p>Deputy Director General, Director of Corporate Finance at the Caja de Ahorros y Monte de Piedad de Madrid.</p> <p>Member of the Board of Marco Polo Investments, S.G.C.R., S.A.</p> <p>Member of the Board of Banco Inversis</p> <p>Member of the Board of Corporación Interamericana de Financiamiento de Infraestructuras.</p> |
| Mr. Jesús del Río Cortes              | <p>Bear Stearns International Limited Securitisation Manager for Southern Europe.</p>   |

## 6.8. Funds Managed

At the date of registration of this Prospectus, the Sociedad Gestora has the following securitisation funds under management:

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| Fund   | Date of Incorporation | Issued                | Bond Balance         |
|--|-----------------------|-----------------------|----------------------|
| <b>Mortgage Securitisation Funds</b>                               |                       |                       |                      |
|  |                       |                       | <b>31 March 2006</b> |
| TDA 4 - F.T.H*   | 22-abr-98             | 150.253.027€          | 36.342.717€          |
| TDA 5 - F.T.H*   | 16-oct-98             | 1.171.973.634€        | 228.716.417€         |
| TDA 6 - F.T.H*   | 20-ene-99             | 351.500.000€          | 88.153.199€          |
| TDA 7 - F.T.H*   | 12-mar-99             | 1.051.700.000€        | 332.609.904€         |
| TDA 8 - F.T.H  | 9-abr-99              | 150.200.000€          | 52.328.203€          |
| TDA 9 - F.T.H*   | 12-may-99             | 332.400.000€          | 104.019.963€         |
| TDA 10 - F.T.H   | 21-jul-99             | 240.500.000€          | 63.982.548€          |
| TDA 11 - F.T.H*  | 24-ene-00             | 660.600.000€          | 229.515.788€         |
| TDA 12 - F.T.H*  | 26-jun-00             | 513.900.000€          | 197.425.385€         |
| <b>Asset Securitisation Funds</b>                                  |                       |                       |                      |
| TDA 13-MIXTO - F.T.A*  | 5-dic-00              | 389.500.000€          | 164.244.898€         |
| TDA 14-MIXTO - F.T.A*  | 20-jun-01             | 601.100.000€          | 283.498.392€         |
| TDA 15-MIXTO - F.T.A*  | 4-nov-02              | 450.900.000€          | 265.267.825€         |
| TDA 16-MIXTO - F.T.A*  | 26-may-03             | 532.000.000€          | 290.410.286€         |
| TDA 17-MIXTO - F.T.A   | 24-oct-03             | 455.000.000€          | 294.244.603€         |
| TDA 18-MIXTO - F.T.A*  | 14-nov-03             | 421.000.000€          | 268.178.527€         |
| TDA 19-MIXTO - F.T.A*  | 27-feb-04             | 600.000.000€          | 405.346.662€         |
| TDA 20-MIXTO - F.T.A*  | 25-jun-04             | 421.000.000€          | 336.545.217€         |
| TDA 21-MIXTO - F.T.A   | 23-jul-04             | 775.000.000€          | 552.087.118€         |
| TDA 22-MIXTO - F.T.A*  | 1-dic-04              | 530.000.000€          | 401.603.548€         |
| TDA 23 - F.T.A*  | 17-mar-05             | 860.000.000€          | 720.432.565€         |
| TDA 24- F.T.A*   | 28-nov-05             | 485.000.000€          | 464.524.160€         |
| TDA PASTOR 1 - F.T.A*  | 25-feb-03             | 494.600.000€          | 295.741.608€         |
| TDA CAM 1 - F.T.A*   | 13-mar-03             | 1.000.000.000€        | 620.588.889€         |
| TDA CAM 2 - F.T.A*   | 27-jun-03             | 1.100.000.000€        | 715.738.381€         |
| TDA CAM 3 - F.T.A*   | 16-ene-04             | 1.200.000.000€        | 851.725.292€         |
| TDA CAM 4 - F.T.A*   | 9-mar-05              | 2.000.000.000€        | 1.696.771.245€       |
| TDA CAM 5 - F.T.A*   | 5-oct-05              | 2.000.000.000€        | 1.932.419.756€       |
| TDA CAM 6 - F.T.A*   | 29-mar-06             | 1.300.000.000€        | 1.300.000.000€       |
| TDA IBERCAJA 1 - F.T.A*  | 8-oct-03              | 600.000.000€          | 434.280.339€         |
| TDA IBERCAJA 2 - F.T.A*  | 13-oct-05             | 904.500.000€          | 874.107.819€         |
| TDA CAJAMAR 2 - F.T.A*   | 18-may-05             | 1.000.000.000€        | 866.425.338€         |
| FTPYME TDA 3 - F.T.A*  | 14-feb-02             | 225.055.000€          | 62.988.070€          |
| FTPYME TDA 4 - F.T.A*  | 10-oct-03             | 250.000.000€          | 133.503.896€         |
| FTPYME TDA 5 - F.T.A*  | 29-dic-04             | 200.000.000€          | 141.064.025€         |
| FTPYME TDA 6 - F.T.A*  | 24-nov-05             | 150.000.000€          | 136.212.007€         |
| FTPYME TDA SABADELL 1 - F.T.A*                                     | 3-jun-02              | 600.000.000€          | 231.889.240€         |
| FTPYME TDA SABADELL 2 - F.T.A*                                     | 12-nov-03             | 500.000.000€          | 461.452.976€         |
| FTPYME TDA CAM 1 - F.T.A*  | 17-jun-02             | 600.000.000€          | 214.832.129€         |
| FTPYME TDA CAM 2 - F.T.A*  | 17-nov-04             | 750.000.000€          | 574.535.084€         |
| CIBELES III FTPYME - F.T.A*  | 18-dic-03             | 500.000.000€          | 500.000.000€         |
| FTPYME TDA BANCA MARCH - F.T.A*                                    | 25-oct-04             | 200.000.000€          | 132.501.170€         |
| CM BANCAJA 1 - F.T.A   | 28-sep-05             | 556.200.000€          | 469.960.963€         |
| CÉDULAS TDA 1, F.T.A.*   | 12-jun-03             | 1.750.000.000€        | 1.750.000.000€       |
| CÉDULAS TDA 2, F.T.A.*   | 13-nov-03             | 2.000.000.000€        | 2.000.000.000€       |
| CÉDULAS TDA 3, F.T.A.*   | 25-feb-04             | 2.000.000.000€        | 2.000.000.000€       |
| CÉDULAS TDA 4, F.T.A.*   | 10-jun-04             | 1.500.000.000€        | 1.500.000.000€       |
| CÉDULAS TDA 5, F.T.A.*   | 24-nov-04             | 1.500.000.000€        | 1.500.000.000€       |
| CÉDULAS TDA 6, F.T.A.*   | 18-may-05             | 3.000.000.000€        | 3.000.000.000€       |
| CÉDULAS TDA 7, F.T.A.*   | 10-jun-05             | 2.000.000.000€        | 2.000.000.000€       |
| PROGRAMA CEDULAS TDA, F.T.A.*                                      | 3-mar-06              | Máximo 30.000.000.000 | 2.025.000.000€       |
| TDA AUTO ABS 2002, F.T.A.  | 8-jul-02              | 950.000.000€          | 325.818.317€         |
| GLOBALDRIVE (SPAIN) 2002-1 TDA, F.T.A.                             | 3-dic-02              | 488.000.000€          | 396.284.300€         |
| GLOBALDRIVE DEALER FLOORPLAN (SPAIN) Tda, F.T.A.                   | 5-abr-04              | Máximo 3.000.000.000  | 890.614.793€         |
| GLOBALDRIVE SERIES 3 (SPAIN) TDA, F.T.A.                           | 10-may-05             | 499.999.948€          | 401.792.923€         |
| BANCO FINANTIA SOFINLOC Nº 1, F.T.A.                               | 1-jul-04              | Máximo 150.000.000€   | 74.233.191€          |
| BANCO FINANTIA SOFINLOC TDA Nº 2, F.T.A.                           | 11-mar-05             | Máximo 500.000.000    | 57.303.661€          |
| CAP-TDA 1, F.T.A.  | 25-jun-03             | 300.000.000€          | 300.000.000€         |
| FONDO DE TITULIZACIÓN DE ACTIVOS KWH-1                             | 30-abr-04             | 202.000.000€          | 202.000.000€         |
| FONDO DE TITULACION DE ACTIVOS RESULTANTES DE LA MORATORIA NUCLEAR | 25-abr-96             | 4.297.236.546€        | 0€                   |
| CAJA SAN FERNANDO CDO I, F.T.A.                                    | 17-feb-05             | 116.400.000€          | \$148.097.095        |
|  |                       |                       | 105.268.690€         |

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## 6.9. Share Capital and Equity

The share capital of the Sociedad Gestora at the time of registering the Fund Prospectus was Euros 903,000, fully paid in.

All the shares issued by the Sociedad Gestora up until the date of registration of this Prospectus (150,000 shares with a face value of €6.02 each) are ordinary shares and offer identical voting, financial and non-financial rights. All the shares are of the same class and series.

The equity of the Sociedad Gestora is as shown below:

| Equity (euros)          | 31/12/2003          | 31/12/2004          | 31/12/2005          |
|-------------------------|---------------------|---------------------|---------------------|
| <b>Capital</b>          | 903,000             | 903,000             | 903,000             |
| <b>Reserves</b>         |                     |                     |                     |
| Legal Reserve           | 180,600.00          | 180,600.00          | 180,600.00          |
| Voluntary Reserves      | 1,107,137.92        | 1,426,151.51        | 1,899,187.52        |
| <b>Profit and Loss</b>  |                     |                     |                     |
| Net income for the year | 859,013.59          | 1,273,036.01        | 1,511,401.79        |
| <b>TOTAL</b>            | <b>3,049,751.51</b> | <b>3,782,787.52</b> | <b>4,494,189.31</b> |

## 6.10. Principal transactions with related parties and conflicts of interest

The transactions which have been promoted by the Sociedad Gestora are those securitisation funds in which some shareholders – described in the next section – have participated as Underwriting and Placement Agents or Sellers. Specifically, this situation occurs in 45 of the 60 Funds described in the chart showed on section 6.8, and which are indicated with \* next to their name.

## 7. MAJOR SHAREHOLDERS

The Sociedad Gestora does not form part of any group of companies.

The shareholding structure, at the time of Prospectus Registration, of the Sociedad Gestora is as follows:

| REGISTERED NAME | PERCENTAGE | No. SHARES |
|-----------------|------------|------------|
|-----------------|------------|------------|

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|  |                |                |
|--|----------------|----------------|
| Caja de Ahorros de Castilla La Mancha                  | 12.86%         | 19,286         |
| Caja de Ahorros de Zaragoza. Aragón y Rioja (Ibercaja) | 12.86%         | 19,286         |
| Caja de Ahorros del Mediterráneo                       | 12.86%         | 19,286         |
| Caja de Ahorros Municipal de Burgos                    | 12.86%         | 19,286         |
| Unicorp (Unicaja)                                      | 12.86%         | 19,286         |
| EBN Banco de Negocios, S.A.(EBN)                       | 12.86%         | 19,286         |
| Caja de Ahorros y Monte de Piedad de Madrid            | 12.86%         | 19,284         |
| Bear Stearns Spanish Securitisation Corporation        | 10.00%         | 15,000         |
| <b>TOTAL</b>   | <b>100.00%</b> | <b>150,000</b> |

## **8. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL SITUATION, AND PROFITS AND LOSSES.**

### **8.1. Declaration on commencement of operations and financial statements of issuer prior to the date of the Registration Document**

The Fund's operations will commence on the Date of Incorporation, and therefore no financial statement is attached to this Registration Document.

### **8.2. Historical financial information**

Not applicable.

### **8.2 bis Historical financial information on security issues with an individual denomination of Euros 50,000 or more**

Not applicable.

### **8.3. Legal and arbitration proceedings**

Not applicable.

### **8.4. Material adverse change in the Fund's financial situation**

Not applicable.

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## **9. THIRD PARTY INFORMATION AND STATEMENTS BY EXPERTS AND DECLARATIONS OF ANY INTEREST**

### **9.1. Statements or reports attributed to a person as an expert**

No such statement or report is included.

### **9.2. Information from third parties**

No information from third parties is included

## **10. DOCUMENTS ON DISPLAY**

If necessary, the following documents (or their copies) can be inspected, by physical means, during the life of this Registration Document:

1. The Articles of Association, the Articles of Incorporation and the audited annual accounts of the Sociedad Gestora.
2. The Articles of Incorporation of the Fund, once granted.
3. This Prospectus.
4. The transaction contracts, once formalised.
5. Sworn statement by the Seller.
6. Sworn statement by the Lead Managers.
7. Resolutions of the Board of Directors of the Seller and Sociedad Gestora.
8. Auditor's Report on the attributes of the Mortgage Loans from among which the Participations and Certificates will be drawn, for pooling in the Fund.
9. Letters from the Rating Agencies, assigning provisional ratings and, where applicable, definitive ratings to each of the Series of Bonds.

### **10. GLOSSARY OF TERMS.**

These documents will be available for physical examination at the registered office of the Sociedad Gestora, at number 69, calle Orense, in Madrid (Spain).

A copy of all the aforementioned documents will be available for physical examination at the offices of the CNMV.

The Prospectus will be available on the website of the Sociedad Gestora ([www.tda-sgft.com](http://www.tda-sgft.com)), the website of the CNMV ([www.cnmv.es](http://www.cnmv.es)), the website of the AIAF market

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([www.aiaf.es](http://www.aiaf.es)) and will be available to the public at the registered office of each of the Lead Managers. In addition to the Prospectus, the letters from the Rating Agencies, assigning definitive ratings to each of the Series of Bonds may also be consulted on the website of the Sociedad Gestora.

The Articles of Incorporation of the Fund will be available for physical examination at Iberclear.

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## **SECURITIES NOTE**

### **(ANNEX XIII TO REGULATIONS 809/2004)**

#### **1. PERSONS RESPONSIBLE**

##### **1.1. Persons responsible for the information contained in the Securities Note**

Mr. Ramón Pérez Hernández, on behalf of the Sociedad Gestora, the originator of the Fund, acting in his capacity as General Director of the Sociedad Gestora, by virtue of power of attorney of 18 April 2002 granted before the Notary Public of Madrid Mr. Manuel Richi Alberti under number 737 of his Official Record and especially for the incorporation of the Fund by virtue of the resolution adopted by the Board of Directors of the Sociedad Gestora at the meeting held on 29 March 2006.

##### **1.2. Persons responsible for the information contained in the Securities Note**

Mr. Ramón Pérez Hernández, on behalf of the Sociedad Gestora, declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Securities Note and its Additional Building Block is, to his knowledge, consistent with the facts and contains no omission likely to affect its contents.

#### **2. RISK FACTORS WITH RESPECT TO THE SECURITIES**

The risk factors with respect to the Securities are detailed in section 2 of Risk Factors, and the risk factors with respect to the assets backing the issue are detailed in section 3 of the Risk Factors.

#### **3. KEY INFORMATION**

##### **3.1. Interest of natural and legal persons involved in the issue**

There are no private interests of the persons listed below other than those detailed in section 5.2. of the Registration Document:

- a) Titulización de Activos, S.G.F.T., S.A., is the Sociedad Gestora of the Fund.
- b) J.P. Morgan Securities Ltd. has arranged and designed the structure of the transaction.
- c) IBERCAJA is (i) the seller of the Mortgage Loans through the issue of the Participations and Certificates that will be entirely subscribed by the Fund upon its incorporation, and the servicer of the Mortgage Loans, (ii) the bank granting the Initial Expenses Loan and the Subordinated Loan, (iii) the bank where the Sociedad Gestora will open the Reinvestment Account and (iv) the counterparty in the Interest Rate Swap Agreement and (v) Underwriting and Placement Agent.

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- d) Instituto de Crédito Oficial (ICO) is the Financial Agent.
- e) CALYON Sucursal en España and J.P. Morgan Securities Ltd. are acting as Lead Managers of the Placement.
- f) CALYON Sucursal en España, IBERCAJA, BANCAJA, Dexia Bank, EBN Banco de Negocios S.A. and J.P. Morgan Securities Ltd. are acting as Underwriting and Placement Agents. J.P. Morgan Securities Ltd. and CALYON Sucursal en España will be the Bookrunners.
- g) Pricewaterhouse Coopers is acting as auditor for the verification of a series of attributes of a selection of mortgage loans owned by IBERCAJA from which the Mortgage Loans will be extracted in order to issue the Participations and Certificates that will be subscribed by the Fund upon its incorporation. Pricewaterhouse Coopers is also acting as auditor of the Fund's accounts.
- h) Ramón & Cajal Abogados S.L. is acting as the legal advisor to the transaction.
- i) Moody's and S&P are acting as the Rating Agencies for the credit risk of the Bonds.

**3.2. Description of any interest, including conflicting interests, that is important for the issue, detailing persons involved and the nature of their interests.**

The Sociedad Gestora declares that it is unaware of any legal, economic or family ties existing between the parties participating in the Fund (with the exception of the shares that the Seller and EBN Banco de Negocios S.A. own in the Sociedad Gestora and which were referred to in section 5.2. of the Registration Document), and between the latter and the holders of the Mortgage Loans pooled in the Participations and the Certificates acquired by the Fund, that might harm the interests of the Fund in general and of the investors of the Bonds issued by the latter in particular.

**4. INFORMATION CONCERNING THE SECURITIES TO BE OFFERED AND ADMITTED TO TRADING**

**4.1. Total amount of the securities**

The total face value of the Bond Issue will be one thousand seven million (1,007,000,000) euros. The issue will be formed by ten thousand and seventy (10,070) Bonds, each with a face value of one hundred thousand (100,000) euros, represented by book entries, pursuant to the provisions of Royal Decree 116/1992, of 14 February, regarding the representation of securities by means of book entries and clearing and settlement of stock market transactions ("Royal Decree 116/1992").



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## **4.2. Description of the type and class of the securities**

### **4.2.1 Type and class of securities**

This Securities Note is issued for the purposes of the issue of the Fund Securitisation Bonds.

The asset securitisation bonds are securities issued by asset securitisation funds that represent a debt for their issuer, accrue interest, and are redeemable through early redemption or at final maturity. The Bonds legally qualify as marketable fixed interest securities with an explicit yield, and are subject to the provisions of Ley 24/1988 and the regulations in development thereof.

The Bonds will be pooled in four series (A, B, C and D), as follows:

- Series A: nine thousand six hundred (9,600) A Bonds, for a total nominal amount of nine hundred and sixty million (960,000,000) euros, represented by nine thousand six hundred (9,600) securities, each with a face value of one hundred thousand (100,000) euros (“**Series A Bonds**”).
- Series B: three hundred and twenty-five (325) B Bonds, for a total nominal amount of thirty-two million five hundred thousand (32,500,000) euros, represented by three hundred and twenty-five (325) securities, each with a face value of one hundred thousand (100,000) euros (“**Series B Bonds**”).
- Series C: seventy-five (75) C Bonds, for a total nominal amount of seven million five hundred thousand (7,500,000) euros, represented by seventy-five (75) securities, each with a face value of one hundred thousand (100,000) euros (“**Series C Bonds**”).
- Series D: seventy (70) D Bonds, for a total nominal amount of seven million (7,000,000) euros, represented by seventy (70) securities, each with a face value of one hundred thousand (100,000) euros (“**Series D Bonds**”), and together with the Series A Bonds, the Series B Bonds and the Series C Bonds, the “**Bonds**”).

The Bonds will be issued for 100% of their face value. The issue price of the Bonds of each Series will be one hundred thousand (100,000) euros per Bond, and the Fund will not charge subscribers any tax or subscription expenses. The expenses and taxes inherent to the Bond Issue will be for the account of the Fund.

### **4.2.2 Underwriting and placement of the securities**

At the same time as the Incorporation of the Fund and for the account of the latter, the Sociedad Gestora will enter into a Placement Subscription and Underwriting Contract

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with the Lead Managers and with the Underwriting and Placement Agents mentioned in section 5.2. of the Registration Document, whereby the said entities undertake to subscribe on their own behalf or to obtain, at their own responsibility, subscribers for the Bonds, in the amounts mentioned below, with each being held accountable for the respective amount it has underwritten (the **“Bond Issue Management, Underwriting and Placement Contract”**):

| Entity   | Series A |             |
|--|----------|-------------|
|  | Num.     | Amount      |
| CALYON Sucursal en España  | 3,435    | 343,500,000 |
| Caja de Ahorros y Monte de Piedad de Zaragoza, Aragón y Rioja (Ibercaja) | 500      | 50,000,000  |
| Caja de Ahorros de Valencia, Castellón y Alicante (BANCAJA)              | 200      | 20,000,000  |
| Dexia Bank   | 50       | 5,000,000   |
| EBN Banco de Negocios S.A.   | 250      | 25,000,000  |
| J.P. Morgan Securities Ltd.  | 5,165    | 516,500,000 |
| Total  | 9,600    | 960,000,000 |

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| Bank   | Series B |            |
|--|----------|------------|
|  | Num.     | Amount     |
| CALYON Sucursal en España  | 110      | 11,000,000 |
| Caja de Ahorros y Monte de Piedad de Zaragoza, Aragón y Rioja (Ibercaja) | 50       | 5,000,000  |
| Caja de Ahorros de Valencia, Castellón y Alicante (BANCAJA)              | 0        | 0          |
| Dexia Bank   | 0        | 0          |
| EBN Banco de Negocios S.A.   | 0        | 0          |
| J.P. Morgan Securities Ltd.  | 165      | 16,500,000 |
| Total  | 325      | 32,500,000 |

| Entity   | Series C |           |
|--|----------|-----------|
|  | Num.     | Amount    |
| CALYON Sucursal en España  | 30       | 3.000.000 |
| Caja de Ahorros y Monte de Piedad de Zaragoza, Aragón y Rioja (Ibercaja) | 0        | 0         |
| Caja de Ahorros de Valencia, Castellón y Alicante (BANCAJA)              | 0        | 0         |
| Dexia Bank   | 0        | 0         |
| EBN Banco de Negocios S.A.   | 0        | 0         |
| J.P. Morgan Securities Ltd.  | 45       | 4,500,000 |
| Total  | 75       | 7,500,000 |

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| Entity   | Series D |           |
|--|----------|-----------|
|  | Num.     | Amount    |
| CALYON Sucursal en España  | 0        | 0         |
| Caja de Ahorros y Monte de Piedad de Zaragoza, Aragón y Rioja (Ibercaja) | 70       | 7,000,000 |
| Caja de Ahorros de Valencia, Castellón y Alicante (BANCAJA)              | 0        | 0         |
| Dexia Bank   | 0        | 0         |
| EBN Banco de Negocios S.A.   | 0        | 0         |
| J.P. Morgan Securities Ltd.  | 0        | 0         |
| Total  | 70       | 7,000,000 |

The Underwriting and Placement Agents will assume the obligations contained in the Placement Subscription and Underwriting Contract, namely the following:

- 1) Procure the subscription of the Series A Bonds, the Series B Bonds and the Series C Bonds by third parties. IBERCAJA will subscribe all the Series D Bonds and therefore no placement functions will be performed with respect to such Series.
- 2) Commitment to subscribe for their own account the Series A Bonds, the Series B Bonds and the Series C Bonds that have not been subscribed by third parties during the Subscription Period, up to the total amounts of their respective pooled underwriting commitments.
- 3) Payment by the Underwriting and Placement Agents to the Financial Agent on the Disbursement Date, before 11.00 a.m. (CET) and for value that same day, the nominal value of the Series A Bonds, the Series B Bonds, the Series C Bonds and the Series D Bonds placed by each of them and, as applicable, subscribed by them for their own account up to their respective underwriting commitments.
- 4) Other matters regulating the underwriting and placement

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The Bonds will be placed during the Subscription Period, which will start on 16 May 2006 at 12.00 noon (CET) and will end that same day at 2.00 p.m. (CET). This placement, and the allocation which each underwriter guarantees under the Bond Issue Management, Underwriting and Placement Contract, will be conducted at the latter's discretion, and ensuring that there is no discrimination between requests of similar characteristics. Notwithstanding the foregoing, the Underwriting and Placement Agents may give priority to any of their clients' requests that they deems necessary. The obligation acquired by the Underwriting and Placement Agents is pooled and irrevocable, such that each one of them is liable solely for the amount it has respectively underwritten.

Without prejudice to the provisions of the previous paragraph, the non-confirmation before the start of the Subscription Period of the provisional ratings assigned to the Bonds by the Rating Agencies will be construed as grounds for cancelling the incorporation of the Fund, the Issue of the Bonds, the termination of the "Bond Issue Management, Underwriting and Placement Contract and of the Fund's other contracts.

In consideration of the commitment undertaken by the Underwriting and Placement Agents, the latter will receive an underwriting and placement fee, an estimate of which is included in the Fund's initial expenses, in section 6 of the Securities Note. Each of the Bond Underwriting and Placement Agents will receive a Underwriting and Placement fee, applied to the nominal amount of the Bonds of the corresponding Series underwritten by each one, which will be between 0.04% and 0.07% for the Series A, B and C Bonds.

The definitive underwriting fees of each of the Series A, B and C, expressed as a percentage, will be determined by mutual agreement of the Lead Managers before 10.00 a.m. (CET) and notified in writing to the Sociedad Gestora before 10.30 a.m. (CET) on the second Business Day prior to the Disbursement Date (that is to say, 16 May 2006). If the Lead Managers fail to reach an agreement or the fee is not notified on time, and without detriment to any liability deriving therefrom, the Sociedad Gestora will set the underwriting and placement fee corresponding to the Series of Bonds about which no agreement has been or that has not been notified properly, as 0.05% of the nominal amount of the Bonds of the Series in question, for the Series A, B, and C Bonds.

IBERCAJA will not receive any remuneration for the Series D Bonds subscription commitment.

The amount of the underwriting and placement fee accrued in favour of each of the Underwriting and Placement Agents will be paid to them in a single payment on the Disbursement Date, once they have paid the Fund the nominal value of the Bonds placed by each of the Underwriting and Placement Agents and, as applicable, subscribed by them for their own account up to their respective underwriting commitments. However, the Underwriting and Placement Agents will be entitled to deduct such fee from the amounts that they must deliver to the Fund.

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Furthermore, on the same date the Sociedad Gestora will report this information to the CNMV as additional information to this Prospectus and it will be stated in the notarial disbursement record. Each of the Bond Underwriting and Placement Agents will receive the fees finally set for each Bond, applied to the nominal amount underwritten by that Agent, by virtue of the Bond Issue Management, Underwriting and Placement Contract.

#### **4.2.3 Lead Managers**

CALYON Sucursal en España and J.P. Morgan Securities Ltd. are acting as Lead Managers and will receive no fee for performing those management duties.

#### **4.3. Legislation under which the securities have been created**

The Fund has been incorporated and the Bonds are being issued in accordance with the Spanish law applicable to the Fund and to the Bonds. In particular, they are being issued pursuant to (i) Ley 24/1988, (ii) Royal Decree 926/1998 and its implementing provisions, and Ley 19/1992, for those aspects not covered by Royal Decree 926/1998, and insofar as applicable, and (iii) Royal Decree 1310/2005 and (iv) any other legal provisions prevailing from time to time.

This Securities Note has been drawn up in accordance with the models set forth in Regulation 809/2004.

#### **4.4. Indication of whether the securities are in registered or bearer form and whether the securities are in certificated or book-entry form**

The Bonds will only be represented by book entries, and therefore are registered securities, in accounts managed by the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. ("IBERCLEAR"), located at calle Pedro Teixeira, number 8, 1ª planta, Madrid 28020 (Spain). In this respect, it is hereby stated that the Articles of Incorporation will produce the effect set forth in article 6 of the Ley del Mercado de Valores. The Bondholders will be identified in accordance with the book entries made by the entities that participate in IBERCLEAR.

#### **4.5. Currency of the issue**

The Bonds will be denominated in euros.

#### **4.6. Ranking of the securities according to the subordination rules**

##### **4.6.1 Simple mention of the ranking of interest payments for the Bonds in each of the Series in the Fund's Payment Priority Order**

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The payment of interest accrued by the Series A Bonds ranks (4th) in the Payment Priority Order established in section 3.4.6.2 of the Additional Building Block and (5th) in the Liquidation Payment Priority Order established in section 3.4.6.3 of the Additional Building Block.

The payment of interest accrued by the Series B Bonds ranks (5th) in the Payment Priority Order established in section 3.4.6.2. of the Additional Building Block, unless the conditions stipulated in the said section of the Additional Building Block for its deferral occur, in which case it will rank (8th) in the Payment Priority Order, and (7th) in the Liquidation Payment Priority Order established in section 3.4.6.3. of the Additional Building Block.

The payment of interest accrued by the Series C Bonds ranks (6th) in the Payment Priority Order established in section 3.4.6.2. of the Additional Building Block, unless the conditions stipulated in the said section of the Additional Building Block for its deferral occur, in which case it will rank (9th) in the Payment Priority Order, and (9th) in the Liquidation Payment Priority Order established in section 3.4.6.3. of the Additional Building Block.

The payment of interest accrued by the Series D Bonds ranks (12th) in the Payment Priority Order established in section 3.4.6.2. of the Additional Building Block, and (12th) in the Liquidation Payment Priority Order established in section 3.4.6.3 of the Additional Building Block.

#### **4.6.2 Simple mention of the ranking of principal payments for the Bonds in each of the Series in the Priority Ranking of Payments of the Fund**

The payment of principal of the Series A, B and C ranks (7th) in the Payment Priority Order established in section 3.4.6.2. of the Additional Building Block, which will be applied in accordance with the rules set forth in sections 4.9.3 and 4.9.4 of this Securities Note.

In the event of early liquidation, the payments of principal of Series A, B and C will rank (6th), (8th) and (10th), respectively, in the Liquidation Payment Priority Order established in section 3.4.6.3. of the Additional Building Block.

In the case of the Series D Bonds, the payment of principal of the Series D Bonds will rank (13th) in the Payment Priority Order established in section 3.4.6.2. of the Additional Building Block, and (13th) in the Liquidation Payment Priority Order established in section 3.4.6.3. of the Additional Building Block.

#### **4.7. Description of the rights attached to the securities.**

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Pursuant to current legislation, the securities detailed in this Securities Note will offer no future or present rights to the investor over the Fund or its Sociedad Gestora.

The Investor's economic and financial rights associated with the acquisition and ownership of the Bonds will be those derived from the interest rates, yields and redemption prices with which the Bonds are issued and which are detailed in sections 4.8. and 4.9. infra in this Securities Note.

The Bondholders are subject, with respect to the payment of interest and repayment of the principal of the Bonds of each Series, to the Payment Priority Order and to the Liquidation Payment Priority Order established in sections 3.4.6.2 and 3.4.6.3, respectively, of the Additional Building Block

The Bondholders will have no recourse against the Sociedad Gestora, other than from non-performance of its duties or non-compliance with the provisions of this Prospectus, of the Articles of Incorporation and the applicable laws and regulations.

Any dispute regarding the Fund or the Bonds that may arise during its operations or liquidation, be it amongst the Bondholders or between the latter and the Sociedad Gestora, will be submitted to the courts and tribunals of Spain, with waiver of any other jurisdiction to which the parties may be entitled.

#### **4.8. The nominal interest rate and provisions relating to interest payable.**

##### **Bond Interest**

From the Disbursement Date until their total maturity, all the Bonds will accrue a annual nominal rate of interest, adjusted quarterly. This interest will be paid quarterly in arrears on each Payment Date on the Receivable Nominal Balance of each Bond.

The interest of the Bonds will be paid, in relation to the other Fund payments, in the Payment Priority Order set forth in section 3.4.6.2. of the Additional Building Block.

With regard to the accrual of the interest for the Bond issue, payment of interest will be divided into interest accrual periods ("**Interest Accrual Periods**") which will include the days elapsed between each Payment Date (including the first Payment Date and excluding the last one). Exceptionally, the first Interest Accrual Period will commence on the Disbursement Date (including the latter), and will end on the first Payment Date, in other words, 28 September 2006 (excluding the latter).

The annual Nominal Interest Rate accrued by each Series of Bonds during each Interest Accrual Period will be the result of adding (i) the Reference Interest Rate, calculated as stipulated below, and rounded to the nearest thousandth, taking into account that, in the



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event of equal conditions for rounding up or down, the amount will always be rounded up; plus (ii) the margin applicable to each Series of Bonds, as indicated below.

**Reference Interest Rate:** The Reference Interest Rate for fixing the interest rate applicable to the Bonds of all the Series will be the three (3) month EURIBOR or, if necessary, its substitute, determined as stated below.

**Fixing of the Bond Reference Interest Rate:** The EURIBOR will be fixed according to the rules established in this section.

On each of the Interest Rate Fixing Dates, (as such date is defined in this section), the Sociedad Gestora, with the information received from the Financial Agent, will fix the Reference Interest Rate, which will be equal to the EURIBOR, as follows:

- (i) The three-month EURIBOR displayed on the EURIBOR= page of the REUTERS screen, on the Fixing Date at 11.00 a.m. Madrid time. "REUTERS screen, "EURIBOR page" is the one that displays the contents of the "EURIBOR 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 as indicated in section (i) supra, the three month EURIBOR on the "TELERATE" screen (TELERATE SPAIN, S.A.), on page 248, or any other page that may be used instead on the Fixing Date at 11.00 a.m., Madrid time, will prevail.
- (iii) In the event of absence of the rates established in paragraphs (i) and (ii) above, the simple arithmetic mean of the London rates for Interbank interest rates on non-transferable deposits in euros for a three-month maturity term for an equivalent amount to the Receivable Nominal Balance of the Bonds on the Interest Fixing Date by the following banks will apply, as near as possible to 11.00 a.m., Madrid time and this interest rate will be requested simultaneously from such banks:
  - Banco Santander Central Hispano (London)
  - J.P. Morgan Chase & Co. (London)
  - Barclays Bank (London)
  - Confederación Española de Cajas de Ahorros (London Branch)

In the event that one or several of the aforementioned institutions do not furnish a list of quoted rates, the rate applied will be the rate that results from applying the simple arithmetic mean of the rates declared by at least two of the remaining institutions.

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- (iv) In the absence of the rates in accordance with the provisions of paragraphs (i), (ii), and (iii), the Reference Interest Rate for the immediately previous Interest Accrual Period will apply. On the First Interest Fixing Date, in the event that the Reference Rate is not published in accordance with the provisions of paragraphs (i), (ii) and (iii), in accordance with paragraph (i), the rate applied will be the rate published on the last Business Date on which such Reference Interest Rate was published.

The Sociedad Gestora will keep copies of the REUTERS or TELERATE screen printouts, or if appropriate, the quote statements from the banks referred to in paragraph (iii) above, as documents accrediting the EURIBOR rate determined.

Notwithstanding, Reference Interest Rate for the first Accrual Period, between the Closing Date and the first Payment Date, will be the result of the lineal interpolation between 4-month EURIBOR rate and 5-month EURIBOR rate, taking account the number of days of the first Accrual Period. Calculation of the Reference Interest Rate for the first Accrual Period will result according with the following formula:

$$R = E4 + ((d-123)/30) * (E5 - E4)$$

R= Reference Interest Rate for the first Accrual Period.

d= Number of days for the first Accrual Period.

E4= 4-month EURIBOR rate.

E5= 5-month EURIBOR rate.

The four (4) and five (5) month EURIBOR rate for the first Interest Accrual Period will be fixed in accordance with the rules established in the previous paragraphs of this section, without prejudice to the time references made beforehand changing, as a result thereof, from three (3) to four (4) or five (5) months, except for the rule set forth in the first sentence of paragraph (iv) above, which will not apply.

**Date for Fixing the Reference Interest Rate and Bond Interest Rate:** The Reference Interest Rate Fixing Date for each Interest Accrual Period will be the second (2nd) Business Day prior to the Payment Date in question (hereinafter, "**Fixing Date**") and will apply for the next Interest Accrual Period. Exceptionally, for the first Interest Accrual Period, the Reference Rate will be fixed on the second (2nd) Business Day prior to the Disbursement Date (that is to say, 16 May 2006).

Once the Bond Reference Interest Rate has been fixed, and on the same Fixing Date, the Sociedad Gestora will calculate and fix, for each of the Series of Bonds, the interest rate applicable to the next Interest Accrual Period.

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### **Margin applicable to the Reference Interest Rate for each Series of Bonds**

The margin applicable to the Reference Interest Rate fixed as specified above, for calculating the interest rate accrued by the Bonds of each Series in each Interest Accrual Period, will be between the following values:

- Series A Bonds: between 0.08% and 0.14%, both inclusive.
- Series B Bonds: between 0.18% and 0.40%, both inclusive.
- Series C Bonds: between 0.35% and 0.70%, both inclusive.
- Series D Bonds: between 3.50% and 4.50%, both inclusive.

The margin applicable to each of the series of Bonds, expressed as a percentage, will be fixed by common agreement by the Lead Managers, at the latest, before 10.00 a.m., Madrid time, of the second (2nd) Business Day prior to the Disbursement Date (that is to say, 16 May 2006). The definitive margin applicable to the Bonds will be reported by fax to the Sociedad Gestora before 10.30 a.m., Madrid time, of the second (2nd) Business Day prior to the Disbursement Date (that is to say, 16 May 2006), by the Lead Managers. In the event of the absence of this notification, the Sociedad Gestora will set the margin for those Series as:

- Series A Bonds: 0.14%,
- Series B Bonds: 0.35%,
- Series C Bonds: 0.60%, and
- Series D Bonds: 4.00%.

If the Sociedad Gestora fixes the definitive margins applicable to each Series in the absence of an agreement, before the start of the Subscription Period it will inform the Lead Managers, who will in turn inform the Underwriting and Placement Agents, who will in turn inform the investors interested in subscribing the Bonds. At the same time the Sociedad Gestora will also notify the CNMV of this additional information to the Prospectus. The final margin applicable will be registered in the disbursement certificate.

**Formulae for calculating the interest of the Bonds:** The Sociedad Gestora will calculate the interest accrued by the Bonds of each Series, during each Interest Accrual Period, in accordance with the following formula:

$$I_i = N_i * r_i * \frac{n_i}{360}$$

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where:

$N_i$  Receivable Nominal Balance of the Bond at the start of the Interest Accrual Period.

$I_i$  Total amount of interest accrued by the Bond in the Interest Accrual Period.

$ri$  is the rate of interest of the Bond on an annual basis, calculated as the sum of the Reference Interest Rate of the pertinent Interest Accrual Period plus the margin specified for that Series.

$ni$  is the number of days in the Interest Accrual Period.

#### **4.8.1 Time limit on the validity of claims to interest and repayment of principal**

Interest on the Bonds, regardless of the Series to which they belong, will be paid each quarter in arrears, on 28 March, 28 June, 28 September and 28 December of each year until the total maturity of the Bonds (each one of them, a "**Payment Date**"). In the event of any of those days not being a Business Day, the interest and principal corresponding to the quarter will be paid on the following Business Day. The first Payment Date will be 28 September 2006.

For the purposes of this Prospectus, business days ("**Business Days**") are considered to be all those days which are not:

- Saturday
- Sunday
- holiday in the city of Madrid, or
- non-business day on the TARGET (Trans European Automated Real-Time Gross Settlement Express Transfer System) calendar.

In the event that on a Payment Date, and despite the mechanisms established for the protection of the rights of the Bondholders, the Available Funds, as the latter are defined in sections 3.4.6.2. and 3.4.6.3. of the Additional Building Block, are not sufficient to pay all or part of the interest accrued by the Bonds of any of the Series, pursuant to the Payment Priority Order or the Liquidation Payment Priority Order set forth in such sections and in the event that the Available Funds only suffice to partially meet obligations that rank in the same order of priority, the amount will be distributed among the Bonds involved, in proportion to the Receivable Nominal Balance thereof, and any amounts that the Bondholders have not been paid will be paid on the next Payment Date that this is possible, without accruing default interest. Any payments not made to the Bondholders will be made on the next Payment Date (if sufficient Available Funds exist

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to do so) that ranks immediately prior to the payments to the holders of Bonds of that same series corresponding to that period. The Fund, acting through its Sociedad Gestora, will not postpone the payment of interest or principal of the Bonds later than their corresponding Legal Maturity Date, 28 December 2043 or, if that day is not a Business Day, the next Business Day.

Any current or future withholdings, rates and taxes to which the capital, interest or yields of these same are subject will be for the sole account of their holders and, where applicable, their corresponding amount will be deducted by the entity obliged to do so in the legally established manner.

Payment will be made through the ICO using IBERCLEAR and its participative entities to distribute the amounts.

#### **4.8.2 Description of the underlying security upon which the interest rate and historic information is based**

Solely for information purposes, there follow the data of the three (3) month EURIBOR rates published on the dates indicated, on the Reuters EURIBOR01= page, as well as the Nominal Interest Rate that would have been applicable to each Series of Bonds, if the applicable margins were as follows: 0.14% for the Series A Bonds, 0.35% for the Series B Bonds, 0.60% for the Series C Bonds, and 4.00% for the Series D Bonds.

| <b>DATES</b> | <b>3 month EURIBOR</b> | <b>A BOND</b> | <b>B BOND</b> | <b>C BOND</b> | <b>D BOND</b> |
|--------------|------------------------|---------------|---------------|---------------|---------------|
| 25-Apr-06    | 2.790%                 | 2.930%        | 3.140%        | 3.390%        | 6.790%        |
| 24-Apr-06    | 2.783%                 | 2.923%        | 3.133%        | 3.383%        | 6.783%        |
| 21-Apr-06    | 2.779%                 | 2.919%        | 3.129%        | 3.379%        | 6.779%        |
| 20-Apr-06    | 2.776%                 | 2.916%        | 3.126%        | 3.376%        | 6.776%        |
| 19-Apr-06    | 2.770%                 | 2.910%        | 3.120%        | 3.370%        | 6.770%        |
| 18-Apr-06    | 2.769%                 | 2.909%        | 3.119%        | 3.369%        | 6.769%        |
| 13-Apr-06    | 2.765%                 | 2.905%        | 3.115%        | 3.365%        | 6.765%        |
| 12-Apr-06    | 2.764%                 | 2.904%        | 3.114%        | 3.364%        | 6.764%        |
| 11-Apr-06    | 2.762%                 | 2.902%        | 3.112%        | 3.362%        | 6.762%        |
| 10-Apr-06    | 2.763%                 | 2.903%        | 3.113%        | 3.363%        | 6.763%        |
| 7-Apr-06     | 2.764%                 | 2.904%        | 3.114%        | 3.364%        | 6.764%        |
| 6-Apr-06     | 2.831%                 | 2.971%        | 3.181%        | 3.431%        | 6.831%        |
| 5-Apr-06     | 2.824%                 | 2.964%        | 3.174%        | 3.424%        | 6.824%        |
| 4-Apr-06     | 2.822%                 | 2.962%        | 3.172%        | 3.422%        | 6.822%        |
| 3-Apr-06     | 2.818%                 | 2.958%        | 3.168%        | 3.418%        | 6.818%        |

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### **4.8.3 Calculation Agent**

The agent responsible for calculating the Bond interest will be the Sociedad Gestora.

## **4.9. Security maturity and redemption dates**

### **4.9.1 Redemption price**

The securities will be redeemed at par value, i.e., one hundred thousand (100,000) euros per Bond.

### **4.9.2 Redemption Date**

The Bond redemption dates will be the Payment Dates, in other words, 28 March, 28 June, 28 September and 28 December of each year or, if that day is not a Business Day, on the next Business Day. The first Payment Date will be 28 September 2006.

### **4.9.3 Ordinary rules regarding redemption of the Series A, B and C Bonds.**

The redemption of the Series A Bonds will commence on the first Payment Date.

The redemption of the Series B Bonds will only commence when the Series A Bonds have been redeemed in full, except in the case described in section 4.9.4. of this Securities Note.

The redemption of the Series C Bonds will only commence when the Series A and B Bonds have been redeemed in full, except in the case described in section 4.9.4. of this Securities Note.

The redemption of the Series A, Series B and Series C Bonds will be conducted on a pro rata basis among the Bonds of the same Series that are scheduled for redemption (as provided for below), by reducing the nominal amount, until it has been completed, on each Payment Date.

On each Payment Date, the amount that will be allocated to the redemption of the Series A, B and C Bonds, will be an amount equal to the lesser of the following amounts(**"Amount Available for Redemption"**):

- (a) The positive difference on that Payment Date between the Receivable Nominal Balance of the Bonds (before the amount redeemed on that Payment Date) and the Outstanding Nominal Balance of the Non-Defaulted Participations and Certificates for the last day of the month prior to the month of the Payment Date; and

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- (b) The Funds Available on that Payment Date, after deducting the amounts indicated in sections (1) to (6) of the Payment Priority Order described in section 3.4.6.2. of the Additional Building Block.

Consequently, in the event of Participations and the Certificates whose underlying loans are 18 months or more in arrears or that have been declared in default by the Seller (the “**Defaulted Participations and Certificates**”), the Bonds will be redeemed by an amount equal to their Nominal Balance Outstanding on the last day of the calendar month prior to the current Payment Date, plus the amounts due and uncollected since the last Payment Date. The Bonds will be redeemed using the Available Funds, always after paying any obligations that rank before the redemption in the Payment Priority Order described in section 3.4.6.2. of the Additional Building Block. or in the Liquidation Payment Priority Order described in section 3.4.6.3 of the Additional Building Block. Should there be Available Funds for making these payments, the corresponding amounts will remain pending redemption until the immediately next Payment Date.

#### **4.9.4 Extraordinary rules regarding the pro rata redemption of the Series A, B and C Bonds.**

Without detriment to the ordinary rules regarding redemption of the Series A, B and C Bonds set forth in section 4.9.3. of this Securities Note, the principal of the Series A, B and/or C Bonds will be redeemed on a pro rata basis when the following circumstances exist at the same time on a Payment Date:

a) To proceed to the redemption of the Series B, that prior to the corresponding Payment Date:

- (i) the Receivable Nominal Balance of the Series B is equal to or greater than 6.50% of the sum of the Receivable Nominal Balance of Series A, B and C, and
- ii) the Receivable Nominal Balance of the Non-Defaulted Participations and Certificates, more than 90 days in arrears, does not exceed 1.25% of the Receivable Nominal Balance of the Non-Defaulted Participations and Certificates pooled in the Fund..

b) To proceed to the redemption of the Series C, that prior to the corresponding Payment Date:

- i) the Outstanding Nominal Balance of the Series C is equal to or greater than 1.50% of the sum of the Outstanding Nominal Balance of Series A, B and C, and

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- ii) the Receivable Nominal Balance of the Non-Defaulted Participations and Certificates, more than 90 days in arrears, does not exceed 1.00% of the Receivable Nominal Balance of the Non-Defaulted Participations and Certificates pooled in the Fund.
- c) To proceed to the redemption of the Series B and of the Series C:
- (i) that the Required Level of the Reserve Fund on the Payment Date preceeding the corresponding Payment Date has been allocated in full and,
  - ii) that the Receivable Nominal Balance of the Mortgage Loans corresponding to the last day of the calendar month prior to that of the current Payment Date is equal to or more than 10% of the original Receivable Nominal Balance of the Mortgage Loans upon the incorporation of the Fund.

Should the redemption of the Series B and/or of the Series C be applicable on a Payment Date, according to the foregoing provisions, the Amount Available for Redemption will also be applied to the redemption of the Series B and/or of the Series C, such that the Receivable Nominal Balance of the Series B or that of the Series C relative to the sum of the Receivable Nominal Balance of the Series A, B and C remain, respectively, at 6.50% or 1.50%, or, in the event of higher percentages, the closest possible.

#### **4.9.5 Rules for the redemption of the Series D Bonds**

The principal of the Series D Bonds will be repaid by means of partial redemptions on each of the Payment Dates, in accordance with the redemption rules set forth below and up to its total nominal amount, for the amount of the Available Resources applied on each Payment Date to the redemption of the Series D, in accordance with the Payment Priority Order.

The partial redemption of the Series D Bonds will take place on each of the Payment Dates, by an amount equal to the positive difference between the amount of the Required Level of the Reserve Fund on the previous Payment Date and the amount of the Required Level of the Reserve Fund on the corresponding Payment Date, in accordance with the provisions of section 3.4.2.1. of the Additional Building Block.

The final redemption of the Series D Bonds will take place on the Legal Maturity Date, without prejudice to the scheduled partial redemptions and to the Sociedad Gestora, acting for and on behalf of the Fund, and in accordance with the provisions of section 4.9.8 of this Securities Note, proceeding to the early redemption of the Bond Issue before the Legal Maturity Date.

#### **4.9.6 Legal Maturity Date**



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The Legal Maturity Date and, consequently, the definitive redemption of the Bonds will be 28 December 2043 (which coincides with the Payment Date immediately following the corresponding date to be added thirty-six -36- months to the last Mortgage Loan Redemption Date) or, if that day is not a Business Day, the next Business Day. However, the Sociedad Gestora, for and on behalf of the Fund, and pursuant to the provisions of section 4.4.3. of the Registration Document, may proceed to redeem the Bonds before the Legal Maturity Date. The definitive redemption of the Bonds on the Legal Maturity Date will be carried out in accordance with the Liquidation Payment Priority Order.

#### **4.9.7 Collection Dates, Collection Periods and Notification Dates**

**"Fund Collection Date"**, will be the 20th day of each month. On these dates the transfers will be made from the Seller, as the servicer of the Mortgage Loans, to the Reinvestment Account. If this day is not a Business Day, the transfer will be made on the immediately previous Business Day. The transfers will be made every five Business Days, in the circumstances set forth in section 3.4.4.1. of the Additional Building Block. The first Fund Collection Date will be 20 June 2006.

**"Collection Period"** will mean a period that coincides with the calendar month. Fund liquidations of the amounts collected from the borrowers will be performed during these periods. Exceptionally, the first Collection Period will be between the Incorporation Date and the last day of the month of May 2006.

**"Notification Dates"**, will mean the second Business Day before each Payment Date throughout the life of the Fund. On these dates the Sociedad Gestora will notify the amounts to be paid for principal and interest to the holders of the Bonds issued, in the manner described in section 4.1. of the Additional Building Block.

#### **4.9.8 Early Redemption of the Bonds**

Notwithstanding the obligation of the Fund, through its Sociedad Gestora, to redeem the Bonds of each Series on the Legal Maturity Date (28 December 2043 or, if this is not a Business Day, the next Business Day) or the partial redemptions on each Payment Date, as established in the previous sections, the Sociedad Gestora will be authorised to proceed with the early liquidation of the Fund and hence the early redemption (**"Early Redemption"**), on a Payment Date, of the entire Bond Issue, in accordance with the Events of Early Liquidation and the requirements set forth in section 4.4.3. of the Registration Document and subject to the Liquidation Payment Priority Order set forth in section 3.4.6.3. of the Additional Building Block.

#### **4.10. Indication of the yield for investors and method of calculation**

The main characteristic of the Bonds is that their periodic redemption depends on the aggregate behaviour of the Mortgage Loans.

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The average life, yield, duration and final maturity of the Bonds of each Series depends on diverse factors, the most significant of which are as follows:

- a) The repayment system and calendar for each of the Mortgage Loans stipulated in the related contracts.
- b) The capacity of the Debtors to prepay, in full or in part, the Mortgage Loans and the rate at which such prepayment takes place in aggregate over the life of the Fund.
- c) The floating interest rates that will apply to each of the Mortgage Loans, which will cause the amount of each repayment instalment to vary.
- d) Delinquency of the debtors in making the Mortgage Loan repayments.

In this regard, prepayments by the Debtors of the Mortgage Loans are very significant. The prepayments are subject to continuous change and in this Prospectus are estimated using several assumptions for the future behaviour of the constant effective annual prepayment rate (hereinafter, "**APR**") which will have a direct bearing on the rate at which the Bonds are redeemed and hence on their average life and duration.

To calculate the data shown in the tables contained in this section, and in view of the uncertain nature of many of the parameters, the following hypotheses have been assumed:

1. The annual Nominal Interest Rates applicable to the Series A, B, C and D Bonds, variable quarterly, taking as a reference the 3-month Euribor rate on 25 April 2006, that is to say, 2.790%, and assuming that the final margin applicable will be fixed at 0.14% for the Series A Bonds, 0.35% for the Series B Bonds, 0.60% for the Series C Bonds and 4.00% for the Series D Bonds.

| Nominal interest rate | Series A | Series B | Series C | Series D |
|-----------------------|----------|----------|----------|----------|
|                       | 2.930%   | 3.140%   | 3.390%   | 6.790%   |

Taking into account that, on the first Payment Date, the Reference Interest Rate will be the rate that results from the linear interpolation between the four (4) month EURIBOR rate and the five (5) month EURIBOR rate, pursuant to the provisions of section 4.8. of this Securities Note, and since the four (4) month EURIBOR rate on 25 April 2006 is 2.846% and the five (5) month EURIBOR rate on 25 April 2006 is 2.889%, therefore the interpolated Euribor is 2.860%, the Nominal Rate of

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Interest applicable to the Bonds of each Series on the first Payment Date would be as follows:

| <b>Nominal interest rate</b> | <b>Series A</b> | <b>Series B</b> | <b>Series C</b> | <b>Series D</b> |
|------------------------------|-----------------|-----------------|-----------------|-----------------|
|                              | 3,000%          | 3,210%          | 3,460%          | 6,860%          |

2. Weighted average interest rate for the pooled Participations and Certificates: 3.221%.
3. Arrears of more than thirty (30) days of the Participations and Certificates portfolio: 0% per annum.
4. Participation and Certificate portfolio NPLs: 0.30% per annum from November 2007, with 85% of the stock of NPLs recovered one year later.
5. The Disbursement Date of the Securitisation Bonds will be 18 May 2006;

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| <b>% APR:</b>                            | <b>8%</b>             | <b>12%</b> | <b>16%</b> |
|--|-----------------------|------------|------------|
|  | <b>Series A Bonds</b> |            |            |
| <b>Average life (yrs)</b>                | 6.66                  | 5.16       | 4.18       |
| <b>IRR</b>                               | 2.999%                | 2.999%     | 2.999%     |
| <b>Duration (years)</b>                  | 5.61                  | 4.48       | 3.70       |
| <b>Fund Early Liquidation Date - 10%</b> | 28/03/2022            | 28/12/2018 | 28/09/2016 |

| <b>% APR:</b>                            | <b>8%</b>             | <b>12%</b> | <b>16%</b> |
|--|-----------------------|------------|------------|
|  | <b>Series B Bonds</b> |            |            |
| <b>Average life (yrs)</b>                | 11.04                 | 8.73       | 7.00       |
| <b>IRR</b>                               | 3.218%                | 3.218%     | 3.218%     |
| <b>Duration (years)</b>                  | 8.93                  | 7.32       | 6.04       |
| <b>Fund Early Liquidation Date - 10%</b> | 28/03/2022            | 28/12/2018 | 28/09/2016 |

| <b>% APR:</b>                            | <b>8%</b>             | <b>12%</b> | <b>16%</b> |
|--|-----------------------|------------|------------|
|  | <b>Series C Bonds</b> |            |            |
| <b>Average life (yrs)</b>                | 11.04                 | 8.73       | 7.00       |
| <b>IRR</b>                               | 3.477%                | 3.477%     | 3.477%     |
| <b>Duration (years)</b>                  | 8.79                  | 7.22       | 5.97       |
| <b>Fund Early Liquidation Date - 10%</b> | 28/03/2022            | 28/12/2018 | 28/09/2016 |

| <b>% APR:</b>                            | <b>8%</b>             | <b>12%</b> | <b>16%</b> |
|--|-----------------------|------------|------------|
|  | <b>Series D Bonds</b> |            |            |
| <b>Average life (yrs)</b>                | 12.94                 | 10.25      | 8.41       |
| <b>IRR</b>                               | 7.050%                | 7.050%     | 7.050%     |
| <b>Duration (years)</b>                  | 7.77                  | 6.70       | 5.84       |
| <b>Fund Early Liquidation Date - 10%</b> | 28/03/2022            | 28/12/2018 | 28/09/2016 |

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

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

Where:

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- A= Average life expressed in years.
- B<sub>n</sub>= Principal to be redeemed of each Series of Bonds on each Payment Date.
- m<sub>n</sub>= Months between the Disbursement Date of the issue and each Payment Date.
- n = 1,...,n. Number of quarters (Payment Dates) in which the B<sub>n</sub> amounts will be paid.
- C = Total amount in Euros of each Bond Series.

**Internal Rate of Return (IRR) has been calculated with the following formula:**

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

where,

- N= price of the Bond subscription.
- I= IRR expressed as an annual rate, as a decimal fraction of one.
- d<sub>n</sub>= Days between the Disbursement Date and each Payment Date.
- a<sub>n</sub>= a<sub>1</sub>,...,a<sub>n</sub>. Total amounts to be redeemed (on maturity) and/or interest that investors will receive every quarter.
- n= 1,...,t. Number of quarters in which the a<sub>n</sub> amounts will be paid.

**Duration of the Bonds (Macaulay adjusted formula):**

$$D = \frac{\sum_{j=1}^n (Pn \times VA_n)}{PE} \times \frac{1}{(1 + I)}$$

Where:

- D= Duration of each Series of Bonds expressed in years.

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$P_n$  = Time elapsed (in years) between the Disbursement Date and each Payment Date.

$VA_n$  = Present value of the total amounts of principal and interest that investors will receive every quarter, discounted on an annual basis at the IRR rate.

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

I = Internal rate of return (IRR) expressed as a percentage of one.

n = 1, ..., n. Number of quarters in which the  $VA_n$  amounts will be paid.

**Final maturity:** for each of the Series, date on which the final redemption of the Bonds is expected, assuming exercise of the option for Early Liquidation of the Fund and Early Redemption of the Bond Issue when the Receivable Nominal Balance of the Mortgage Loans is less than 10% of the original Receivable Nominal Balance.

The information in the charts of the financial service by each Bond of each Class has been drawn up on different repayment rates and hypothesis described above. The Sociedad Gestora declares that the information in the charts is only given by way of example, and the amounts do not represent a specific obligation by the Fund











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#### **4.11. Representation of the security holders**

No Bondholder Syndicate will be set up for the securities included in this Issue. The Bondholders will be represented by the Sociedad Gestora in accordance with the provisions of article 12 of Royal Decree 926/1998. Consequently, the Sociedad Gestora must subordinate its actions to safeguarding the interests of the holders of the Bonds issued by the Fund.

#### **4.12. Resolutions, authorisations, and approvals for the Securities issue**

The resolutions and agreements under which these Bonds are issued, the validity whereof is material through the certifications sent to the CNMV, are as detailed below.

##### **4.12.1 Corporate resolutions**

###### **4.12.1.1. Resolution to transfer mortgages loans by the issue of mortgage participations and mortgage transfer certificates.**

At the meeting held on 9 March 2006, the Board of Directors of IBERCAJA, resolved to authorise the sale of mortgage guarantee loans owned by IBERCAJA through the issue of mortgage shares and mortgage transfer certificates for their pooling or subscription by the Fund.

###### **4.12.1.2. Resolution to set up the Fund and issue the securities**

At the meeting held on 29 March 2006, the Board of Directors of the Sociedad Gestora, resolved to (i) incorporate the Fund, (ii) pool the Participations and the Certificates in the Fund, and (iii) issue the securities from the Fund under this Securities Note.

##### **4.12.2 Registration by the CNMV.**

This Bond Issue Prospectus was filed at the CNMV on 11 May 2006.

##### **4.12.3 Granting of the Public Articles of Incorporation for the Fund.**

Once the CNMV has registered the Prospectus and before the start of the Subscription Period, the Sociedad Gestora and IBERCAJA, as the issuer of the Participations and the Certificates to be subscribed by the Fund, will proceed to grant the Articles of Incorporation of the Fund, of issue and subscription of the Participations and the Certificates and the issue of the Bonds, in the terms set forth in article 6 of Royal Decree 926/1998, the contents of which will match the provisions of this Prospectus and the draft Articles of Incorporation filed with the CNMV. Under no circumstances will the terms of the Articles of Incorporation contradict, modify, alter or invalidate the contents of this Prospectus. The Articles of Incorporation will be granted on the first Business Date following the date of registration of the Prospectus, that is to say, 12 May 2006. A copy

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of the Articles of Incorporation will be sent to the CNMV for its registration in the public register.

#### **4.13. Securities issue date**

The Bond issue date will coincide with the date on which the Articles of Incorporation are granted, that is to say, 12 May 2006.

The securities will be issued in order to be acquired by institutional investors, as the latter are defined in article 39 of Royal Decree 1310/2005 or similar regulations applicable in jurisdictions where the Bonds are offered for subscription. The Bonds will be subscribed during the Subscription Period, which will start on 16 May 2006 at 12.00 noon (CET) and will end that same day at 2.00 p.m. (CET)

The Underwriting and Placement Agents listed in section 5.2. of the Registration Document, in accordance with the nature of the issue and the customary practices in these markets, may place the underwritten bonds at their discretion, according to the provisions of the Bond Issue Management, Underwriting and Placement Contract entered into by the Sociedad Gestora and the Underwriting and Placement Agents, the main terms and conditions whereof are described in section 4.2.2. of this Securities Note, in all events endeavouring to ensure that no discriminatory treatment is given to orders of similar characteristics, notwithstanding which the Underwriting and Placement Entities may give priority to the orders from their clients as they deem fit.

The Bonds will be disbursed on the Disbursement Date, 18 May 2006.

Investors to whom the Bonds of the First Bonds Issue have been allotted must pay the Underwriting Agents, before 10.00 a.m., Madrid time, of the Disbursement Date, for value that same day, the issue price of each Bond allotted thereto. For their part, the Underwriting and Placement Agents must pay their corresponding amounts into the account opened in the name of the Fund in the Financial Agent, before 11.00 a.m., Madrid time, of the Disbursement Date, for value that same day.

#### **4.14. Restrictions on the free transferability of the securities.**

The Bonds are freely transferable and can be transmitted through any legally permissible means and in accordance with the rules of the AIAF Fixed Income Market. Registration of the transfer to the purchaser in the accounting register will have the same effects as the trading of shares, and from that moment onwards the transfer can be relied upon as against third parties.

### **5. ADMISSION TO TRADING AND DEALING ARRANGEMENTS**

#### **5.1. Market where the securities will be traded**

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The Sociedad Gestora, for and on behalf of the Fund, will apply to have the Issue admitted to official trading, once the Fund has been incorporated, on the AIAF Fixed Income Market so that the Bonds can be traded no later than one (1) month after the Disbursement Date.

If the Sociedad Gestora fails to have the Bonds admitted to trading in the aforementioned time frame, it undertakes to publish, in a nationwide newspaper, both the reasons for such failure and the new date on which the issued Bonds are scheduled to be admitted to trading, without prejudice to the possibility for the Sociedad Gestora to be held contractually liable if the failure is attributable to it.

Moreover, the Sociedad Gestora will request the inclusion of the Bonds in the accounting register managed by IBERCLEAR, so that they are cleared and settled in accordance with the operating rules applicable to securities quoted in the AIAF Market established, or to be approved in the future by IBERCLEAR.

The Sociedad Gestora hereby declares that it knows the requirements and conditions necessary for listing, quotation and delisting of securities in the AIAF Fixed Income Market according to the applicable laws and the requirements of its ruling body and agrees to comply with the same.

## **5.2. Financial Agent and Depository Agent**

The payment of interest and principal for the Bond Issue referred to in this Securities Note will be handled by ICO, located for these purposes at number 4, Paseo del Prado, in Madrid (Spain), which has the resources to carry out this function.

The interest of the Bonds of each Series will be paid until the final redemption thereof in Interest Accrual Periods in arrears, on each of the Payment Dates, in accordance with the conditions set forth in section 4.8 of this Securities Note.

The Sociedad Gestora, on behalf of and for the account of the Fund, will enter, with ICO, into a contract that regulates the deposit of the Participations and the Certificates, the Treasury Account and the Fund's paying agency ("**Financial Services Contract**").

The obligations to be assumed by the ICO in this Financial Services Contract are as summarised below:

- (i) On the Disbursement Date, pay to each of the Underwriting and Placement Agents the amount of the underwriting and distribution fee owing to each of them, unless they have deducted such fee upon delivering the underwritten amount.
- (ii) Make the Bond interest and redemption payments, on the corresponding Payment Date, after receiving appropriate instructions from the Sociedad Gestora.

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- (iii) On each of the Interest Rate Fixing Dates, notify the Sociedad Gestora of the Reference Interest Rate that will serve as the basis for calculating the Nominal Interest Rate applicable to each Series of the Bonds for each pertinent Interest Accrual Period.

As consideration for the services to be performed by the Financial Agent, the Fund will pay the latter on each Payment Date a fee consisting of a fixed part amounting to 5,415 euros minus 1,067 euros for each Series that may have been redeemed in full with a minimum of 4,348 euros, and a variable part equivalent to one quarter of 0.00355% of the sum of the outstanding principal (the "**Outstanding Nominal Balance**") of the Participations and the Certificates pooled in the Fund on the immediately previous Payment Date, including any taxes.

Without prejudice to the provisions of the previous paragraphs, the non-confirmation before the start of the Subscription Period of the provisional ratings assigned to the Bonds by the Rating Agencies will be construed as grounds for termination of the Financial Services Contract and of the Fund's other contracts.

The Sociedad Gestora is authorised to substitute the Paying Agent (in all or some of its duties in as the administrator of the Treasury Account, paying agency or depository of the Participations and the Certificates), provided that this is permitted under current law and, if and when necessary, the authorisation of the competent authorities is obtained. The grounds that give rise to the substitution must be a serious breach of its obligations and be liable to harm the interests of the Bondholders. The substitution will be reported to the CNMV, the Rating Agencies and the Seller.

In the event that the rating assigned by the Rating Agencies to the Financial Agent's short-term risk, such Financial Agent's current ratings being P-1 in the case of Moody's and A-1 in the case of S&P, is downgraded below P-1 in the case of Moody's, or below A-1 in the case of S&P, or either of the Rating Agencies withdraws such rating for any reason, within the thirty (1) days following such downgrading the Sociedad Gestora, in order to maintain the ratings assigned to each Series by the Rating Agencies, and after notifying the latter, will put into practice, on behalf of the Fund, one of the options that are described below and are necessary, to permit an appropriate level of collateralisation to be maintained with respect to the commitments derived from the duties as depository, paying agent, and maintenance of the Treasury Account:

- (i) Secure similar guarantees or commitments from one or several credit institutions with a Moody's rating of no less than P-1, and an S&P rating of no less than A-1, that guarantees the commitments accepted by the Financial Agent.
- ii) Substitute the Financial Agent with an entity that has a Moody's rating of no less than P-1, and an S&P rating of no less than A-1. This new entity will perform the Financial Agent's duties in the same terms and conditions.

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## 6. EXPENSE OF THE ADMISSION TO TRADING

The initial expenses of the Fund will be paid with the Initial Expenses Loan, as detailed in section 3.4.3.1. of the Additional Building Block. In this regard, there follows a breakdown of the Fund's estimated expenses as at this registration date:

| <b>Fund formation expenses and Bond issue expenses</b>                                   | <b>Euros</b>              |
|--|---------------------------|
| Registration of the Prospectus with the CNMV   | Euros 39,033.00           |
| Supervision of the admission to trading by the CNMV                                      | Euros 9,000.00            |
| AIAF Fixed Income Market listing fee   | Euros 52,200.00           |
| Inclusion of the issue in the book entry system, IBERCLEAR                               | Euros 2,320.00            |
| <b>Subtotal (admission to trading expenses)</b>  | <b>Euros 102,533.00</b>   |
| Notary fees, audit, rating and legal fees, advertising of the issue, printing and others | Euros 497,447.00          |
| Bond issue underwriting and placement fees   | Euros 700,000.00          |
| <b>Total expenses</b>  | <b>Euros 1,300,000.00</b> |

## 7. ADDITIONAL INFORMATION

### 7.1. Statement of the capacity in which the advisors involved in the issue that are mentioned in the Securities Note have acted

1. The financial structure of the Fund and the Bond Issue has been arranged by J.P. Morgan Securities Ltd.
2. Ramon y Cajal Abogados, S.L., as independent advisor, has acted as the legal advisor on the incorporation of the Fund and the issue of the Bonds and has reviewed the representations relative to the tax treatment of the Bonds and of the Fund that are set forth in section 4.6. of the Registration Document and 4.3.2 of the Securities Note.

### 7.2. Other information in the Securities Note that has been audited or reviewed by the auditors

Not applicable.



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### **7.3. Statements or reports attributed to a person as an expert**

Pricewaterhouse Coopers is acting as auditor for the verification of a series of attributes of a selection of mortgage loans owned by IBERCAJA from which the Mortgage Loans will be extracted in order to issue the Participations and Certificates that will be subscribed by the Fund upon its incorporation.

### **7.4. Information sourced from third parties**

As part of the tasks involved in checking the information contained in this Prospectus, the Sociedad Gestora has received confirmation from IBERCAJA that the information about IBERCAJA, the Mortgage Loans, the Participations and the Certificates that is given in section 2.2.8 of the Additional Building Block is true, and that the rest of the information about IBERCAJA, the Mortgage Loans, the Participations and the Certificates that is contained in this Prospectus is also true. In the Articles of Incorporation of the Fund, IBERCAJA will repeat to the Sociedad Gestora that such information remains true on the Date of Incorporation.

The Sociedad Gestora confirms that it has accurately reproduced the information that it has received from IBERCAJA and, insofar as it knows and can tell from such information received from IBERCAJA, confirms that it has not omitted any fact that might result in the information reproduced being inaccurate or misleading, nor does this Prospectus omit material facts or data that could be significant for the investor.

### **7.5. Credit ratings assigned by the Rating Agencies**

The Bonds included in this Securities Note have been assigned, on 9 May 2006, the following ratings by the following credit risk agencies (hereinafter, Moody's and S&P will be referred to jointly as the "Rating Agencies").

| <b>Bonds</b>   | <b>Moody's</b> | <b>S&amp;P</b> |
|----------------|----------------|----------------|
| <b>A Bonds</b> | Aaa            | AAA            |
| <b>B Bonds</b> | A1             | A              |
| <b>C Bonds</b> | Baa2           | BBB            |
| <b>D Bonds</b> | Caa1           | -              |



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The Rating Agencies have been commissioned to assess the Bonds and to assign a rating to them.

Moody's rating takes into account the structure of the Bond issue, its legal aspects, the characteristics of the Fund, the nature and the characteristics of the Mortgage Loans and the regularity and continuity of the flows in the transaction.

Moody's rating does not constitute an assessment of the likelihood of the Mortgagors making advance payments of the principal, nor of the extent to which such payments may differ from the original schedule. The rating does not, under any circumstances, represent a rating of the level of actuarial yield.

The ratings assigned to each Series of Bonds by Moody's measure the loss expected before the Legal Maturity Date. In Moody's opinion, the structure permits the timely payment of the interest and the payment of the principal during the life of the transaction and, in any case, before the Fund's Legal Maturity Date.

To perform its analysis, Moody's has relied on the representations made by the entities participating in the transaction, by their auditors and lawyers, and by other experts, about the accuracy and completeness of the information that it has been given in relation to the rating and the subsequent monitoring.

The rating assigned by Moody's in the creation of the Fund may be revised, suspended or withdrawn at any time, depending on any information that comes to its knowledge. The initial rating and all revisions or suspensions thereof:

(i) Are formulated by Moody's on the basis of varied information received, the accuracy and completeness of which is not guaranteed by Moody's, and therefore Moody's will in no event be held liable for the contents thereof.

(ii) Do not constitute and, therefore, could not in any way be interpreted as an invitation, recommendation or solicitation for investors to proceed to carry out any type of transaction with the Bonds and, in particular, to acquire, retain, encumber or sell such Bonds.

(iii) Neither does it reflect the market conditions or the potential needs of any investor in particular.

(iv) The ratings assigned by Moody's are based on the information supplied by the issuer, and its experts and agents, and are subject to the reception of the final documents. Moody's does not audit, verify or check the truth, precision or accuracy of such information.

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The rating assigned by S&P as to the credit risk is an opinion about the capacity of the Bonds to make the periodic interest and principal payments throughout the life of the transaction.

S&P has not issued any opinion about the Series D Bonds.

The S&P rating is based on the quality of the Participations and the Certificates pooled in the Fund, on the credit enhancement available and on the legal and financial aspects of the Bond Issue.

The S&P rating does not constitute an assessment of the risk of the Mortgagors making advance payments or repaying all of the principal of the Participations and the Certificates. The rating does not in any way assess the level of return received by investors.

To perform its analysis, S&P has relied on the statements made by the entities participating in the transaction, by their auditors and lawyers, and by other experts, about the accuracy and completeness of the information that it has been given in relation to the rating and the subsequent monitoring.

The rating assigned by S&P upon the creation of the Fund may be revised, suspended or withdrawn, depending on any information that comes to its notice, or on the non-availability of information, or for any other reason.

The S&P rating does not constitute a recommendation to buy, sell, or hold the Bonds.

As explained in section 10 of the Registration Document, the document in which the Rating Agencies assign this issue their provisional rating will be available to interested parties at the registered offices of the Fund and of the CNMV. Moreover, the CNMV will receive a copy of the document in which each Rating Agency assigns this Issue its definitive rating.

There follows a description of the meaning attributed by Moody's and S&P to the long and short term ratings used in this Prospectus and the intermediate ones between them.

A) Long term debt

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| <b>Standard &amp; Poor's</b> | <b>Meaning</b>  |
|------------------------------|---|
| AAA                          | Extremely high capacity to pay interest and repay principal.  |
| AA                           | Very strong capacity to pay interest and repay principal  |
| A                            | Strong capacity to pay interest and repay principal. The protection factors are considered adequate but may be liable to worsen in the future.  |
| BBB                          | The protection of interest and principal payments may be moderate, the payment capacity is considered adequate. Adverse business conditions could lead to an inadequate capacity to make interest and principal payments. |
| BB                           | Speculative grade. The future cannot be considered to be assured. Protection of interest and principal payment is very moderate.  |
| B                            | The guarantee of interest or principal payments may be small. Highly vulnerable to adverse business conditions  |
| CCC                          | Currently vulnerable to nonpayment, and continuity of payments is dependent upon favourable business, financial, and economic conditions.   |
| CC                           | Highly speculative.   |
| C                            | Present or imminent default.  |
| D                            | Speculative securities. Their value might not exceed their redemption value in the case of liquidation or sector restructuring  |

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Standard & Poor's appends a plus (+) or minus (-) sign in AA to CCC categories to indicate the relative status within each category.

| <b>Moody's</b> | <b>Meaning</b>  |
|----------------|---|
| Aaa            | Interest payments are protected by a large or exceptionally stable margin and principle is secure.  |
| Aa             | Fluctuation of protective elements may be of greater amplitude or there may be other elements present which make the long-term risk appear somewhat larger than the Aaa securities.   |
| A              | Possess many favourable investment attributes and are considered as upper-medium-grade obligations. Factors giving security to principle and interest are adequate, but elements may be present which suggest a susceptibility to impairment in the future. |
| Baa            | Interest payments and principal security appear adequate but certain protective elements may be lacking or be unreliable over any great length of time.   |
| Ba             | Speculative grade. Moderate protection of interest and principal payments, which therefore may be vulnerable in the future. These Securities are marked by uncertainty.   |
| B              | Interest or principal payment security may be small over time.  |
| Caa            | Low-grade. These issues may have defaulted already or prompt uncertainty regarding payment of principal and interest.   |

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|    |   |
|----|---|
| Ca | Highly speculative. Often in default or with other market shortcomings. |
| C  | Extremely poor prospects of even attaining real investment standing.    |

Moody's applies numerical modifiers 1, 2, and 3 in each generic rating category from Aa to B. The modifier 1 indicates that the issue ranks in the higher end of its generic rating category, the modifier 2 indicates a mid-range ranking, and the modifier 3 indicates that the issue ranks in the lower end of its generic category.

B) Short-term debt:

| <b>Standard &amp; Poor's</b> | <b>Meaning</b>   |
|------------------------------|--|
| A-1                          | The highest rating, indicating that the degree of security of payment when agreed is very high.<br><br>In the case of Standard & Poor's, a + sign may be appended if the certainty is extreme. |
| A-2                          | Capacity to properly meet debt servicing is satisfactory, although the degree of security is not as high as in the above case.   |
| A-3                          | Satisfactory payment capacity, but with greater vulnerability than in the above cases to adverse. changes in circumstances.  |
| B                            | Normally does not imply a sufficient payment capacity, but several adverse circumstances would seriously condition the servicing of the debt.  |

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| <b>Standard &amp; Poor's</b> | <b>Meaning</b>  |
|------------------------------|---|
| C                            | Short term debt rating assigned to debt with doubtful payment capacity  |
| D                            | In default. Used when interest payment or principal has not been processed on its due date, even if a grace period has yet to elapse. |

| <b>Moody's</b> | <b>Meaning</b>   |
|----------------|--|
| P-1            | Very strong capacity for timely payment of short-term financial commitments. |
| P-2            | Strong capacity for timely payment of short-term financial commitments.      |
| P-3            | Adequate capacity for timely payment of short-term financial commitments.    |
| No Prime       | Lack the characteristics of any of the previous categories.                  |

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These credit ratings does not constitute a recommendation to buy, sell or hold securities. The credit rating may be revised, suspended or withdrawn at any time by the rating agency.

These credit ratings are only an estimate and do not necessarily mean that potential investors do not have to conduct their own analysis of the securities that they intend to buy.

The Sociedad Gestora, on behalf of the Fund, undertakes to provide the Rating with periodic information regarding the situation of the Fund and the behaviour of the Mortgage Loans in order to allow them to continue rating the Bonds. Similarly, it will supply the said information whenever reasonably requested to do so and, in any event, whenever a change occurs in the conditions of the Fund, in the contracts entered into by the Fund through its Sociedad Gestora or in the interested parties.

The non-confirmation before the start of the Subscription Period of one of the provisional ratings assigned to the Bonds by the Rating Agencies will be construed as grounds for termination of: the issue and subscription of the Participations and the Certificates, the Initial Expenses Loan, the Subordinated Loan, as well as the rest of the Fund contracts, the Incorporation of the Fund and the issue of the Bonds.

The Prospectus submitted for filing and registration at the CNMV is exactly the same as the Prospectus delivered to the Rating Agencies.

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## **ADDITIONAL BUILDING BLOCK TO THE SECURITIES NOTE**

### **(ANNEX VIII TO REGULATIONS 809/2004)**

#### **1. SECURITIES**

##### **1.1. Minimum amount of the issue**

The Participations and the Certificates that will be pooled in the Fund at the time of its incorporation will consist of an amount of principal valued at one thousand million (1,000,000,000) euros or slightly less.

##### **1.2. Confirmation that the information relating to an undertaking or obligor which is not involved in the issue has been accurately reproduced**

Not applicable.

#### **2. UNDERLYING ASSETS**

##### **2.1. Confirmation that the securitised assets have the capacity to produce the funds payable on the securities.**

In accordance with the information supplied by the Seller and the analysis conducted by the Lead Managers, the Sociedad Gestora confirms that the Participations and the Certificates to be issued and which will be backed by the Mortgage Loans, are of characteristics (amount, term, interest rate, mortgage guarantees, etc.) that demonstrate the capacity to produce funds to make the payment owed and payable on the Bonds, payments which will be made in accordance with the Payment Priority Order established in section 3.4.6.2. of this Additional Building Block.

However, in order to consolidate its financial structure and procure the largest possible coverage for the risks inherent to the issue, the Sociedad Gestora, on behalf of the Fund, will proceed on the same date as on which it executes grants the Articles of Incorporation, to formalise the contracts and carry out the actions that are stipulated in section 3.4.2. of this Additional Building Block.

Also, since not all of the Bonds are subject to the same risk of default, the Rating Agencies have assigned each of the Series the solvency ratings set forth in section 7.5. of the Securities Note.



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Notwithstanding the foregoing, the Sociedad Gestora, after notifying the CNMV, will be authorised to proceed to the Early Liquidation and hence the early redemption of the Bonds in the following events and with the requirements set forth in section 4.4.3 of the Registration Document.

## **2.2. Assets backing the issue**

The credit rights constituting the Fund assets will be credit rights solely owned by IBERCAM, derived from mortgage loans granted by IBERCAM to individuals, secured by mortgages raised on property located in Spanish territory, whose authorisation has been subject to Spanish legislation (the "**Mortgage Loans**"), for an amount of one thousand million (1,000,000,000) euros or slightly less.

The Mortgage Loans will be transferred by IBERCAJA to the Fund by issuing Participations and Certificates in accordance with the individual characteristics of each Mortgage Loan.

On the Date of Incorporation, the Participations and the Certificates that will be sold to the Fund will be withdrawn from the loans in the portfolio audited as at 10 April 2006, which consists of 14,188 mortgage loans with an Outstanding Nominal Balance of 1,300,717,344.48 euros.

These selected loans have been audited by the firm Pricewaterhouse Coopers Auditores, S.L., registered with the Official List of Registered Auditors (R.O.A.C.) under number S0242 and with registered office at 43, Paseo de la Castellana, in Madrid, and with Tax Identification Number (C.I.F.) B-79031290.

The audit has been conducted using sampling techniques, by analysing a lower number of transactions (sample) than the whole set of mortgage loans ("population"), and make it possible to draw a conclusion about that population with a level of confidence of 99%. The audit addresses a series of quantitative and qualitative attributes of the loans, in particular: purpose of the loan, identification of the borrower, contracted date, final maturity date, reference interest rate, rate of interest applied, interest rate differential, initial amount of the loan, existing balance of the loan, payment delays, appraised value, current LTV ratio, address of the mortgaged property, mortgage guarantee and liability insurance. Any of the selected loans that are detected as having errors when the sample is being verified, will not be transferred to the Fund by IBERCAJA.

The results of the audit are included in a report issued by Pricewaterhouse Coopers Auditores, S.L. which is one of the documents on display, as stipulated in section 10 of the Registration Document.

### **2.2.1 Legal jurisdiction by which the pool of assets is governed.**

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The Participations and the Certificates relating to the Mortgage Loans will be issued in accordance with the laws of Spain.

## 2.2.2 General characteristics of the debtors.

The Fund's assets will consist of the Participations and the Certificates, which represent participations in loans granted for the acquisition, construction or rehabilitation of a dwelling located in Spanish territory or other types of activities, whose Mortgagors are natural persons (the "Mortgagors"), all of which are secured by a real estate mortgage duly registered at the Land Registry.

The tables below show the distribution of the mortgage loans that make up the audited portfolio by residual maturity date, contracted date, date of the next rate review, current balance, reference rate, default and geographical location. These tables have been produced with information as at 10 April 2006.

**AUDITED PORTFOLIO, TDA IBERCAJA 3 ISSUE**  
(Grouped by Issue Date)

| ISSUE DATE   | NUM           | TOTAL CURRENT BALANCE EUROS | CURRENT BALANCE % | WEIGHTED AVERAGE INITIAL TERM (months) | WEIGHTED AVERAGE REMAINING TERM (months) | WEIGHTED AVERAGE CURRENT INTEREST RATE | Min. CURRENT INTEREST RATE | Max. CURRENT INTEREST RATE |
|--------------|---------------|-----------------------------|-------------------|--|--|--|----------------------------|----------------------------|
| 1994         | 2             | 167,473.03                  | 0.01              | 308                                    | 167                                      | 3.10                                   | 3.00                       | 3.26                       |
| 1995         | 3             | 83,642.69                   | 0.01              | 225                                    | 95                                       | 3.78                                   | 3.20                       | 4.50                       |
| 1996         | 76            | 2,820,598.11                | 0.22              | 206                                    | 90                                       | 3.55                                   | 2.65                       | 4.63                       |
| 1997         | 524           | 21,640,725.36               | 1.66              | 234                                    | 129                                      | 3.48                                   | 2.47                       | 5.75                       |
| 1998         | 445           | 18,235,209.59               | 1.40              | 227                                    | 134                                      | 3.46                                   | 2.65                       | 4.50                       |
| 1999         | 639           | 27,815,848.64               | 2.14              | 231                                    | 150                                      | 3.44                                   | 2.62                       | 5.50                       |
| 2000         | 489           | 23,265,603.43               | 1.79              | 242                                    | 173                                      | 3.47                                   | 2.47                       | 7.00                       |
| 2001         | 911           | 54,471,117.78               | 4.19              | 261                                    | 204                                      | 3.44                                   | 2.60                       | 6.75                       |
| 2002         | 1,150         | 86,766,938.66               | 6.67              | 295                                    | 250                                      | 3.35                                   | 2.60                       | 5.23                       |
| 2003         | 1,739         | 152,710,863.53              | 11.74             | 303                                    | 270                                      | 3.28                                   | 2.42                       | 5.50                       |
| 2004         | 4,940         | 523,617,372.39              | 40.26             | 308                                    | 287                                      | 3.18                                   | 2.44                       | 5.00                       |
| 2005         | 3,270         | 389,121,951.27              | 29.92             | 339                                    | 327                                      | 3.26                                   | 2.42                       | 4.95                       |
| <b>TOTAL</b> | <b>14,188</b> | <b>1,300,717,344.48</b>     | <b>100.00</b>     | <b>308</b>                             | <b>281</b>                               | <b>3.26</b>                            | <b>2.418</b>               | <b>7.00</b>                |

**AUDITED PORTFOLIO, TDA IBERCAJA 3 ISSUE**  
(Grouped by Remaining Term)

| REMAINING TERM (months) | NUM           | TOTAL CURRENT BALANCE EUROS | CURRENT BALANCE % | WEIGHTED AVERAGE INITIAL TERM (months) | WEIGHTED AVERAGE REMAINING TERM (months) | WEIGHTED AVERAGE CURRENT INTEREST RATE | Min. CURRENT INTEREST RATE | Max. CURRENT INTEREST RATE |
|-------------------------|---------------|-----------------------------|-------------------|--|--|--|----------------------------|----------------------------|
| 45,00 - 60,00           | 90            | 3,068,111.33                | 0.24              | 131                                    | 55                                       | 3.42                                   | 2.65                       | 4.50                       |
| 60,00 - 75,00           | 301           | 11,085,928.72               | 0.85              | 151                                    | 69                                       | 3.41                                   | 2.60                       | 4.63                       |
| 75,00 - 90,00           | 448           | 16,690,596.34               | 1.28              | 160                                    | 81                                       | 3.38                                   | 2.47                       | 5.75                       |
| 90,00 - 105,00          | 461           | 18,643,178.20               | 1.43              | 160                                    | 98                                       | 3.30                                   | 2.60                       | 4.47                       |
| 105,00 - 120,00         | 441           | 20,295,871.81               | 1.56              | 167                                    | 112                                      | 3.39                                   | 2.60                       | 4.50                       |
| 120,00 - 135,00         | 406           | 20,183,322.97               | 1.55              | 176                                    | 127                                      | 3.33                                   | 2.60                       | 6.75                       |
| 135,00 - 150,00         | 410           | 21,021,043.78               | 1.62              | 193                                    | 142                                      | 3.27                                   | 2.55                       | 5.23                       |
| 150,00 - 165,00         | 569           | 34,887,346.29               | 2.68              | 192                                    | 158                                      | 3.25                                   | 2.60                       | 5.25                       |
| 165,00 - 180,00         | 407           | 24,819,877.05               | 1.91              | 203                                    | 171                                      | 3.30                                   | 2.42                       | 7.00                       |
| 180,00 - 195,00         | 428           | 27,588,348.88               | 2.12              | 233                                    | 188                                      | 3.29                                   | 2.60                       | 5.00                       |
| 195,00 - 210,00         | 467           | 29,680,911.70               | 2.28              | 244                                    | 202                                      | 3.28                                   | 2.55                       | 4.25                       |
| 210,00 - 225,00         | 1,019         | 82,347,957.57               | 6.33              | 247                                    | 218                                      | 3.23                                   | 2.44                       | 5.50                       |
| 225,00 - 240,00         | 630           | 50,299,527.54               | 3.87              | 257                                    | 231                                      | 3.32                                   | 2.47                       | 6.50                       |
| 240,00 - 255,00         | 657           | 50,928,147.04               | 3.92              | 294                                    | 248                                      | 3.31                                   | 2.47                       | 4.25                       |
| 255,00 - 270,00         | 847           | 76,638,902.02               | 5.89              | 297                                    | 262                                      | 3.26                                   | 2.42                       | 4.75                       |
| 270,00 - 285,00         | 1,674         | 182,954,321.93              | 14.07             | 300                                    | 278                                      | 3.16                                   | 2.47                       | 5.50                       |
| 285,00 - 300,00         | 569           | 63,217,224.18               | 4.86              | 304                                    | 289                                      | 3.26                                   | 2.46                       | 4.58                       |
| 300,00 - 315,00         | 217           | 22,655,643.97               | 1.74              | 345                                    | 309                                      | 3.34                                   | 2.62                       | 4.33                       |
| 315,00 - 330,00         | 623           | 71,953,008.80               | 5.53              | 355                                    | 323                                      | 3.36                                   | 2.55                       | 4.41                       |
| 330,00 - 345,00         | 1,515         | 190,550,813.50              | 14.65             | 359                                    | 338                                      | 3.20                                   | 2.60                       | 4.86                       |
| 345,00 - 360,00         | 1,028         | 134,210,067.01              | 10.32             | 360                                    | 349                                      | 3.26                                   | 2.56                       | 4.34                       |
| 360,00 - 375,00         | 12            | 1,708,093.38                | 0.13              | 386                                    | 366                                      | 3.15                                   | 2.62                       | 3.58                       |
| 375,00 - 390,00         | 19            | 2,788,028.16                | 0.21              | 401                                    | 382                                      | 3.30                                   | 2.61                       | 3.88                       |
| 390,00 - 405,00         | 288           | 41,003,966.67               | 3.15              | 420                                    | 401                                      | 3.23                                   | 2.61                       | 4.11                       |
| 405,00 - 420,00         | 662           | 101,497,105.64              | 7.80              | 420                                    | 409                                      | 3.31                                   | 2.61                       | 4.11                       |
| <b>TOTAL</b>            | <b>14,188</b> | <b>1,300,717,344.48</b>     | <b>100.00</b>     | <b>308</b>                             | <b>281</b>                               | <b>3.26</b>                            | <b>2.418</b>               | <b>7.00</b>                |

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**AUDITED PORTFOLIO, TDA IBERCAJA 3 ISSUE**  
(Grouped by Current Balance)

| CURRENT BALANCE EUROS   | NUM           | TOTAL CURRENT BALANCE EUROS | CURRENT BALANCE % | WEIGHTED AVERAGE INITIAL TERM (months) | WEIGHTED AVERAGE REMAINING TERM (months) | WEIGHTED AVERAGE CURRENT INTEREST RATE | AVERAGE CURRENT BALANCE EUROS | Min. CURRENT INTEREST RATE | Max. CURRENT INTEREST RATE |
|-------------------------|---------------|-----------------------------|-------------------|--|--|--|-------------------------------|----------------------------|----------------------------|
| 0,00 - 15.000,00        | 3             | 39.157,24                   | 0,00              | 191                                    | 156                                      | 3,40                                   | 13.052,41                     | 3,00                       | 3,63                       |
| 15.000,00 - 30.000,00   | 864           | 23.287.517,06               | 1,79              | 200                                    | 134                                      | 3,47                                   | 26.953,14                     | 2,55                       | 6,75                       |
| 30.000,00 - 45.000,00   | 2185          | 81.206.206,76               | 6,24              | 217                                    | 159                                      | 3,41                                   | 37.165,31                     | 2,47                       | 6,50                       |
| 45.000,00 - 60.000,00   | 1752          | 91.330.589,90               | 7,02              | 247                                    | 202                                      | 3,35                                   | 52.129,33                     | 2,60                       | 7,00                       |
| 60.000,00 - 75.000,00   | 1541          | 104.144.455,55              | 8,01              | 270                                    | 237                                      | 3,30                                   | 67.582,39                     | 2,47                       | 5,25                       |
| 75.000,00 - 90.000,00   | 1621          | 133.756.712,85              | 10,28             | 295                                    | 267                                      | 3,27                                   | 82.514,94                     | 2,56                       | 4,75                       |
| 90.000,00 - 105.000,00  | 1362          | 132.584.772,51              | 10,19             | 305                                    | 280                                      | 3,24                                   | 97.345,65                     | 2,56                       | 4,59                       |
| 105.000,00 - 120.000,00 | 1113          | 124.994.475,55              | 9,61              | 319                                    | 296                                      | 3,23                                   | 112.304,11                    | 2,46                       | 5,75                       |
| 120.000,00 - 135.000,00 | 899           | 114.348.970,16              | 8,79              | 326                                    | 303                                      | 3,22                                   | 127.195,74                    | 2,47                       | 4,56                       |
| 135.000,00 - 150.000,00 | 872           | 124.362.007,44              | 9,56              | 336                                    | 316                                      | 3,24                                   | 142.616,98                    | 2,42                       | 4,41                       |
| 150.000,00 - 165.000,00 | 583           | 91.641.547,52               | 7,05              | 341                                    | 322                                      | 3,22                                   | 157.189,62                    | 2,59                       | 4,41                       |
| 165.000,00 - 180.000,00 | 484           | 83.414.040,67               | 6,41              | 349                                    | 331                                      | 3,21                                   | 172.343,06                    | 2,60                       | 4,33                       |
| 180.000,00 - 195.000,00 | 269           | 50.422.849,23               | 3,88              | 350                                    | 330                                      | 3,20                                   | 187.445,54                    | 2,42                       | 4,11                       |
| 195.000,00 - 210.000,00 | 241           | 48.722.173,32               | 3,75              | 359                                    | 341                                      | 3,22                                   | 202.166,69                    | 2,60                       | 4,34                       |
| 210.000,00 - 225.000,00 | 143           | 30.976.603,36               | 2,38              | 352                                    | 336                                      | 3,21                                   | 216.619,60                    | 2,44                       | 3,98                       |
| 225.000,00 - 240.000,00 | 81            | 18.856.924,73               | 1,45              | 354                                    | 336                                      | 3,22                                   | 232.801,54                    | 2,67                       | 4,16                       |
| 240.000,00 - 255.000,00 | 57            | 14.106.853,70               | 1,08              | 364                                    | 347                                      | 3,21                                   | 247.488,66                    | 2,55                       | 3,88                       |
| 255.000,00 - 270.000,00 | 45            | 11.819.279,98               | 0,91              | 335                                    | 317                                      | 3,24                                   | 262.650,67                    | 2,47                       | 4,03                       |
| 270.000,00 - 285.000,00 | 42            | 11.658.410,25               | 0,90              | 346                                    | 328                                      | 3,19                                   | 277.581,20                    | 2,62                       | 4,03                       |
| 285.000,00 - 300.000,00 | 31            | 9.043.796,70                | 0,70              | 337                                    | 319                                      | 3,28                                   | 291.735,38                    | 2,67                       | 3,69                       |
| <b>TOTAL</b>            | <b>14,188</b> | <b>1,300,717,344.48</b>     | <b>100,00</b>     | <b>308</b>                             | <b>281</b>                               | <b>3,26</b>                            | <b>91,677,29</b>              | <b>2,418</b>               | <b>7,00</b>                |

**AUDITED PORTFOLIO, TDA IBERCAJA 3 ISSUE**  
(Grouped by current Interest Rate)

| CURRENT INTEREST RATE | NUM           | TOTAL CURRENT BALANCE EUROS | CURRENT BALANCE % | WEIGHTED AVERAGE INITIAL TERM (months) | WEIGHTED AVERAGE REMAINING TERM (months) | WEIGHTED AVERAGE CURRENT INTEREST RATE | Min. CURRENT INTEREST RATE | Max. CURRENT INTEREST RATE |
|-----------------------|---------------|-----------------------------|-------------------|--|--|--|----------------------------|----------------------------|
| 2,00 - 3,00           | 3,148         | 331,082,474,15              | 25,45             | 307                                    | 283                                      | 2,83                                   | 2,42                       | 3,00                       |
| 3,00 - 4,00           | 10,460        | 935,649,729,95              | 71,93             | 310                                    | 282                                      | 3,38                                   | 3,00                       | 4,00                       |
| 4,00 - 5,00           | 571           | 33,538,663,91               | 2,58              | 282                                    | 231                                      | 4,11                                   | 4,00                       | 4,95                       |
| 5,00 - 6,00           | 6             | 340,646,62                  | 0,03              | 220                                    | 153                                      | 5,43                                   | 5,00                       | 5,75                       |
| 6,00 - 7,00           | 2             | 60,374,82                   | 0,00              | 255                                    | 192                                      | 6,59                                   | 6,50                       | 6,75                       |
| 7,00 - 8,00           | 1             | 45,455,03                   | 0,00              | 240                                    | 171                                      | 7,00                                   | 7,00                       | 7,00                       |
| <b>TOTAL</b>          | <b>14,188</b> | <b>1,300,717,344.48</b>     | <b>100,00</b>     | <b>308</b>                             | <b>281</b>                               | <b>3,26</b>                            | <b>2,418</b>               | <b>7,00</b>                |

**AUDITED PORTFOLIO, TDA IBERCAJA 3 ISSUE**  
(Grouped by Reference Interest Rate)

| REFERENCE INDEX        | NUM           | TOTAL CURRENT BALANCE EUROS | CURRENT BALANCE % | WEIGHTED AVERAGE INITIAL TERM (months) | WEIGHTED AVERAGE REMAINING TERM (months) | WEIGHTED AVERAGE MARGIN | Min. CURRENT INTEREST RATE | Max. CURRENT INTEREST RATE |
|------------------------|---------------|-----------------------------|-------------------|--|--|-------------------------|----------------------------|----------------------------|
| <b>TOTALES CECA</b>    | <b>8</b>      | <b>260,750,71</b>           | <b>0,02</b>       | <b>195</b>                             | <b>87</b>                                | <b>0,00</b>             | <b>4,50</b>                | <b>4,63</b>                |
| 0,00 - 0,50            | 8             | 260,750,71                  | 100,00            | 195                                    | 87                                       | 0,00                    | 4,50                       | 4,63                       |
| <b>TOTALES EURIBOR</b> | <b>12,039</b> | <b>1,194,706,661,00</b>     | <b>91,85</b>      | <b>313</b>                             | <b>289</b>                               | <b>0,69</b>             | <b>2,42</b>                | <b>6,75</b>                |
| 0,00 - 0,50            | 1,369         | 152,888,023,38              | 12,80             | 309                                    | 294                                      | 0,42                    | 2,42                       | 3,39                       |
| 0,50 - 1,00            | 8,534         | 876,448,523                 | 73,36             | 316                                    | 292                                      | 0,66                    | 2,56                       | 6,75                       |
| 1,00 - 1,50            | 2,037         | 159,213,329,86              | 13,33             | 303                                    | 270                                      | 1,08                    | 2,60                       | 4,75                       |
| 1,50 - 2,00            | 94            | 5,932,622,03                | 0,50              | 291                                    | 260                                      | 1,52                    | 3,50                       | 5,00                       |
| 2,00 - 2,50            | 3             | 126,498,94                  | 0,01              | 282                                    | 255                                      | 2,00                    | 4,22                       | 4,91                       |
| 2,50 - 3,00            | 2             | 97,664,00                   | 0,01              | 180                                    | 149                                      | 2,71                    | 4,72                       | 5,23                       |
| <b>TOTALES IRPH</b>    | <b>1,557</b>  | <b>82,932,366,78</b>        | <b>6,38</b>       | <b>266</b>                             | <b>205</b>                               | <b>0,15</b>             | <b>3,00</b>                | <b>7,00</b>                |
| -0,50 - 0,00           | 24            | 1,129,862,35                | 1,36              | 241                                    | 160                                      | -0,23                   | 3,00                       | 5,75                       |
| 0,00 - 0,50            | 1,412         | 75,473,435,62               | 91,01             | 266                                    | 205                                      | 0,12                    | 3,00                       | 7,00                       |
| 0,50 - 1,00            | 113           | 5,766,674,35                | 6,95              | 273                                    | 209                                      | 0,52                    | 3,74                       | 5,50                       |
| 1,00 - 1,50            | 7             | 518,991,16                  | 0,63              | 259                                    | 238                                      | 1,02                    | 4,24                       | 4,84                       |
| 1,50 - 2,00            | 1             | 43,403,30                   | 0,05              | 300                                    | 274                                      | 1,50                    | 4,92                       | 4,92                       |
| <b>TOTALES MIBOR</b>   | <b>584</b>    | <b>22,817,566</b>           | <b>1,75</b>       | <b>214</b>                             | <b>116</b>                               | <b>1,02</b>             | <b>2,47</b>                | <b>4,50</b>                |
| 0,00 - 0,50            | 1             | 34,159,58                   | 0,15              | 180                                    | 78                                       | 0,25                    | 2,47                       | 2,47                       |
| 0,50 - 1,00            | 82            | 3,411,161,84                | 14,95             | 202                                    | 112                                      | 0,75                    | 2,75                       | 3,75                       |
| 1,00 - 1,50            | 486           | 18,830,826,02               | 82,53             | 216                                    | 117                                      | 1,05                    | 3,11                       | 4,25                       |
| 1,50 - 2,00            | 14            | 499,164,07                  | 2,19              | 218                                    | 113                                      | 1,55                    | 3,75                       | 4,50                       |
| 2,00 - 2,50            | 1             | 42,254,48                   | 0,19              | 240                                    | 139                                      | 2,00                    | 4,41                       | 4,41                       |
| <b>TOTAL</b>           | <b>14,188</b> | <b>1,300,717,344.48</b>     | <b>100,00</b>     | <b>308</b>                             | <b>281</b>                               |                         | <b>2,418</b>               | <b>7,00</b>                |

The "Folleto Informativo" drafted in the Spanish language is the only official document, and no document other than the "Folleto Informativo" shall have any legal effect or be relied upon with regard to the Bond Issue.

This prospectus is a translation into English of the original "Folleto Informativo" drafted in Spanish language and registered with the "Comisión Nacional del Mercado de Valores" (the Spanish Securities Market Commission, "CNMV") on May 11, 2006

**AUDITED PORTFOLIO, TDA IBERCAJA 3 ISSUE**

(Grouped by next reset of the interest period)

| NEXT INTEREST RESET (year - month) | NUM           | TOTAL CURRENT BALANCE EUROS | CURRENT BALANCE % | WEIGHTED AVERAGE INITIAL TERM (months) | WEIGHTED AVERAGE REMAINING TERM (months) | WEIGHTED AVERAGE CURRENT INTEREST RATE | Min. CURRENT INTEREST RATE | Max. CURRENT INTEREST RATE |
|------------------------------------|---------------|-----------------------------|-------------------|--|--|--|----------------------------|----------------------------|
| 200604                             | 2424          | 218,772,671.08              | 16.82             | 310                                    | 281                                      | 3.09                                   | 2.59                       | 5.23                       |
| 200605                             | 1921          | 181,809,025.50              | 13.98             | 310                                    | 284                                      | 3.09                                   | 2.61                       | 4.24                       |
| 200606                             | 2152          | 201,409,638.16              | 15.48             | 314                                    | 288                                      | 3.25                                   | 2.44                       | 4.50                       |
| 200607                             | 1943          | 184,276,257.31              | 14.17             | 311                                    | 285                                      | 3.31                                   | 2.46                       | 4.50                       |
| 200608                             | 1481          | 143,243,870.27              | 11.01             | 317                                    | 292                                      | 3.34                                   | 2.42                       | 4.92                       |
| 200609                             | 1853          | 182,033,909.23              | 13.99             | 317                                    | 294                                      | 3.40                                   | 2.47                       | 4.86                       |
| 200610                             | 550           | 43,919,305.42               | 3.38              | 280                                    | 243                                      | 3.03                                   | 2.47                       | 4.72                       |
| 200611                             | 535           | 45,252,069.19               | 3.48              | 282                                    | 248                                      | 3.19                                   | 2.66                       | 4.41                       |
| 200612                             | 528           | 40,775,545.82               | 3.13              | 282                                    | 243                                      | 3.47                                   | 3.00                       | 5.00                       |
| 200701                             | 445           | 34,852,043.26               | 2.68              | 281                                    | 244                                      | 3.59                                   | 3.23                       | 4.50                       |
| 200702                             | 331           | 22,869,109.75               | 1.76              | 284                                    | 242                                      | 3.70                                   | 3.08                       | 4.58                       |
| 200703                             | 1             | 105,600.00                  | 0.01              | 300                                    | 275                                      | 4.25                                   | 4.25                       | 4.25                       |
| 200704                             | 1             | 93,250.30                   | 0.01              | 240                                    | 228                                      | 3.95                                   | 3.95                       | 3.95                       |
| 200705                             | 2             | 76,918.67                   | 0.01              | 191                                    | 180                                      | 3.97                                   | 3.95                       | 4.00                       |
| 200810                             | 4             | 387,719.92                  | 0.03              | 274                                    | 244                                      | 4.25                                   | 4.25                       | 4.25                       |
| 200811                             | 1             | 80,537.92                   | 0.01              | 360                                    | 331                                      | 4.00                                   | 4.00                       | 4.00                       |
| 200812                             | 1             | 48,656.86                   | 0.00              | 240                                    | 212                                      | 4.25                                   | 4.25                       | 4.25                       |
| 200903                             | 2             | 55,964.87                   | 0.00              | 131                                    | 106                                      | 4.25                                   | 4.25                       | 4.25                       |
| 200908                             | 1             | 39,065.79                   | 0.00              | 300                                    | 220                                      | 5.50                                   | 5.50                       | 5.50                       |
| 200909                             | 2             | 175,304.96                  | 0.01              | 202                                    | 110                                      | 5.55                                   | 5.25                       | 5.75                       |
| 200911                             | 1             | 46,729.08                   | 0.00              | 180                                    | 163                                      | 4.25                                   | 4.25                       | 4.25                       |
| 201007                             | 1             | 45,455.03                   | 0.00              | 240                                    | 171                                      | 7.00                                   | 7.00                       | 7.00                       |
| 201010                             | 1             | 37,707.20                   | 0.00              | 300                                    | 234                                      | 6.50                                   | 6.50                       | 6.50                       |
| 201106                             | 1             | 22,667.62                   | 0.00              | 180                                    | 122                                      | 6.75                                   | 6.75                       | 6.75                       |
| 201309                             | 1             | 46,875.47                   | 0.00              | 300                                    | 269                                      | 4.75                                   | 4.75                       | 4.75                       |
| 201310                             | 2             | 128,926.77                  | 0.01              | 300                                    | 270                                      | 4.75                                   | 4.75                       | 4.75                       |
| 201312                             | 1             | 35,347.43                   | 0.00              | 300                                    | 272                                      | 5.50                                   | 5.50                       | 5.50                       |
| 201402                             | 1             | 43,897.41                   | 0.00              | 300                                    | 274                                      | 4.75                                   | 4.75                       | 4.75                       |
| 201408                             | 1             | 33,274.19                   | 0.00              | 240                                    | 220                                      | 4.75                                   | 4.75                       | 4.75                       |
| <b>TOTAL</b>                       | <b>14,188</b> | <b>1,300,717,344.48</b>     | <b>100.00</b>     | <b>308</b>                             | <b>281</b>                               | <b>3.26</b>                            | <b>2.418</b>               | <b>7.00</b>                |

**AUDITED PORTFOLIO, TDA IBERCAJA 3 ISSUE**

(Grouped by Delinquency)

| DELINQUENCY (months) | NUM           | TOTAL CURRENT BALANCE EUROS | CURRENT BALANCE % | WEIGHTED INITIAL MATURITY (months) | WEIGHTED RESIDUAL MATURITY (months) | WEIGHTED AVERAGE CURRENT INTEREST RATE | Min. CURRENT INTEREST RATE | Max. CURRENT INTEREST RATE |
|----------------------|---------------|-----------------------------|-------------------|------------------------------------|-------------------------------------|--|----------------------------|----------------------------|
| 0                    | 14,056        | 1,287,723,249.16            | 99.00             | 308                                | 281                                 | 3.26                                   | 2.42                       | 7.00                       |
| 1                    | 132           | 12,994,095.32               | 1.00              | 327                                | 300                                 | 3.41                                   | 2.62                       | 4.50                       |
| <b>TOTALES</b>       | <b>14,188</b> | <b>1,300,717,344.48</b>     | <b>100.00</b>     | <b>308</b>                         | <b>281</b>                          | <b>3.26</b>                            | <b>2.418</b>               | <b>7.00</b>                |

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| AUDITED PORTFOLIO, TDA IBERCAJA 3 ISSUE<br>(Grouped by Location Property) |               |                                |                      |  |   |   |                                     |                                     |  |
|---|---------------|--------------------------------|----------------------|--|---|---|-------------------------------------|-------------------------------------|--|
| PROPERTY PROVINCE   | NUM           | TOTAL CURRENT<br>BALANCE EUROS | CURRENT<br>BALANCE % | WEIGHTED<br>AVERAGE INITIAL<br>TERM (months) | WEIGHTED<br>AVERAGE<br>REMAINING<br>TERM (months) | WEIGHTED<br>AVERAGE<br>CURRENT<br>INTEREST RATE | Min.<br>CURRENT<br>INTEREST<br>RATE | Max.<br>CURRENT<br>INTEREST<br>RATE |  |
| ALAVA   | 3             | 342,002.53                     | 0.03                 | 261  | 248   | 3.38  | 3.16                                | 3.64                                |  |
| ALBACETE  | 49            | 5,396,958.57                   | 0.41                 | 323  | 300   | 3.08  | 2.55                                | 3.76                                |  |
| ALICANTE  | 262           | 21,230,754.35                  | 1.63                 | 287  | 263   | 3.32  | 2.55                                | 4.25                                |  |
| ALMERIA   | 8             | 1,173,207.89                   | 0.09                 | 298  | 287   | 3.23  | 2.62                                | 3.86                                |  |
| ASTURIAS  | 135           | 11,913,648.66                  | 0.92                 | 313  | 291   | 3.19  | 2.62                                | 4.00                                |  |
| AVILA   | 17            | 1,047,747.18                   | 0.08                 | 291  | 268   | 3.36  | 2.72                                | 3.84                                |  |
| BADAJOS   | 46            | 4,489,318.99                   | 0.35                 | 319  | 305   | 3.20  | 2.62                                | 4.01                                |  |
| BALEARES  | 46            | 5,953,566.35                   | 0.46                 | 338  | 315   | 3.17  | 2.60                                | 3.73                                |  |
| BARCELONA   | 832           | 93,087,304.52                  | 7.16                 | 342  | 310   | 3.33  | 2.60                                | 4.75                                |  |
| BURGOS  | 178           | 18,254,709.20                  | 1.40                 | 320  | 296   | 3.05  | 2.60                                | 3.88                                |  |
| CACERES   | 54            | 4,641,554.70                   | 0.36                 | 318  | 295   | 3.03  | 2.62                                | 3.66                                |  |
| CADIZ   | 26            | 2,320,781.40                   | 0.18                 | 320  | 298   | 3.20  | 2.67                                | 3.66                                |  |
| CANTABRIA   | 45            | 4,408,144.95                   | 0.34                 | 302  | 277   | 3.22  | 2.62                                | 4.00                                |  |
| CASTELLON   | 341           | 29,765,295.26                  | 2.29                 | 311  | 287   | 3.31  | 2.60                                | 4.41                                |  |
| CIUDAD REAL   | 24            | 1,796,455.75                   | 0.14                 | 298  | 284   | 3.21  | 2.81                                | 3.66                                |  |
| CORDOBA   | 48            | 4,569,483.66                   | 0.35                 | 303  | 281   | 3.18  | 2.69                                | 4.33                                |  |
| CUENCA  | 41            | 3,270,950.35                   | 0.25                 | 327  | 304   | 3.35  | 2.72                                | 3.88                                |  |
| GERONA  | 29            | 2,794,806.44                   | 0.21                 | 330  | 302   | 3.35  | 2.71                                | 6.75                                |  |
| GRANADA   | 59            | 4,972,913.64                   | 0.38                 | 331  | 311   | 3.28  | 2.62                                | 4.11                                |  |
| GUADALAJARA   | 838           | 71,743,422.53                  | 5.52                 | 291  | 261   | 3.28  | 2.47                                | 4.63                                |  |
| GUIPUZCOA   | 6             | 692,049.62                     | 0.05                 | 359  | 344   | 3.24  | 2.72                                | 3.83                                |  |
| HUELVA  | 3             | 180,872.65                     | 0.01                 | 282  | 265   | 3.26  | 2.72                                | 3.41                                |  |
| HUESCA  | 423           | 31,793,402.39                  | 2.44                 | 290  | 261   | 3.32  | 2.46                                | 6.50                                |  |
| JAEN  | 97            | 9,176,509.79                   | 0.71                 | 324  | 304   | 3.23  | 2.62                                | 4.58                                |  |
| LA CORUÑA   | 20            | 2,327,598.72                   | 0.18                 | 325  | 304   | 3.04  | 2.67                                | 3.56                                |  |
| LAS PALMAS  | 89            | 9,400,488.60                   | 0.72                 | 337  | 317   | 3.27  | 2.67                                | 4.03                                |  |
| LEON  | 66            | 5,979,952.95                   | 0.46                 | 334  | 318   | 3.10  | 2.62                                | 3.91                                |  |
| LERIDA  | 347           | 30,061,768.39                  | 2.31                 | 318  | 289   | 3.35  | 2.47                                | 5.00                                |  |
| LOGROÑO   | 517           | 41,562,885.70                  | 3.20                 | 303  | 280   | 3.32  | 2.62                                | 5.50                                |  |
| LUGO  | 2             | 101,613.01                     | 0.01                 | 250  | 223   | 3.02  | 2.95                                | 3.19                                |  |
| MADRID  | 4,799         | 464,824,097.72                 | 35.74                | 306  | 277   | 3.25  | 2.55                                | 7.00                                |  |
| MALAGA  | 91            | 10,205,241.76                  | 0.78                 | 327  | 306   | 3.24  | 2.72                                | 4.50                                |  |
| MURCIA  | 70            | 6,081,776.74                   | 0.47                 | 304  | 275   | 3.46  | 2.72                                | 4.00                                |  |
| NAVARRA   | 253           | 26,188,853.64                  | 2.01                 | 331  | 306   | 3.38  | 2.60                                | 4.59                                |  |
| ORENSE  | 47            | 4,770,881.00                   | 0.37                 | 339  | 324   | 3.11  | 2.67                                | 3.66                                |  |
| PALENCIA  | 9             | 832,452.71                     | 0.06                 | 284  | 249   | 3.15  | 2.76                                | 3.50                                |  |
| PONTEVEDRA  | 31            | 3,703,038.60                   | 0.28                 | 342  | 331   | 3.18  | 2.72                                | 3.58                                |  |
| S. C. DE TENERIFE   | 16            | 1,390,058.33                   | 0.11                 | 288  | 262   | 3.28  | 2.72                                | 3.58                                |  |
| SALAMANCA   | 22            | 2,231,266.44                   | 0.17                 | 327  | 314   | 3.23  | 2.81                                | 3.66                                |  |
| SEGOVIA   | 6             | 418,732.16                     | 0.03                 | 286  | 259   | 3.04  | 2.62                                | 3.63                                |  |
| SEVILLA   | 89            | 8,037,256.51                   | 0.62                 | 317  | 296   | 3.22  | 2.72                                | 3.81                                |  |
| SORIA   | 108           | 7,193,495.01                   | 0.55                 | 278  | 241   | 3.13  | 2.72                                | 3.84                                |  |
| TARRAGONA   | 312           | 27,988,430.53                  | 2.15                 | 308  | 282   | 3.32  | 2.62                                | 4.25                                |  |
| TERUEL  | 169           | 12,268,261.02                  | 0.94                 | 281  | 251   | 3.43  | 2.82                                | 4.25                                |  |
| TOLEDO  | 166           | 15,702,267.13                  | 1.21                 | 318  | 295   | 3.31  | 2.60                                | 4.25                                |  |
| VALENCIA  | 1,101         | 90,980,758.79                  | 6.99                 | 300  | 275   | 3.23  | 2.42                                | 4.75                                |  |
| VALLADOLID  | 17            | 1,144,205.11                   | 0.09                 | 263  | 221   | 3.17  | 2.60                                | 3.50                                |  |
| VIZCAYA   | 3             | 440,308.86                     | 0.03                 | 360  | 334   | 3.04  | 2.60                                | 3.53                                |  |
| ZAMORA  | 6             | 487,090.33                     | 0.04                 | 264  | 240   | 2.99  | 2.62                                | 3.33                                |  |
| ZARAGOZA  | 2,222         | 191,378,703.35                 | 14.71                | 301  | 274   | 3.21  | 2.42                                | 4.95                                |  |
| <b>TOTAL</b>  | <b>14,188</b> | <b>1,300,717,344.48</b>        | <b>100.00</b>        | <b>308</b>                                   | <b>281</b>  | <b>3.26</b>                                     | <b>2.418</b>                        | <b>7.00</b>                         |  |

As shown in the table above, the following Provinces account for the largest number of buildings mortgaged as security for the mortgage loans selected for sale to the Fund upon its incorporation, as a percentage of the outstanding principal: Madrid (35.74%) and Zaragoza (14.71%), altogether representing 50.45%.

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### **2.2.3 Legal nature of the assets**

As indicated previously, all the assets will be Mortgage Loans that will be transferred to the Fund by IBERCAJA through the issue of Participations and Certificates. Of the audited portfolio, 10,613 Mortgage Loans, with a balance as of 10 April 2006 of Euros 899,309,957.92, that represent 69.14%, would correspond to Participations; 3,575 Mortgage Loans with a balance as of 10 April 2006 of Euros 401,407,386.56, that represent 30.86%, would correspond to Certificates.

The Mortgage Loans are divided into two categories, in line with their characteristics:

- a) Mortgage Loans that meet the requirements of Section Two of the Ley del Mercado Hipotecario 2/1981, of 25 March (the "**Ley del Mercado Hipotecario**") and that are sold to the Fund through the issue the Mortgage Participations.
- b) Mortgage Loans that do not meet the requirements of Section Two of the Ley del Mercado Hipotecario and are transferred to the Fund through the issue of the Mortgage Transfer Certificates, pursuant to section 18 of Law 44/2002.

The Mortgage Loans have been granted before a notary public and registered at the Land Registry, and can be foreclosed in accordance with the provisions of Title IV of Book III of the Ley de Enjuiciamiento 1/2000, of 7 January (Civil Procedural Act).

### **2.2.4 Dates in relation to the Mortgage Loans**

Each Mortgage Loan in the portfolio has a maturity date, without prejudice to the possibility of its early redemption, in accordance with the special terms and conditions stipulated in each one. Section 2.2.2 of this Additional Building Block contains a chart with the distribution of the Mortgage Loans according to their residual maturity in months. The last regular redemption date of the mortgage loans is 31 October 2040.

### **2.2.5 Amount of the assets**

On the Date of Incorporation, the amount of the Participations and the Certificates will be one thousand million (1,000,000,000) euros or slightly less, equivalent to the nominal amount of the Series A, B and C Bond issue. The Participations and the Certificates that will be sold to the Fund will be withdrawn from the loans in the portfolio audited as at 10 April 2006, which consists of 14,188 mortgage loans with an Outstanding Nominal Balance of 1,300,717,344.48 euros.

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## 2.2.6 Loan to value ratio or level of collateralisation

| AUDITED PORTFOLIO, TDA IBERCAJA 3 ISSUE<br>(Grouped by Loan to Value) |               |                                |                      |  |   |  |   |                                     |                                     |
|---|---------------|--------------------------------|----------------------|--|---|--|---|-------------------------------------|-------------------------------------|
| LOAN TO VALUE RATIO   | NUM           | TOTAL CURRENT<br>BALANCE EUROS | CURRENT<br>BALANCE % | WEIGHTED<br>AVERAGE INITIAL<br>TERM (months) | WEIGHTED<br>AVERAGE<br>REMAINING<br>TERM (months) | WEIGHTED<br>AVERAGE<br>CURRENT<br>INTEREST<br>RATE | WEIGHTED<br>AVERAGE LOAN<br>TO VALUE RATE | Min.<br>CURRENT<br>INTEREST<br>RATE | Max.<br>CURRENT<br>INTEREST<br>RATE |
| 0,00 - 10,00  | 25            | 699,151.38                     | 0.05                 | 157  | 127   | 3.23   | 8.24                                      | 2.60                                | 4.01                                |
| 10,00 - 20,00   | 448           | 17,388,843.87                  | 1.34                 | 196  | 160   | 3.24   | 16.42                                     | 2.55                                | 6.75                                |
| 20,00 - 30,00   | 1,246         | 56,820,342.53                  | 4.37                 | 219  | 176   | 3.25   | 25.70                                     | 2.47                                | 4.75                                |
| 30,00 - 40,00   | 1,684         | 94,597,191.13                  | 7.27                 | 244  | 202   | 3.24   | 35.25                                     | 2.55                                | 4.63                                |
| 40,00 - 50,00   | 1,585         | 120,353,669.71                 | 9.25                 | 277  | 247   | 3.24   | 45.05                                     | 2.55                                | 5.75                                |
| 50,00 - 60,00   | 1,672         | 155,344,492.60                 | 11.94                | 294  | 267   | 3.22   | 55.15                                     | 2.42                                | 5.25                                |
| 60,00 - 70,00   | 1,927         | 195,974,932.52                 | 15.07                | 307  | 282   | 3.22   | 65.35                                     | 2.47                                | 5.50                                |
| 70,00 - 80,00   | 3,085         | 360,173,494.55                 | 27.69                | 330  | 308   | 3.22   | 75.43                                     | 2.47                                | 7.00                                |
| 80,00 - 90,00   | 1,176         | 144,401,174.62                 | 11.10                | 347  | 322   | 3.37   | 85.50                                     | 2.60                                | 6.50                                |
| 90,00 - 100,00  | 1,340         | 154,964,051.57                 | 11.91                | 347  | 318   | 3.37   | 92.63                                     | 2.55                                | 4.75                                |
| <b>TOTAL</b>  | <b>14,188</b> | <b>1,300,717,344.48</b>        | <b>100.00</b>        | <b>308</b>                                   | <b>281</b>  | <b>3.26</b>  | <b>65.92</b>                              | <b>2.418</b>                        | <b>7.00</b>                         |

## 2.2.7 Asset creation method

As indicated in section 2.2.2. of this Additional Building Block, the Mortgage Loans were granted by the Seller to natural persons for the purposes of the purchase, construction or rehabilitation of dwellings located in Spain, or other types of activities. The Mortgage Loans are secured by a first-class real estate mortgage raised on the fee simple ownership of each and every one of the properties in question, valued by a valuation company. Some of the said Mortgage Loans have been subrogated to private individuals from financing granted to developers. On the Date of Incorporation, there will be no disputes of any kind relating to the Mortgage Loans that might impair the validity thereof.

The percentage of loans of the portfolio audited as at 10 April 2006 that have been granted for financing purposes other than the financing of the acquisition, construction or rehabilitation of dwellings does not exceed 8.93% of the Outstanding Balance. The Seller does not have a methodology other than the one described below for the granting of loans for purposes other than the purchase, construction or rehabilitation of dwellings.

The Mortgage Loans have been granted by the Seller, Caja de Ahorros y Monte de Piedad de Zaragoza, Aragón y Rioja (IBERCAJA), in keeping with its routine procedures, which are described in the document **Internal Memo on Granting of Mortgage Loans**, that is attached to the Articles of Incorporation, and which are summarised below:

### a) Description of the process

At the customer's request, the branch conducts a preliminary analysis and valuation with a view to the approval of the mortgage loan transaction.

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b) Loans granted directly (individual mortgagor)

Normally during the first interview with customers, the following information is obtained about the transaction: information about the dwelling, terms, financing needs, mortgages offered by other banks, etc. Additionally, the customer is given information about other the products offered by the bank for this type of financing transactions.

When the customers decide to apply for the loan and furnish all the documents and information requested, the branch office starts to process and analyse the application. The branch processes the application in an automated fashion, requesting a property valuation, information from the CIRBE (Bank of Spain Central Risk Information Database) and the RAI Credit Bureau, as well as the legal report issued by the Bank's Legal Department, which describes the properties, the legal status of the parties involved and a summary of how to proceed with the transaction to ensure that it is legally correct.

When all the information has been obtained, a loan viability analysis is conducted that includes the use of a scoring programme. The main criterion underlying a decision to grant a loan is the customer's capacity to repay the loan on time, and any additional security or collateral is considered to support the transaction, but under no circumstances as a decision-making criterion.

When all the information has been obtained, the branch office decides whether or not to grant the loan, if it is authorised to do so, or else submits the transaction for approval at a higher decision-making level authorised to do so.

When the transaction has been authorised at the pertinent level, all the relevant documents are drawn up, the deed is signed in the presence of a Notary Public and all the legal formalities necessary for the transaction to be considered properly entered into are completed.

Once a customer has furnished all the required documents, the transaction can be carried out within eight to ten days.

c) Developer (subrogated mortgages)

In the case of subrogated loans, it is the property developer who gives IBERCAJA a list of the homebuyers, as well as a copy of the private contracts of sale. The branch office handles the formalities with the customers, backing their prior commitment to be subrogated to the mortgage and requests the documents it needs to analyse the transaction.



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## **2.2.8 Indication of declarations and warranties given to the issuer relating to the assets**

The Seller, as owner of the Mortgage Loans, will declare and guarantee to the Fund and the Sociedad Gestora in the Articles of Incorporation, with respect to itself, to the Participations and Certificates that it will issue and with respect to the Mortgage Loans in which the Participations and Certificates that it issues will participate, on the date of the Constitution of the Fund:

### **2.2.8.1. Representations of the Seller in its own respect:**

1. That it is a credit institution duly established in accordance with current legislation, is registered in the Mercantile Registry and in the Register of Credit Institutions of the Bank of Spain and is authorised to participate in the mortgage market.
2. That at no time since its incorporation nor on the date hereof has it been in a situation of bankruptcy or insolvency or in any situation which at its liability could lead to the revocation of its authorisation as a credit institution.
3. That it has obtained all of the administrative and corporate authorisations required from third parties in order to assign the Mortgage Loans to the Fund by issuing the Participations and Certificates, for the valid granting of the Articles of Incorporation and of the commitments undertaken therein and for the execution of the other contracts related to the incorporation of the Fund.
4. That it has consolidated, individual audited annual accounts for the financial years ended as of 31 December 2003, 31 December 2004, and 31 December 2005, with a favourable opinion from the Auditors in, at least, the report issued with respect to the financial year ended 31 December 2005, and that it has filed such annual accounts with the CNMV and the corresponding Mercantile Registry.
5. That it complies with current data protection legislation.

### **2.2.8.2. With regard to the Mortgage Loans mobilised through the portfolio of Participations and Certificates that will be pooled in the Fund.**

1. That the Mortgage Loans exist, are valid and enforceable in accordance with current legislation, and that all of the applicable legal provisions have been respected in the granting thereof.
2. That the Seller is the fee simple owner of all the Mortgage Loans, and there is no impediment to it issuing the Participations and the Certificates that represent Mortgage Loans.

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3. That the information given about the Mortgage Loans attached to the Articles of Incorporation and the information included on the multiple securities that represent the Participations and the Certificates (the "**Multiple Certificates**"), will correctly reflect their status on the Date of Incorporation, as is described in the computer files sent about the loans, and that such information is correct, complete and not misleading. Any other additional information about the nature of the Seller's mortgage loan portfolio given in this Prospectus is correct and not misleading.
4. That all the Mortgage Loans accrue interest at variable rates, even though fixed rates may have been agreed during the initial period. No maximum limit for interest rate has been established for the Mortgage Loans.
5. That the Mortgage Loans have been granted to natural persons for the purposes of the purchase, construction or rehabilitation of dwellings located in Spain or other types of activities, and that none of these dwellings has been classified as officially subsidised housing, nor is its acquisition, construction or rehabilitation entitled to any type of subsidy. Some of the said loans have been subrogated to private individuals from financing granted to developers.
6. That all the Mortgage Loans are secured by a first-class real estate mortgage raised on the fee simple ownership of each and every one of the properties in question, without the mortgaged properties being encumbered by disposal prohibitions, conditions subsequent or any other ownership constraints, with preference to the mortgage.
7. That all the mortgages have been properly raised and registered in the pertinent Land Registries and the registration details match the details given in the Articles of Incorporation of the Fund and in the corresponding Multiple Certificates. The registration of the mortgaged properties is valid and free of any contradiction and is not subject to any preferential limitation upon the mortgage in accordance with applicable regulations.
8. That the mortgages have been raised on properties of which the Mortgagors are the full fee simple owners, that they meet the requirements set forth in article 27 of Royal Decree 685/1982 and the Seller has no knowledge of any disputes relating to the ownership of such properties.
9. That all the mortgaged dwellings are completed dwellings and have been appraised by Valuation Companies registered with the Bank of Spain, evidence of the valuation being furnished in the form of the pertinent certificate. The valuations comply with all the requirements established in the laws governing the mortgage market.

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10. That, in the case of loans granted for the purchase of Officially Subsidised Housing, the appraised value considered for the purposes of all the calculations, has been the maximum legal sale price.
11. That the Outstanding Nominal Balance of each of the Mortgage Loans backing the Participations will not exceed 80% of the appraised value of the properties mortgaged to secure the corresponding Mortgage Loan, on the date of issue of such Participations.
12. That the Outstanding Nominal Balance of each of the Mortgage Loans backing the Certificates will not exceed 100% of the appraised value of the properties mortgaged to secure the corresponding Mortgage Loan, on the date of issue of such Certificates.
13. That the Seller has no knowledge of the value of any mortgaged property having dropped by more than 20% of the appraised value.
14. That the buildings upon which the mortgage guarantee has been raised have (i) a material damage insurance policy, in which the sum insured is not less than, either the appraised value, excluding any elements not insurable by nature, in the case of the loans backing the Participations, or else the balance of the loan, on 10 April 2006, in the case of the loans backing the Certificates, or (ii) if the cover referred to in point (i) above does not exist or if the sum insured is insufficient, the Seller has taken out a global supplementary and subsidiary insurance policy that guarantees material damage insurance coverage.
15. That the information relating to the material damage insurance policies taken out by the Mortgageors, and to any other appendant right to the Mortgage Loans is accurate and gives a true and fair view of the actual situation.
16. That the Seller has no knowledge that the premiums for the insurance policies taken out and referred to in points (14) and (15) supra have not been paid in full.
17. That the properties mortgaged by virtue of the Mortgage Loans are not considered as property ineligible for use as collateral under article 31.1.d) of Royal Decree 685/1982, and the Mortgage Loans do not meet any of the characteristics of credit facilities that are restricted or prohibited under article 32 of Royal Decree 685/1982 to secure the issue of Participations and Certificates.
18. That the Mortgage Loans have been granted in accordance with market criteria.
19. That the policy set out in the document entitled "Internal Memo on Granting of Mortgage Loans" that is attached to the Articles of Incorporation has been followed

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faithfully, and is the policy normally used by the Seller in granting Mortgage Loans and is legal.

20. That the Mortgage Loans have been executed in a public deed.
21. That all the deeds of the mortgages raised on the dwellings and to which the Mortgage Loans refer to are correctly deposited at the registered offices of the Seller, where they are available to the Sociedad Gestora. All the Loans are clearly identified both in computer records and in their deeds and are analysed and monitored by the Seller.
22. That all the Mortgage Loans have been and are being serviced by the Seller, from the time of their granting or subrogation in favour of IBERCAJA, in accordance with the procedures normally used by the latter in servicing mortgage loans.
23. That there are no disputes of any kind relating to the Mortgage Loans that might impair the validity thereof or that might give rise to the application of article 1,535 of the Civil Code, and that they are unaware of the existence of any circumstances that might render null and void the purchase contract regarding the dwelling mortgaged to secure the Mortgage Loans.
24. That none of the Mortgage Loans will have, on the Date of Incorporation, payments delinquent by more than thirty (30) days.
25. That to date, the Seller is not aware that any of the Mortgagors holds any credit right against the Seller that entitles the Mortgagor to a setoff such as could adversely affect the rights conveyed by the Participations and Certificates.
26. That it is not aware that any of the borrowers is entitled to contest, with respect to the Seller, the payment of any amount relating to the Mortgage Loans.
27. That the Seller has not received, on the Date of Incorporation, any notice regarding the full early redemption of the Mortgage Loans.
28. That it is not aware of any circumstance that would hinder foreclosure of the mortgage security underlying the Mortgage Loans.
29. That it is not aware that anybody has any right senior to the rights of the Fund as holder of the Participations and the Certificates, to collect the amounts derived from the Mortgage Loans, except for legal preferential rights.
30. That as regards the Mortgage Loans, the maximum level of risk granted to a single Mortgagor (defined as the sum of the outstanding balances of all the loans granted to a single Mortgagor) does not, as at 10 April 2006 exceed Euros 469,500.71.

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31. That the Mortgage Loans are not subject to any issue of mortgage-backed bonds and, as from the issue of the Participations and Certificates, will not be subject to any issue of mortgage-backed certificates, bonds or other mortgage participations or mortgage transfer certificates.
32. That the Participations and the Certificates are issued for the same term to maturity and at the same interest rate as each of the underlying Mortgage Loans.
33. That on the day of the issue, the Outstanding Nominal Balance of each of the Mortgage Loans is equivalent to the principal of the Participation or Certificate to which it relates.
34. That the last regular redemption date of the mortgage loans is 31 October 2040.
35. That the information about the Participations, the Certificates and the Mortgage Loans given in the Prospectus is accurate and gives a true and fair view of the actual situation.
36. That all the Mortgage Loans are denominated in euros, are payable exclusively in euros, and do not include any clauses that permit the deferral of the periodic payment either of interest or of principal.
37. That the payment obligations of all the Mortgage Loans are satisfied by means of direct debit to a bank account, interest and capital payments being made on a monthly basis.
38. That on the Date of Incorporation, at least two principal instalments have fallen due on each of the Mortgage Loans, and in all of them, all the capital has been drawn down.
39. That, notwithstanding the contents of representation number 5 ut supra, none of the Mortgage Loans represent financing granted to real estate developers for the construction or rehabilitation of dwellings that will be put on sale.
40. That, once the Participations and Certificates have been issued, the volume of certificates issued by the Seller and that are outstanding will not exceed 90% of the total unredeemed capital of the mortgage loan portfolio suitable to cover the issue, in accordance with the provisions of articles 59 and 60 of Royal Decree 685/1982.

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

In the exceptional event that, after the Date of Incorporation and, notwithstanding the declarations made by the Seller and the diligence exercised by the latter in ensuring their truthfulness, it is found, during life of the Fund, that one of the Participations and/or

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Certificates or that one of the Mortgage Loans upon which the latter have been issued, did not conform, on the Date of Incorporation of the Fund, to the declarations made in section 2.2.8. of this Additional Building Block or to the facts about which it states, in such section, that it is not aware and set forth in Clause 9.2. of the Articles of Incorporation, the Seller undertakes as follows:

- (A) To substitute the Participation and/or Certificate in question with another of similar financial characteristics, in terms of the amount, residual term, interest rate, characteristics of the mortgagor and mortgaged property and balance/appraised value ratio, that is accepted by the Sociedad Gestora, reported to the Rating Agencies and provided that it does not affect the Bond ratings granted by such Agencies.

The amounts accrued and unpaid until the date of substitution of the Participation and/or Certificate that is to be substituted, must be paid to the Fund by the Seller, in its capacity as servicer, at the time that such Participation and/or Certificate is substituted.

Be that as it may, when substituting a Participation and/or Certificate, the Sellers must attest that the substitute Participation and/or Certificate conforms to the declarations set forth in section 2.2.8. of this Additional Building Block.

As soon as the Seller learns that one of the Participations and/or Certificates that it has issued or that one of the Mortgage Loans underlying them does not conform the aforementioned declarations, it will report the matter to the Sociedad Gestora and indicate the mortgage loans with respect to which it intends to issue new mortgage participations and/or mortgage transfer certificates to substitute the ones affected. If any Participation and/or Certificate is substituted, pursuant to the provisions of this paragraph, the Seller will proceed to issue a new Multiple Certificate that will be exchanged for the certificate that was issued on the Date of Incorporation.

The Seller undertakes to formalise the substitution of Participations and Certificates in an affidavit and in the manner and time frame stipulated by the Sociedad Gestora, and to furnish any related information that the Sociedad Gestora deems necessary. The substitution will be reported to the Rating Agencies and a copy of the deed will be sent to the CNMV.

- (B) In addition to the obligation assumed in point (A) ut supra and whenever the substitution stipulated therein is not possible because the mortgage loans available are not homogeneous with the securitised portfolio in terms of the amount, the residual term, the interest rate, the characteristics of the mortgagor, the characteristics of the mortgaged property, or current balance/appraised value ratio, the Seller undertakes to proceed to the early redemption of the Participation and/or

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Certificate in question, by reimbursing, in cash, both the outstanding capital of the Participation and/or Certificate in question and the interest accrued and unpaid to date, as well as payable any other amount owing to the Fund with respect to the Participation and/or Certificate in question, by depositing it in the Reinvestment Account. The Sociedad Gestora will use the amounts received from the early redemption of the Participations and/or Certificates affected by the aforementioned circumstances, to redeem the Bonds on the next Payment Date, subject to the Payment Priority Order described in section 3.4.6.2 of this Additional Building Block.

In particular, should the Seller modify the terms and conditions of the Mortgage Loans during their lifetime without complying with the limits established in the special legislation applicable and with the terms agreed between the Fund and the Seller in the Articles of Incorporation of the Fund and in this Prospectus, in section 3.7.1. of this Additional Building Block and, therefore, such modification be absolutely exceptional, the Seller would be considered in unilateral breach of its obligations and the Fund will not be held responsible. In the event of such breach, the Fund, through the Sociedad Gestora, will be entitled to (i) seek damages and (ii) seek the substitution or reimbursement of the Participations and/or Certificates in question, pursuant to the provisions of letters (A) and (B) ut supra. This will not imply that the Seller guarantees the success of the transaction, but the necessary redress of the effects caused by the breach of its obligations, pursuant to article 1,124 of the Civil Code. The expenses originating from the actions to remedy the breach of the Seller will be borne by the latter and may not be recovered from the Fund. The Sociedad Gestora will immediately notify the CNMV whenever loans are substituted or redeemed as a result of breach by the Seller.

#### **2.2.10 Insurance policies in relation to the Mortgage Loans**

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In accordance with representation (14), all the buildings upon which the mortgage guarantee has been raised with (i) a material damage insurance policy, in which the sum insured is not less than, either the appraised value, excluding any elements not insurable by nature, in the case of the loans backing the Participations, or else the balance of the loan, on 10 April 2006, in the case of the loans backing the Certificates, or (ii) if the cover referred to in point (i) above does not exist or if the sum insured is insufficient, the Seller has taken out a global supplementary and subsidiary insurance policy that guarantees material damage insurance coverage.

At the same time, IBERCAJA will formalise the transfer, associated to the issue of the Participations and the Certificates, of its rights as the beneficiary of the material damage insurance policies taken out by the Mortgagors or any other insurance policy that affords equivalent coverage. Therefore the Fund, insofar as it is the owner of the Participations and the Certificates, will be entitled to any amounts that IBERCAJA should have received on these grounds.

**2.2.11 Information on the debtors where the securitised assets including obligations of five or fewer debtors which are legal persons, or if a single debtor accounts for more than 20% of the assets, or where a single debtor accounts for a material portion of the assets**

Not applicable.

**2.2.12 Details of the relationship, if it is material to the issue, between the issuer, guarantor and obligor**

There are none.

**2.2.13 Where the assets comprise fixed income assets, description of the principal terms and conditions**

Not applicable.

**2.2.14 Where the assets include equity securities, description of the principal terms and conditions**

Not applicable.

**2.2.15 Where more than 10% of the securitised assets comprise equity securities that are not traded on a regulated or equivalent market, a description of the principal terms and conditions.**

Not applicable.



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**2.2.16A valuation report setting out the valuation of the property and the cash flow / income streams if an important part of the assets is backed**

It is expressly declared that the buildings backing the Mortgage Loans have not been appraised on the occasion of this Issue, such that the valuations of them described in section 2.2.2 of this Additional Building Block, are the valuations conducted by the Valuation Companies on the original date of the granting of the Mortgage Loans.

**2.3. Actively managed pool of assets backing the Issue**

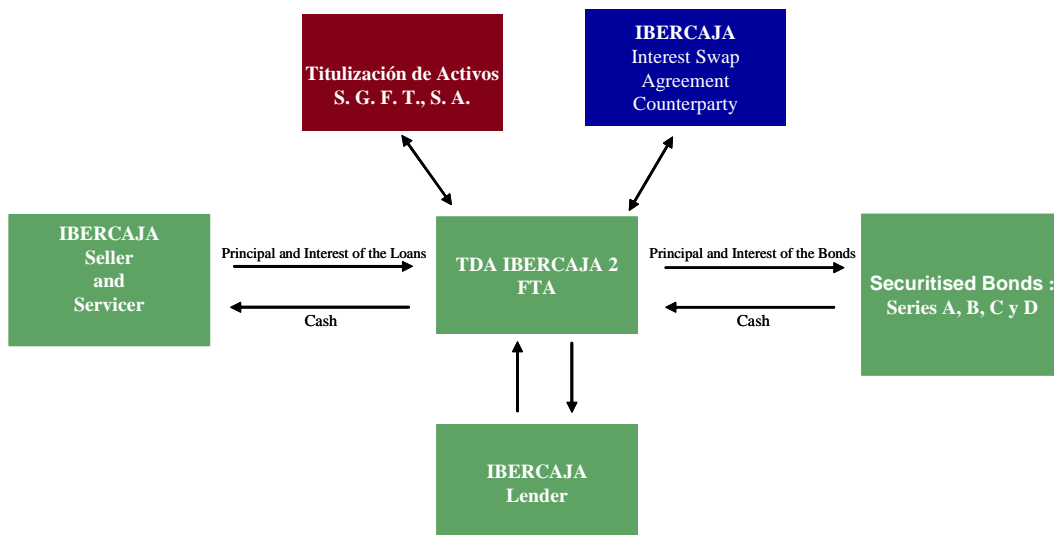
Not applicable.

**2.4. Where an issuer proposes to issue further securities backed by the same assets, a statement to that effect and description of how the holders of that class will be informed**

Not applicable.

**3. STRUCTURE AND CASH FLOW**

**3.1. Description of the structure of the transaction**



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The initial Balance Sheet for the Fund will be as follows:

| FUND BALANCE SHEET (at source) |                         |                                  |                         |
|--------------------------------|-------------------------|----------------------------------|-------------------------|
| EUROS                          |                         |                                  |                         |
| ASSETS                         |                         | LIABILITIES                      |                         |
| Mortgage Participations        | 767,737,570.31          | Class A Bonds                    | 960,000,000.00          |
|                                |                         | Class B Bonds                    | 32,500,000.00           |
| Mortgage Transfer Certificates | 232,262,429.68          | Class C Bonds                    | 7,500,000.00            |
|                                |                         | Class D Bonds                    | 7,000,000.00            |
| Cash                           |                         |                                  |                         |
| Reserve Fund                   | 7,000,000.00            |                                  |                         |
| Initial Capitalised Expenses   | 1,300,000.00            | Initial Expenses Loan            | 1,300,000.00            |
| Other deposits                 | 0.01                    |                                  |                         |
| <b>TOTAL ASSETS</b>            | <b>1,008,300,000.00</b> | <b>TOTAL LIABILITIES</b>         | <b>1,008,300,000.00</b> |
| Shortfall Funds                | 2,500,000.00            | Bridge Loan (available 26/09/06) | 2,500,000.00            |

\* In preparing the Balance Sheet, it has been considered that the amount of the Participations and Certificates is 1,000,000,000 euros. However on the Incorporation Date, the amount of the Mortgage Loans sold to the Fund through the issue of the Participations and Certificates will be equal to or slightly less than 1,000,000,000 euros.

### 3.2. Description of the entities participating in the issue and description of the duties to be performed by them

The entities participating in the issue, as well as the description of their functions, are contained in section 5.1 and 5.2. of the Registration Document.

### 3.3. Description of the method and date of the sale, transfer, novation, assignment of the assets, or of any right and/or obligation in the assets to the Fund

#### 3.3.1 General terms for the issuance and subscription of the Participations and the Certificates.

The Mortgage Loans will be transferred to the Fund through the issue of the Participations and the Certificates by the Seller and their subscription by the Sociedad Gestora on behalf of the Fund pursuant to the Articles of Incorporation and to this Prospectus. The Participations and Certificates will be issued for a total nominal value of one thousand million (1,000,000,000) euros or slightly less, equivalent to the nominal amount of the Series A, B and C Bond issue, each Participation and Certificate representing 100% of the unredeemed principal of each Mortgage Loan, and accruing

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interest at a rate equivalent to the nominal interest rate accrued from time to time by the corresponding Mortgage Loan.

The full and unconditional assignment to the Fund of the credit rights which are derived from the Mortgage Loans, with the exceptions noted in section 3.3.3. of this Additional Building Block, by means of the issue of the Participations and Certificates, will take place on the Date of Incorporation for the remaining term to maturity of said Loans, with no agreement of any kind to repurchase on the part of the Seller. The Participations and the Certificates will begin to accrue the corresponding interest, beginning on the Date of Incorporation (inclusive), that is to say, 12 May 2006, with the result that the interest accrued on the Mortgage Loans beginning on the Date of Incorporation will be for the benefit of the Fund.

The Seller will not assume any responsibility whatsoever for non-payment by the mortgagors, whether for principal, interest, or any other amount which the Mortgagors may owe pursuant to the Mortgage Loans. Likewise, it will not be held liable, in any form whatsoever, for directly or indirectly guaranteeing the successful conclusion of this transaction, nor will it grant collateral or bank guarantees, nor will it enter into agreements to repurchase the Participations and the Certificates, whether pursuant to the Articles of Incorporation, or to this Prospectus, or to any other agreement or contract.

The Seller will warrant to the Fund the existence and validity of the Mortgage Loans in the same manner as specified by articles 348 of the Commercial Code and 1,529 of the Civil Code.

The conveyance of the Participations and the Certificates is restricted to institutional investors.

### **3.3.2 Issuance price of the Participations and the Certificates**

The Sociedad Gestora, on the Date of Incorporation, will subscribe to 100% of the Participations and the Certificates on behalf of the Fund.

The price of the Participations and the Certificates will be the full Outstanding Nominal Balance of the Mortgage Loans on the Date of Incorporation, and will be paid by the Sociedad Gestora, on behalf of and for the account of the Fund, to the Seller, on the Disbursement Date, that is to say, 18 May 2006. The postponement in the payment does not accrue interests. The structure of the transaction does not permit to the Seller to recover the accrued interests of the Mortgage Participations and the Mortgage Transfer Certificates from the Date of Incorporation to Disbursement Date, except, in the case, that this occurs through the other payments according to Payment Priority Order of section 3.4.6.2. of this Additional Building Block

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In the event of termination of the incorporation of the Fund and, consequently, of the issue and subscription of the Participations and of the Certificates, (i) the obligation of the Fund to pay for the Participations and the Certificates will be extinguished, and (ii) the Sociedad Gestora will be obligated to restore to the Seller any right which may have accrued to the Fund by the subscription of the respective Participations and Certificates.

### **3.3.3 Description of the rights conferred upon the Fund for the subscription of the Mortgage Loan Participations and Certificates**

The Fund, as legal holder of the Participations and the Certificates, will hold the rights generally recognised by applicable law and in the Participations and the Certificates. Specifically, the Fund will be entitled to receive the payments which, beginning on the Date of Incorporation, are made by the Mortgagors, with the exceptions indicated in the following paragraph, as well as any other payments arising from the Mortgage Loans, provided that they all correspond to the Participations and Certificates. The Participations and the Certificates will start to accrue interest in favour of the Fund from the Date of Incorporation.

In addition to the payments made by the Mortgagors, the Fund will be entitled to any other payment received by the Seller on the Mortgage Loans, as servicer of these loans, including those arising from any right related to the loan such as those payments arising from insurance policies, payments made by possible guarantors, etc., with the exception of default interest, fees for the collection of unpaid amounts, assumption fees, early redemption/cancellation fees, as well as any other fee or payment to which the Seller of the Participations and the Certificates is entitled.

In addition, the Fund will be entitled to receive amounts, goods, or rights as payment of principal or interest on the Mortgage Loans, whether based on liquidation price or an amount determined by a court order or other enforcement action of a mortgage guarantee, by the transfer or liquidation of the real estate awarded or as a consequence of the aforementioned enforcement actions, as the acting servicer and manager of the properties in the process of foreclosure. The Seller agrees to provide the appropriate notifications that, depending on the case, are needed in order for said payments to be made to the Sociedad Gestora.

The Seller will exercise reasonable effort in order to maintain in full force and effect the insurance policies purchased relative to the Mortgage Loans, with the Seller being liable to the Fund for any loss sustained by the Fund in the event that the insurance policies are not maintained in full force and effect.

### **3.3.4 Representation of the Participations and the Certificates and the deposit thereof**

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The Participations and the Certificates that are pooled in the Fund will be represented by two Multiple Certificates, one representing all the Participations and the other representing all the Certificates.

Both in the event that the Sociedad Gestora proceeds, on behalf and for the account of the Fund, to substitute a Mortgage Loan in accordance with the provisions of section 2.2.9. of the Additional Building Block, and in the event that a Mortgage Loan is foreclosed, in accordance with the provisions of section 3.7.1. of this Additional Building Block, and if, in the event of the Early Liquidation of the Fund, on the grounds and according to the terms set forth in section 4.4.3. of the Registration Document, the Participations and/or the Certificates have to be sold, and for any other circumstances which may arise, the Seller undertakes to divide any multiple certificate representing the Participations and/or the Certificates into as many individual or multiple certificates as may be required, or to substitute or exchange them, in order to achieve the aforementioned purposes.

The Multiple Certificates representing the Participations and the Certificates and, in a given case, the individual certificates into which they have been divided, will remain on deposit with the Financial Agent who will act as the depository for them.

### **3.3.5 Other legal system requirements for the Participations and the Certificates**

As established in Royal Decree 685/1982, the Participations and the Certificates will be transferrable by written declaration on the certificate itself and, generally, by any of the means legally allowed in accordance with the provisions of article 67.1 of Royal Decree 685/1982, with the acquisition and ownership limited to institutional or professional investors and not permitted for the non-specialised public, as stipulated in article 64.1 of Royal Decree 685/1982. The purchaser must inform the issuer both of such a transfer and of the address of the new owner.

The transferor will not be held responsible for the solvency of the issuing entity nor for that of the Mortgagor, nor likewise for the adequacy of the mortgage which secures it.

## **3.4. Explanation of the Flow of Funds**

### **3.4.1 How the cash flow from the assets will meet the Issuer's obligations to the Security holders.**

As illustrated in the diagram included in section 3.1 of this Additional Building Block, the cash flow from the assets will serve to fulfil the obligations of the issuer in the following manner:

- a) On the Disbursement Date, the Fund will pay the price of the Participations and Certificates issued from the amount of principal received from Series A, B and C Bonds.

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- b) On said Disbursement Date, the Fund will also receive the amount of the Initial Expenses Loan to pay them.
- c) Likewise, on such Disbursement Date the Reserve Fund will be provisioned with the amount of principal received from Series D Bonds.
- d) On each Collection Date, the Sociedad Gestora, for and on behalf of the Fund, will receive the amounts that the Mortgagors have paid for the principal and interest during each Collection Period. These amounts will be deposited in the Reinvestment Account, accruing an interest rate in accordance with the Guaranteed Interest Rate Deposit Contract (Reinvestment Account), which will cover the payments of the Fund on each Payment Date, in keeping with the Payment Priority Order.
- e) Technical Advance. Taking into account that a portion of the delays in the payment of an instalment by the borrowers may be of a temporary or technical nature, in order to prevent any such delays from negatively affecting the flow of payments to the Bondholders, and in addition taking into account the existence of a 20-day difference between the end of the Collection Period and the Fund Collection Date during which period of time the amounts are collected by the Seller, as servicer of the Mortgage Loans, which belong to the Fund, the Sociedad Gestora will on each Collection Date be entitled to draw, acting on behalf of and for the account of the Fund, a payment advance to be charged against said amounts, which will be deposited in the Reinvestment Account.

The amount of each Technical Advance will be an amount not greater than the amount collected by the Seller, from the Mortgage Loans which it services, for any payments to which the Fund is entitled as holder of the Participations and the Certificates, from the end of the most recent Collection Period until the Collection Date on which the Technical Advance is requested.

- f) The Available Funds will be used on each Payment Date to meet the payment obligations of the Fund in accordance with the Payment Priority Order described in section 3.4.6.2. of the Additional Building Block.

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

As a mechanism for credit enhancement in the event of possible losses from unpaid and/or defaulted Mortgage Loans and for the purpose of allowing payments to be made by the Fund in accordance with the Payment Priority Order, a provision for the establishment of the Reserve Fund, the characteristics of which are set forth in section 3.4.2.1. below, has been made.

Similarly, the subordination and the postponement of the Series B, C and D Bonds, in the

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payment of interest and the return of principal which results from their ranking in the Payment Priority Order and in the Liquidation Payment Priority Order, constitute a protection mechanism between the different Series of Bonds.

In order to eliminate the interest rate risk which exists due to the fact that the Participations and the Certificates are subject to variable interest rates based on different index rates and different adjustment periods and payment periods for the variable interest payments established for each of the Series of Bonds that are issued by the Fund; as well as the risk posed by the fact that, under the regulations for the modification and replacement of mortgage loans, the Participations and the Certificates may be subject to renegotiations in which the agreed interest rate is lowered, the Sociedad Gestora will enter into an Interest Swap Agreement with IBERCAJA, described in 3.4.7.1. of this Additional Module.

The Fund will have, in accordance with the provisions of the Guaranteed Interest Rate Deposit Contract, a bank account on behalf of the Fund (the "**Reinvestment Account**"), into which all the amounts that the Fund must receive from the Seller will be paid, on each Collection Date, pursuant to the provisions of section 3.4.4.1 of the Additional Building Block.

#### **3.4.2.1. Reserve Fund**

As a security measure and for the purpose of allowing payments to be made by the Fund to the holders of the Series A, B and C Bonds, according to the Payment Priority Order described in section 3.4.6.2 of the Additional Building Block, a reserve fund ("**Reserve Fund**") will be established.

The Reserve Fund will be established initially on the Disbursement Date, from the amount of the Series D Bond issue, for an amount of seven million (7,000,000) euros.

On each Payment Date, the Required Level of the Reserve Fund will be the lesser of the following amounts:

- 0.70% if the initial amount of the Bond issue.
- 1.40% of the Receivable Nominal Balance of the Bond issue.

Nevertheless, the Required Level of the Reserve Fund must not be reduced in the event that, on a Payment Date, any of the following circumstances exists:

- That the Reserve Fund is not at its Required Level on the prior Payment Date.
- That the Receivable Nominal Balance of the Non-Defaulted Participations and the Certificates that are past due for 90 days or more exceeds 1% of the Receivable

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Nominal Balance of the Non-Defaulted Participations and the Certificates.

- That three years have not passed since the Date of Incorporation of the Fund.

The minimum Required Level of the Fund must not be less than 0.50% of the original balance of the Bond issue.

The amounts which make up the Reserve Fund will be deposited in the Reinvestment Account under the terms referred to in section 3.4.4.1. of this Additional Building Block.

### **3.4.3 Details of any subordinated debt financing**

The Seller will grant the Fund a Subordinated Loan and an Initial Expenses Loan, the main terms of which are described below.

#### **3.4.3.1. Initial Expenses Loan Contract**

The Seller will grant, in accordance with the provisions of the Initial Expenses Loan Contract, a subordinated loan to the Fund (the "**Initial Expenses Loan**"), for an amount of up to one million three hundred thousand (1,300,000) euros.

The final amount of the Initial Expenses Loan will be determined by the Sociedad Gestora on 16 May 2006, when the Lead Managers have notified it, as described in section 4.2.2. of the Securities Note, the definitive underwriting and placement fees applicable to the Bonds of each Series. The Sociedad Gestora will proceed to communicate before 1.00 p.m. (Madrid time) on 16 May 2006, the final amount of the Initial Expenses Loan. The final amount of the Initial Expenses Loan will be delivered on the Disbursement Date by means of a deposit into the Treasury Account opened with the Financial Agent. The final amount of the Initial Expenses Loan will be documented in the notarised disbursement document.

The amount of the Initial Expenses Loan will be used by the Sociedad Gestora for the purpose of paying the initial expenses of the Fund incurred in the incorporation of the Fund and the issue of the Bonds.

The interest on the Initial Expenses Loan will be calculated based on an annual interest rate, payable quarterly, equal to the Reference Interest Rate determined for each Interest Accrual Period plus a margin of 0.75%. This interest will be paid only if the Fund has sufficient liquidity available according to the Fund Payment Priority Order, described in section 3.4.6.2. of this Additional Building Block. The interest will be settled on each Payment Date, and will be calculated on the following basis: (i) the actual effective days in each Interest Accrual Period and (ii) a 360 day year. The payment of such interest will be subject to Payment Priority Order or to the Liquidation Payment Priority Order set forth in sections 3.4.6.2 and 3.4.6.3., respectively, of the Additional Building Block.



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The principal of the Initial Expenses Loan, will be repaid in 20 equal and consecutive instalments, the first of which will be paid on the first Payment Date (28 September 2006) and the remaining ones on the following Payment Dates, all being subject to the Payment Priority Order or to the Liquidation Payment Priority Order described in sections 3.4.6.2. and 3.4.6.3., respectively, of the Additional Building Block.

The non-confirmation before the start of the Subscription Period of one of the provisional ratings assigned to the Bonds by the Rating Agencies will be construed as grounds for termination of the Initial Expenses Loan Contract.

All of the amounts that are to be paid to the Seller, whether for the payment of accrued interest or for the repayment of principal, pertaining to the Initial Expenses Loan, will be subject to the Payment Priority Order or to the Liquidation Payment Priority Order described in sections 3.4.6.2. and 3.4.6.3., respectively, of the Additional Building Block.

All of the amounts which, as specified in the prior paragraphs, have not been paid to the Seller will be paid on the following Payment Dates in which the Available Funds permit said payment according to the Payment Priority Order established and will be paid in preference to the amounts required to be paid under the Initial Expenses Loan on said Payment Date. The amounts owing to the Seller and remaining unpaid according to the provisions of the prior paragraphs will not accrue default interest in its favour.

#### **3.4.3.2. Subordinated Loan Contract**

The Seller will grant, in accordance with the provisions of the Subordinated Loan Contract, a subordinated loan to the Fund (the "**Subordinated Loan**"), for a maximum total amount of two million five hundred thousand (2,500,000) euros. The definitive amount of the Subordinated Loan will be determined before the second Business Day prior to the first Payment Date. The principal of the Subordinated Loan, which will equal the definitive amount, will be delivered on the second Business Day prior to the first Payment Date by means of a deposit into the Treasury Account opened on behalf of the Fund with the Financial Agent.

The Sociedad Gestora must assign the amount of the Subordinated Loan to cover the difference, on the Fund's first Payment Date, between the interest on the Participations and the Certificates until the first Payment Date and the interest received from the Participations and Certificates matured prior to such Payment Date.

The interest on the Subordinated Loan will be calculated based on an annual interest rate, payable quarterly, equal to the Reference Interest Rate fixed for each Interest Accrual Period plus a margin of 0.75%. This interest will be paid only if the Fund has sufficient liquidity available according to the Payment Priority Order, or to the Liquidation Payment Priority Order described in sections 3.4.6.2. and 3.4.6.3., of the Additional Building Block, respectively. The interest will be settled on each Payment Date, and will be

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calculated on the following basis: (i) the actual effective days in each Interest Accrual Period and (ii) a three hundred and sixty (360) day year. The payment of such interest will be subject to Payment Priority Order or to the Liquidation Payment Priority Order set forth in sections 3.4.6.2 and 3.4.6.3. of the Additional Building Block, respectively.

The Subordinated Loan will mature on the Fund Legal Maturity Date. The principal of the Subordinated Loan will be redeemed in a maximum of twenty consecutive instalments, starting on the first Payment Date.

The non-confirmation before the start of the Subscription Period of one of the provisional ratings assigned to the Bonds by the Rating Agencies will be construed as grounds for termination of the Subordinated Loan Contract.

All of the amounts that are to be paid to the Seller, whether for the payment of accrued interest or for the repayment of principal, pertaining to the Subordinated Loan, will be subject to the Payment Priority Order or to the or to the Liquidation Payment Priority Order described in sections 3.4.6.2. and 3.4.6.3., respectively, of the Additional Building Block.

All of the amounts which, as specified in the prior paragraphs, have not been paid to the Seller will be paid on the following Payment Dates in which the Available Funds permit said payment according to the Payment Priority Order or to the Liquidation Payment Priority Order described in sections 3.4.6.2. and 3.4.6.3. of the Additional Building Block, respectively, and will be paid in preference to the amounts required to be paid under the Subordinated Loan on said Payment Date.

The amounts owing to the Seller and remaining unpaid according to the provisions of the prior paragraphs will not accrue default interest in its favour.

### **3.4.3.3. Subordination of the Bonds**

In terms of payment of interest and reimbursement of principal, the Series D Bonds rank after the Series A, B and C Bonds. In terms of payment of interest and reimbursement of principal, the Series C Bonds rank after the Series A and B Bonds. In terms of payment of interest and reimbursement of principal, the Series B Bonds rank after the Series A Bonds. All pursuant to the Payment Priority Order or the Liquidation Payment Priority Order established, respectively in sections 3.4.6.2 and 3.4.6.3 of the Additional Building Block.

Sections 4.6.1. and 4.6.2. of the Securities Note specify how the interest and principal reimbursement payments of the Bonds of each Series rank in the Fund payment priority order.

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Should the circumstances causing the pro rata redemption of the Series A, B and C Bonds set forth in section 4.9.4. of the Securities Note arise, there will be no subordination in the reimbursement of principal of the Bonds of these Series.

### **3.4.4 Parameters for the investment of temporary liquidity surpluses and a description of the parties responsible for such investment.**

The investment parameters for the investment of the Fund temporary liquidity surpluses are set forth in the Guaranteed Interest Rate Deposit Contract (Reinvestment Account) and in the Financial Services Contract that regulates the Treasury Account.

#### **3.4.4.1. Guaranteed Interest Rate Deposit Contract**

The Fund will have available through the Seller, in accordance with the provisions of the Guaranteed Interest Rate Deposit Contract, a bank account on behalf of the Fund (the "Reinvestment Account"), into which all the amounts that the Fund must receive from the Seller will be paid. These deposits will be made on day 20 of each month or, if that day is not a Business Day, on the immediately preceding Business Day while the short term debt ratings of the Seller remain A-1, according to the S&P rating scale, and P-1, according to the Moody's rating scale.

The Seller will provide to the Fund all of the customary services relating to the maintenance and administration of said account, in accordance with normal banking practices. The costs, if any, which are charged for the maintenance of said Reinvestment Account, will be charged directly to the Seller, except for any costs incurred due to the negligence of the Sociedad Gestora.

The Seller will transfer to the Treasury Account, with good value on the second Business Day immediately prior to each Payment Date, the amounts that are deposited in the Reinvestment Account which are necessary to meet the payment obligations specified in the Payment Priority Order set forth in section 3.4.6.2. of this Additional Building Block, that are deposited in the Reinvestment Account, with the Sociedad Gestora giving appropriate instructions for such purposes. These amounts will only correspond to the amounts collected by the Seller for any reason in relation to the Mortgage Loans that it services during the three (3) Collection Periods prior to each Payment Date –except for the first Payment Date, which will be the dates of the four (4) Collection Periods prior to that Payment Date-, the Technical Advance, the Reserve Fund and the yields generated by such amounts.

Whenever the Fund has a positive balance in the Reinvestment Account, such balance will accrue in its favour an annual interest rate, adjusted quarterly, equal to the Bond Reference Interest Rate fixed for each Interest Accrual Period, at the start of each

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computable period. Consequently, each deposit will give rise to a computable period, the duration of which will be the number of days between the value date of such deposit (inclusive) to the date on which the transfer to the Treasury Account is made (exclusive).

The balances of the Reinvestment Account will be held in cash. The balances in the Reinvestment Account, in favour of the Fund, cannot be used, in any way, by the Seller to offset any kind of debt concurrently maintained by the Fund or by related third parties, unless prior written approval from the Sociedad Gestora has been obtained.

Should the short-term ratings assigned by Moody's and S&P to the Seller be downgraded below P-1 or A-1, or should such ratings be withdrawn, for any reason, by Moody's or S&P, respectively, the Seller must find, within the 30 days following such downgrade, and in order to maintain the ratings assigned to each Series of Bonds by Moody's or S&P, and after notifying the latter:

- (i) an entity with the aforementioned ratings that is willing to perform, in the same terms and conditions, the Seller's duties in relation to the Reinvestment Account, or
- (ii) obtain a first demand bank guarantee, also from an entity with the aforementioned ratings, that guarantees to the Fund, on simple request from the Sociedad Gestora, the timely payment by the Seller of its obligation to reimburse the amounts deposited in the Reinvestment Account.

Should the Seller's Ratings be downgraded at any time, the revenues from the Participations or Certificates from the Seller must be transferred to the Reinvestment Account every five Business Days, although the quarterly transfer to the Treasury Account.

Up to the second Business Day prior to the Payment Date, when it will be transferred to the Treasury Account for its application, the Sociedad Gestora will transfer the amount by which the balance of the Treasury Account exceeds 20% of the Receivable Nominal Balance of the Bonds, to an account with a bank that has unsecured and non-subordinated short-term debt rated P-1 on Moody's rating scale or A-1+ on S&P's rating scale and the maximum return possible will be contracted for its balances. This may differ from the rate contracted with IBERCAJA by virtue of the Guaranteed Interest Rate Deposit Contract (Reinvestment Account) (hereinafter, the account opened in accordance with this paragraph will be referred to as the "**Surplus Account**").

If the short-term credit rating of this bank where the Surplus Account is opened is downgraded below P-1 on Moody's rating scale or A-1+ on the S&P rating scale, the Sociedad Gestora will have a period of 30 days to find a substitute bank that has unsecured and non-subordinated short-term debt rated P-1 on Moody's rating scale and

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A-1+ on S&P's rating scale, or a first demand bank guarantee from an entity that has its short-term debt rated P-1 on Moody's rating scale and A-1+ on S&P's rating scale.

#### **3.4.4.2. Treasury Account**

The Fund will have available through the Financial Agent, in accordance with the provisions of the Financial Services Contract, a bank account on behalf of the Fund (hereafter referred to as "**Treasury Account**").

The Seller will transfer to the Treasury Account, for value on the second Business Day immediately prior to each Payment Date, the necessary amounts deposited in the Reinvestment Account and, where applicable, in the Surplus Account.

The Net Amount of the Interest Swap Agreement payable to the Fund will also be deposited in the Treasury Account.

Likewise, on the Disbursement Date the Seller will deposit the actual amount of the Initial Expenses Loan and, the second Business Day prior to the first Payment Date, the definitive amount of the Subordinated Loan.

All payments from the Fund will be transacted through the Treasury Account, in accordance with the Payment Priority Order or the Liquidation Payment Priority Order, described in sections 3.4.6.2. and 3.4.6.3. of the Additional Building Block, respectively, following instructions from the Sociedad Gestora.

The Treasury Account will not be allowed to have a negative balance to the detriment of the Fund. The balances in the Treasury Account will remain as available cash

The amounts deposited in the Treasury Account will not accrue interest in favour of the Fund.

In the event that the rating assigned by the Rating Agencies to the Financial Agent's short-term risk, such Financial Agent's current ratings being P-1 in the case of Moody's and A-1 in the case of S&P, is downgraded below P-1 in the case of Moody's, or below A-1 in the case of S&P, or either of the Rating Agencies withdraws such rating for any reason, within the 30 days following such downgrading the Sociedad Gestora, in order to maintain the ratings assigned to each Series by the Rating Agencies, and after notifying the latter, will put into practice, on behalf of the Fund, one of the options that are described below and are necessary, to permit an appropriate level of collateralisation to be maintained with respect to the commitments derived from the duties as depository of the Participations and Certificates, paying agent, and maintenance of the Treasury Account:

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- (a) Secure similar guarantees or commitments from one or several credit institutions with a Moody's rating of no less than P-1, and an S&P rating of no less than A-1, that guarantees the commitments accepted by the Financial Agent;
- b) Substitute the Financial Agent with an entity that has a Moody's rating of no less than P-1, and an S&P rating of no less than A-1. This new entity will perform the Financial Agent's duties in the same terms and conditions.

### **3.4.5 How payments are collected in respect of the assets**

#### **3.4.5.1. Frequency of payments**

As mentioned earlier, the payments made by the Mortgagors will be deposited in the Reinvestment Account on the 20th day of each month (the "**Collection Dates**"), or if this is not a Business Day, the immediately previous Business Day. The monthly nature of such deposits may be reduced if the ratings of the Seller, as the servicer of the Mortgage Loans:

Should the rating assigned by S&P to the Seller's short term risk be downgraded below A-2, or should S&P withdraw such rating, for any reason whatsoever, the Seller will start depositing amounts every day in the Reinvestment Account opened with the Seller (if the bank guarantee that is referred to in point (ii) of section 3.4.4.1 is still in force) or in the account opened in another bank that is referred to in point (i) of section 3.4.4.1 of this Additional Building Block.

Should the rating assigned by Moody's to the Seller's short term risk be downgraded below P-1, or should Moody's withdraw such rating, for any reason whatsoever, the Seller will start depositing amounts every week in the Reinvestment Account opened with the Seller (if the bank guarantee that is referred to in point (ii) of section 3.4.4.1 is still in force) or in the account opened in another bank that is referred to in point (i) of the previous paragraph. In any case, if both ratings are downgraded, the frequency with which amounts are paid the Fund will be the greater of those described above.

Additionally, "**Collection Period**" is defined as the period of time between two Collection Dates.

#### **3.4.5.2. Technical Advance**

Taking into account that a portion of the delays in the payment of an instalment by the Mortgagors may be of a temporary or technical nature, in order to prevent any such delays from negatively affecting the flow of payments to the Bondholders, and in addition taking into account the existence of a 20-day difference between the end of the Collection Period and the Fund Collection Date during which period of time the amounts are collected by the Seller, as servicer of the Mortgage Loans, which belong to the Fund, the

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Sociedad Gestora will on each Collection Date be entitled to draw, acting on behalf of and for the account of the Fund, a payment advance to be charged against said amounts, which will be deposited in the Reinvestment Account "**Technical Advance**").

The amount of each Technical Advance will be an amount not greater than the amount collected by the Seller and not transferred to the Fund, from the Mortgage Loans which it services, for any payments to which the Fund is entitled as holder of the Participations and the Certificates, until the Collection Date on which the Technical Advance is requested.

The Sociedad Gestora will calculate the Technical Advance as an amount equals to the sum of the amounts outstanding and not collected by the Seller, during the previous Collection Period, as principal and interest of the Participations and the Certificates in arrears by up to thirty (30) days at the end of the prior Collection Period to the Collection Date on which the Technical Advance is requested, with limitation indicated in the previous paragraph. The Technical Advance must not exceed the interest and principal of the last instalment of each Mortgage Loan.

On each Collection Date, the Technical Advance obtained on the previous Collection Date is considered deductible in the settlement of the Collection Period that is being settled, and another Technical Advance may be requested and charged to the next settlement.

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

#### **3.4.6.1. Source and application of funds on the Disbursement Date and until the first Payment Date, exclusive.**

The source and application of the amounts available to the Fund on the Bond Issue Disbursement Date will be as follows:

**1. Source:** the Fund will have funds available from the following sources:

- a) Funds received as a result of the issuance and placement in the market of the Bonds.
- b) Funds received from the Initial Expenses Loan.

**2. Application:** The Fund, in turn, will apply the abovementioned funds for the following items:

- a) Payment of the subscription price of the Participations and Certificates.

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- b) Payment of the Initial Expenses of the Fund as described in section 6 of the Securities Note.
- c) Allowance for the Reserve Fund.

**3.4.6.2. Source and application of funds beginning on the first Payment Date and until the last Payment Date or the liquidation of the Fund, exclusive.**

On each Payment Date the Sociedad Gestora will proceed in successive order to apply the Available Funds in the priority order for payments which is established below for each one of them (the "**Payment Priority Order**").

**3.4.6.2.1 Available Funds: Source**

The available resources that the Fund has on each Payment Date, which will be deposited in the Treasury Account for the distribution of the pertinent amounts to the Bondholders and for the payment of the pertinent fees (the "**Available Funds**"), will equal the sum of:

- a) Any amount that, as ordinary interest and repayment of principal, corresponds to the Mortgage Loans pooled in the Funds (pertaining to the three (3) Collection Periods immediately prior to this Payment Date).
- b) The Technical Advance requested from the Seller and not reimbursed.
- c) The amounts which at any given moment comprise the Reserve Fund;
- d) Interest on the balances of the Reinvestment Account and, where applicable, interest on the balances of the Surplus Account;
- e) Where applicable, the Net Amount received under the Interest Swap Agreement pursuant to the provisions of section 3.4.7.1. of the Additional Building Block or, in the case of a breach, of its settlement payment.
- f) Where applicable, any other amounts that the Fund may have received from the Mortgage Loans pooled in it (corresponding to the three (3) calendar months immediately preceding this Payment Date).

**3.4.6.2.2 Available Funds: Application**

In general, the Fund's Available Funds, as defined in section 3.4.6.2. of the Additional Building Block, will be applied on each Payment Date to the following uses, thus establishing the Payment Priority Order which is listed below (the "**Payment Priority Order**"):



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- (1) Fund Ordinary and Extraordinary Expenses (except those expressly listed under another item of the Payment Priority Order) and any taxes payable by the Fund.
- (2) Payment of the fee to the Sociedad Gestora, as described in section 3.7.2.3 of this Additional Building Block.
- (3) Payment, where applicable, of the Net Amount payable by the Fund under the Interest Swap Agreement referred to in section 3.4.7.1. of this Additional Building Block and, only in the case of termination of the aforementioned Contract due to a breach by the Fund, payment by the Fund of the amounts which relate to the liquidation payment.
- (4) Payment of the Interest on the Series A Bonds.
- (5) Payment of the Interest on the Series B Bonds.

The payment of the Interest of the Series B Bonds will be postponed and rank (8th) in this Payment Priority Order, when:

- (1) the Receivable Nominal Balance of the Defaulted Participations and Certificates represents a percentage of more than 6.3% of the initial balance of the Participations and Certificates; and
  - (2) the principal of the Series A Bonds has not been repaid in full.
- (6) Payment of the Interest on the Series C Bonds.

The payment of the Interest of the Series C Bonds will be postponed and rank (9th) in this Payment Priority Order, when:

- (1) the Receivable Nominal Balance of the Defaulted Participations and Certificates represents a percentage of more than 4.3 % of the initial balance of the Participations and Certificates; and
  - (2) the principal of the Series A and Series B Bonds has not been repaid in full.
- (7) Repayment of the principal of Series A, B, and C in accordance with the rules set forth in section 4.9. of the Securities Note.
  - (8) In the event of the situation described in number (5) above, payment of the Series B Bond Interest.
  - (9) In the event of the situation described in number (6) above, payment of the Series C Bond Interest.

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- (10) Withholding of the Amount sufficient to keep the Reserve Fund allocated at its original level.
- (11) Where applicable, payment of the amount payable by the Fund as the liquidation payment upon the termination of the Interest Swap Agreement due to a breach by the counterparty.
- (12) Payment of the Interest on the Series D Bonds.
- (13) Repayment of the principal of the Series D Bonds, up to its total nominal amount.
- (14) Payment of the interest accrued by the Initial Expenses Loan.
- (15) Payment of the interest accrued by the Subordinated Loan.
- (16) Repayment of the principal of the Initial Expenses Loan.
- (17) Repayment of the Principal of the Subordinated Loan.
- (18) Payment of the Financial Intermediation Margin.

In the event the Available Funds were insufficient to make any of the above payments, the following rules would apply:

- The Available Funds of the Fund will be applied to the different items mentioned in the previous section in the established priority order and pro rata to the required amount among those entitled to receive payment.
- The amounts that remain unpaid will rank, on the next Payment Date, in an order of priority that places them immediately before the actual position for the same payment in question.
- The amounts owed by the Fund that are not paid on their respective Payment Dates will not accrue additional interest.

### **3.4.6.3. Liquidation Payment Priority Order**

In the event of the liquidation of the Fund in accordance with the rules set forth in section 4.4.3. of the Registration Document, the Available Funds of the Fund, as defined in section 3.4.6.2. of this Additional Building Block, will be applied to the following items (the "**Liquidation Payment Priority Order**"):

- (1) Allocation of the Liquidation Expenses Reserve.

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- (2) Fund Ordinary and Extraordinary Expenses (except those expressly listed under another item of the Payment Priority Order) and any taxes payable by the Fund.
- (3) Payment of the fee to the Sociedad Gestora, as described in section 3.7.2.3 of this Additional Building Block.
- (4) Payment of the Net Amount payable by the Fund under the Interest Swap Agreement referred to in section 3.4.7.1. of this Additional Building Block and, only in the case of termination of the aforementioned Contract due to a breach by the Fund, payment by the Fund of the amounts which relate to the liquidation payment.
- (5) Payment of the Interest on the Series A Bonds.
- (6) Repayment of the principal of the Series A Bonds.
- (7) Payment of the Interest on the Series B Bonds.
- (8) Repayment of the principal of the Series B Bonds.
- (9) Payment of the Interest on the Series C Bonds.
- (10) Repayment of the principal of the Series C Bonds.
- (11) Where applicable, payment of the amount payable by the Fund as the liquidation payment upon the termination of the Interest Swap Agreement due to a breach by the counterparty.
- (12) Payment of the Interest on the Series D Bonds.
- (13) Repayment of the principal of the Series D Bonds.
- (14) Payment of the interest accrued by the Initial Expenses Loan.
- (15) Repayment of the principal of the Initial Expenses Loan.
- (16) Payment of the interest accrued by the Subordinated Loan.
- (17) Repayment of the Principal of the Subordinated Loan.
- (18) Payment of the Financial Intermediation Margin.

#### **3.4.6.4. Fund Expenses**

Pursuant to the provisions of the Payment Priority Order and the Liquidation Payment Priority Order, described in the previous paragraphs, the Sociedad Gestora will pay, and

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charge to the Fund, all of the Fund operating expenses, including both the periodic Ordinary Expenses and also the Extraordinary Expenses that accrue throughout its life.

**(i) Initial expenses.**

The estimate of the initial expenses incurred in the incorporation of the Fund and the issue of the Bonds is detailed in section 6 of the Securities Note. The initial expenses will be paid with the amount drawn down from the Initial Expenses Loan and without being subject to the Fund Payment Priority Order.

**(ii) Expenses throughout the life of the Fund.**

The Sociedad Gestora will pay, and charge to the Fund, all of the Fund operating expenses, including both the periodic Ordinary Expenses and also the Extraordinary Expenses that accrue throughout its life, and such expenses will be paid in their respective Payment Priority Order or Liquidation Payment Priority Order.

Merely by way of illustration, the Sociedad Gestora will pay the following expenses:

- The following are considered ordinary expenses ("Ordinary Expenses"): expenses that may arise from mandatory administrative verifications, registrations and authorisations; the fees payable to the Ratings Agencies for monitoring and maintaining the rating of the Bonds; expenses relating to the Bonds bookkeeping, involving their representation by the book-entry system, their admission to trading on the organised secondary markets and the maintenance of all of the above; the expenses incurred in servicing the Fund; the expenses incurred in the annual financial audit of the Fund; the expenses incurred in the redemption of the Bonds; the expenses incurred in the announcements and notifications relative to the Fund and/or the Bonds; the financial expenses of the Bond Issue and the fee of the Financial Agent.
- The following are considered extraordinary expenses ("Extraordinary Expenses"): Where applicable, any expenses arising from the preparation and formal execution of the amendment of the Articles of Incorporation and of the Contracts, as well as for the execution of additional contracts; the amount of any initial expenses incurred in the incorporation of the Fund and the issue of the Bonds that exceed the principal amount of the Initial Expenses Loan; extraordinary audit and legal advice expenses; any expenses incurred in the sale of the Participations and the Certificates and of the remaining assets of the Fund when it is liquidated; the expenses required for initiating the enforcement of the Mortgage Loans and those arising from the necessary recovery actions; the consideration payable to the servicer of the Mortgage Loans if the Seller is substituted as the servicer thereof; in general, any other extraordinary expenses incurred by the Fund or by the Sociedad Gestora, on behalf of and for the account of the same.

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- Any expenses that are incurred in liquidating the Fund will be considered liquidation expenses ("Liquidation Expenses").

#### **3.4.6.5. Financial Intermediation Margin**

The Seller will be entitled to receive from the Fund a variable and subordinated amount as remuneration for its involvement in the financial intermediation process carried out and that has permitted the financial transformation defining the Fund's activity, the latter's subscription of the Participations and the Certificates, and the rating assigned to each Series of Bonds.

Such remuneration will be settled every quarter on each Payment Date, for an amount equal to the positive difference between the Available Funds of the Fund and the application of items (1) to (17) of the Payment Priority Order (the "**Financial Intermediation Margin**").

This amount will not be deemed a fee or consideration owed on account of the delivery of a good or provision of a service to the Fund, but instead will be deemed as remuneration for the financial intermediation process carried out by IBERCAJA by issuing the Participations and the Certificates pooled in the Fund.

#### **3.4.7 Other arrangements upon which payments of interest and principal to investors are dependent.**

##### **3.4.7.1. Interest Swap Agreement**

The Sociedad Gestora will enter into, on behalf of and for account of the Fund, an Interest Swap Agreement with IBERCAJA, whose most relevant terms are described below:

**Party A:** The Sociedad Gestora, on behalf of and for the account of the Fund.

**Party B:** IBERCAJA

**Settlement Dates:** The settlement dates will match the Bond Payment Dates, in other words, 28 March, 28 June, 28 September and 28 December of each year or, if that day is not a Business Day, on the next Business Day. The first Payment Date of the Fund will be 28 September 2006.

**Settlement Periods:** the Settlement Periods are the days that actually pass between two consecutive Settlement Dates, including the first one but excluding the last one. Exceptionally, the duration of the first Settlement Period will be equivalent to the number of days actually elapsed between the Incorporation Date (inclusive) and 28 September 2006, (exclusive).

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**Interest Computable for the Purposes of the Settlement of the Swap:** is the sum of all the amounts of interest of the Participations and Certificates paid by the Mortgagors during the three Collection Periods immediately prior to the current Settlement Date, and that have actually been transferred to the Fund.

Such interest may correspond both to due dates falling in such Collection Periods and to the recovery of unpaid interest that matured beforehand.

For the first Settlement Date, the period that runs from the Date of Incorporation to the last day of the month prior to the first Settlement Date will be considered instead of the three Collection Periods.

**Amount Payable by Party A:** On each settlement date of the Interest Swap Agreement, Party A will pay an amount equal to the Interest Computable for the purposes of the Settlement of the Swap (the "**Amount Payable by Party A:**").

**Amount Payable by Party B:** On each settlement date of the Interest Swap Agreement, Party B will pay the Amount Payable by Party B, which will be equal to the result of recalculating the payments of interest on the Participations and on the Certificates corresponding to the Interest Computable for the Purposes of the Settlement of the Swap, by substituting the actual rate applied to each Participation or Certificate with the Party B Interest Rate (as defined below) plus the amount payable, on to the pertinent Payment Date, to the new Servicer as the servicing fee in the event that the Seller is substituted as the servicer of the Mortgage Loans pooled in the Fund.

The "**Party B Interest Rate**" will be equal to the sum of (i) the Bond Reference Interest Rate for the current Interest Accrual Period, and (ii) a margin that will be applied to the Reference Interest Rate for these purposes (the "**Spread**").

The Spread will be 0.65%.

**Net Amount and termination of the Interest Swap Agreement:** Any payments (or collections) that have to be made under the Interest Swap Agreement will be made on each Payment Date for their net value, that is to say, for the positive (or negative) difference between the Amount Payable by Party A and the Amount Payable by Party B (the "**Net Amount**"). The payments that Party A must make will be made in accordance with the Payment Order Priority set forth in section 3.4.6.2. of this Additional Building Block.

#### **Breaches of the Interest Swap Agreement.**

If the full amount payable to IBERCAJA is not paid on a Payment Date, the Interest Swap Agreement may be terminated at the request of IBERCAJA. In the event that a settlement amount is owed, the Fund will, if applicable, assume the obligation to pay the

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settlement amount specified under the terms of the Interest Swap Agreement, all in accordance with the Payment Priority Order.

If on a Payment Date IBERCAJA does not meet its payment obligations for all or part of the amount that is owed to the Fund, the Sociedad Gestora can choose to terminate the Interest Swap Agreement. In this case, (i) IBERCAJA will assume the obligation to pay the settlement amount specified under the terms of the Interest Swap Agreement and (ii), any amounts payable by the Fund to IBERCAJA, in accordance with the provisions of the Interest Swap Agreement, will be paid according to the Fund Payment Priority Order.

The settlement amount will be calculated by the Sociedad Gestora, in its capacity as the Interest Swap Agreement's calculation agent, using the market value of the Interest Swap Agreement.

Notwithstanding the foregoing, except in a permanent situation of alteration of the financial equilibrium of the Fund, the Sociedad Gestora, for and on behalf of the Fund, will endeavour to enter into a new Interest Swap Agreement.

### **Expiry of the Interest Swap Agreement**

The early termination of the Interest Swap Agreement will not in itself constitute a reason for the early expiry of the Fund, or its Early Liquidation, unless the termination occurs in conjunction with other events or circumstances related to the Fund's net worth, producing a substantial or permanent change in its financial equilibrium.

The Interest Swap Agreement will expire on the earlier of (i) the Legal Maturity Date of the Fund and (ii) the date on which one the grounds for the of extinction of the Fund occurs.

### **Rating change events**

Should the ratings of the unsecured and non-subordinated short-term debt of IBERCAJA be downgraded, at any moment throughout the lifetime of the Bond issue, below A-1 or P-1 according to the S&P and Moody's short-term risk ratings, or should the ratings of the unsecured and non-subordinated long-term debt of IBERCAJA be downgraded, at any moment throughout the lifetime of the Bond issue, below A2 according to Moody's long-term risk ratings, IBERCAJA, within a maximum of thirty (30) business days from the date on which any of such circumstances takes place, will:

- (i) obtain from an entity whose unsecured and non-subordinated short-term debt is rated at least A-1 and P-1 according to the S&P and Moody's short-term risk ratings and whose unsecured and non-subordinated long-term debt is rated at least A2 according to Moody's long-term risk ratings, a joint bank guarantee payable upon first demand to guarantee the

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obligations of IBERCAJA under this Contract; or else

- (ii) make a deposit consisting of cash or of securities pledged in favour of the Fund and to guarantee the obligations of IBERCAJA, for an amount, calculated in terms of the market value of each particular transaction, that permits the Ratings assigned to each Series of Bonds to be maintained, in accordance with the requirements established by the Rating Agencies for maintaining the Ratings; or else
- (iii) find a third party, whose unsecured and non-subordinated short-term debt is rated at least A-1 and P-1 according to the S&P and Moody's short-term risk ratings and whose unsecured and non-subordinated long-term debt is rated at least A2 according to Moody's long-term risk ratings, that is willing to take over the contractual obligations of IBERCAJA in the Interest Swap Agreement, either by its subrogation in the Contract, or by entering into a new contract with terms and conditions substantially identical to this Contract and to the transactions involved.

Should the rating of the unsecured and non-subordinated short-term debt of IBERCAJA be downgraded, at any moment throughout the lifetime of the Bond issue, below P-2 according to Moody's short-term risk ratings, or should the ratings of the unsecured and non-subordinated long-term debt of IBERCAJA be downgraded, at any moment throughout the lifetime of the Bond issue, below A3 according to Moody's long-term risk ratings, IBERCAJA must (A) choose either alternative (i) or (iii) within a maximum of thirty (30) business days of such circumstance occurring and (B) make the deposit established in option (ii) within a maximum of ten (10) business days of such circumstance occurring, such deposit being maintained until the date on which either alternative (i) or (iii) has been implemented.

Should the rating of the unsecured and non-subordinated long-term debt of IBERCAJA be downgraded, at any moment throughout the lifetime of the Bond issue, below BBB- according to the S&P rating scale, only alternatives (i) and (iii) above will be valid.

All costs, expenses and taxes incurred as a result of non-compliance of the above obligations will be borne by IBERCAJA.

#### **3.4.7.2. Fund Financial Services Contract**

The Sociedad Gestora, on behalf of and for the account of the Fund, will enter into a Financial Services Contract with ICO with a view to the financial servicing of the Bond issue, the main terms and conditions of which are set forth in section 5.2.1. of the Securities Note.



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### 3.5. Name, address and significant business activities of originators of the securitised assets

The originator of the Mortgage Loans that are sold to the Fund is Caja de Ahorros y Monte de Piedad de Zaragoza, Aragón y Rioja (IBERCAJA).

Caja de Ahorros y Monte de Piedad de Zaragoza, Aragón y Rioja (IBERCAJA) is a credit institution that is subject to supervision by the Bank of Spain.

Its registered office is number 2, Plaza Basilio Paraíso, (Zaragoza).

Its Tax Identification number (CIF) is G-50000652.

It is registered in the Mercantile Register of Zaragoza, in volume 1,194, folio 23, Sheet Z-4,862.

Included below are the audited consolidated financial statements (Balance Sheet, Income Statement) of IBERCAJA as of 31 December 2004 and 31 December 2005.

IBERCAJA consolidated figures as at 31 December 2005 and 2004

|   | 31/12/2005 | 31/12/2004 | % Chg   |
|---|------------|------------|---------|
| <b>BALANCE SHEET (millions of euros)</b>    |            |            |         |
| Total assets                                | 30,613     | 23,962     | 27.76%  |
| Total lending                               | 21,305     | 16,524     | 28.93%  |
| Customer funds                              | 33,697     | 26,576     | 26.79%  |
| Total lending + Funds Managed               | 55,002     | 43,100     | 27.61%  |
| Equity                                      | 1,956      | 1,788      | 9.40%   |
| Total equity                                | 2,130      | 1,900      | 12.11%  |
| <b>INCOME STATEMENT (millions of euros)</b> |            |            |         |
| Net interest income                         | 467        | 425        | 9.88%   |
| Basic Margin                                | 653        | 586        | 11.43%  |
| Ordinary Income                             | 733        | 592        | 23.82%  |
| Operating Income                            | 349        | 237        | 47.26%  |
| Pre-tax profit                              | 276        | 219        | 26.03%  |
| Earnings after Tax                          | 200        | 158        | 26.58%  |
| Net attributed profit                       | 200        | 157        | 27.39%  |
| <b>RATIOS</b>                               |            |            |         |
| NPL Ratio                                   | 0.54       | 0.74       | -27.03% |
| NPL Coverage Ratio                          | 317.41     | 247.88     | 28.05%  |
| Efficiency Ratio                            | 56.01      | 63.91      | -12.36% |
| Solvency Ratio                              | 12.96      | 13.16      | -1.52%  |
| <b>BRANCHES AND EMPLOYEES</b>               |            |            |         |
| Branches                                    | 1,008      | 965        | 4.46%   |
| Employees                                   | 4,279      | 4,141      | 3.33%   |

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**3.6. Return and/or repayment of the securities with others that are not assets of the Issuer**

Not applicable.

**3.7. Servicer, calculation agent or equivalent.**

IBERCAJA is acting as the Seller and Servicer of the Mortgage Loans, and a summary of its obligations and responsibilities in such capacity is given below.

The Sociedad Gestora will be responsible for making the calculations and for performing the actions set forth in the Articles of Incorporation and in this Prospectus and in the different Fund transaction contracts that are listed in this Prospectus.

**3.7.1 Servicing and custody of the Mortgage Loans and deposit of the Participations and the Certificates**

Pursuant to the provisions of article 61.3 of Royal Decree 685/1982, and of section 2.b) of Article 2 of Royal Decree 926/1998, the Seller will give an undertaking, in the Articles of Incorporation of the Fund, to safeguard and service the Mortgage Loans backing the Participations and Certificates that it has issued, and will take any action necessary to ensure the validity and success of such Mortgage Loans. In any case, the Sociedad Gestora, on behalf of the Fund, will be entitled to exercise every right conferred upon the owners of the mortgage participations under article 66 of Royal Decree 685/1982, in the event of a breach arising from non-payment by the Mortgagors.

The Seller will be responsible for paying all direct and indirect taxes, levies or expenses accrued or incurred by the Seller or that it is obliged to pay as a result of its servicing of the corresponding Mortgage Loans, notwithstanding the Seller's right to be reimbursed such taxes, levies and expenses by the Mortgagors borrowers or the Fund, as the case may be.

**General commitments of Seller as servicer of the Mortgage Loans**

In general, the Seller will give the Sociedad Gestora and the Fund an undertaking, with respect to the Mortgage Loans it services, that it will:

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- (i) Take any action necessary to ensure the validity and success of the Mortgage Loans, in or out of Court, in the conditions established in the following section.
- (ii) Take any action necessary to keep and enforce the collateral and obligations deriving from the Mortgage Loans.
- (iii) Take into account the interests of the Bondholders in its relationships with the Mortgagors and in exercising any discretionary right derived from the performance of the services set forth in the Articles of Incorporation and this Prospectus.
- (iv) Comply with all reasonable instructions of the Sociedad Gestora, given in accordance with the provisions of the Articles of Incorporation and this Prospectus.
- (v) Take any action necessary to request and keep in full force and effect any licenses, approvals, authorisations, and consents that may be necessary or appropriate relating to the provisions of the Articles of Incorporation and this Prospectus.
- (vi) Have sufficient personnel and equipment to comply with all its obligations.

The Seller, as the servicer of its Mortgage Loans, will not be held liable for the debts of the Sociedad Gestora or the Fund, relating to the Bonds, or the obligations of any Mortgagor. In any event, the Servicer waives its right to the privileges and powers conferred upon it by the Act in its capacity as collection manager of the Fund and servicer of the Mortgage Loans and in particular, all those provided for by articles 1730 and 1780 of the Civil Code and 276 of the Commercial Code.

Specifically, the Seller, in its capacity as the services of the Mortgage Loans, will not be liable for any loss, liability, claim or expense suffered or incurred by the Sociedad Gestora, or by the Fund, as a result of the provision of services by the Seller as established in the Articles of Incorporation and this Prospectus, except when said loss, liability, claim or expense or damages is suffered or incurred as a result of negligence or non-compliance by the Seller in respect of the Participations and Certificates that it services, or non-compliance by the Seller of its obligations by virtue of the Articles of Incorporation and this Prospectus. In these events the Seller is required to compensate the Fund or the Sociedad Gestora for the damages suffered (and justified by the Sociedad Gestora) as a consequence of said negligence or non-compliance.

At all events, the Fund, through the Sociedad Gestora, may take legal action against the Seller in the event of non-compliance of its obligations as defined in the contracts entered into with the Sociedad Gestora.

### **Mortgage Loan Servicing Services**

1. Custody and collection management

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The Seller will devote the same amount of time and attention to servicing the Mortgage Loans, and exercise the same degree of expertise, care and diligence in servicing them, that it would employ in servicing mortgage loans that had not been sold. In any event, it will exercise a reasonable degree of expertise, care and diligence when providing the services.

The Seller will remain subject to the criteria set forth in the "Internal Memo on Granting of Mortgage Loans" that is attached to the Articles of Incorporation, for the servicing of the Mortgage Loans, provided that such modifications do not impair the servicing of the Mortgage Loans, are reported to the Sociedad Gestora and are not, in any way, detrimental to the rating assigned to the Bonds by the Rating Agencies.

Specifically, the Seller will keep every notarial deed, document and file relating to the Mortgage Loans it services, and to any other right accessory to such Mortgage Loans, as well as any pertinent documents relating thereto, under safe custody, and will not relinquish the possession, custody or control of the Mortgage Loans without the prior written consent of the Sociedad Gestora, on behalf of the Fund, unless such relinquishment is (i) in favour of an appointed subcontractor or delegate, providing that this is permitted by current regulations; or (ii) to allow the Seller to bring proceedings for the foreclosure of a Mortgage Loans, as servicer of the Mortgage Loans;

The Seller, as servicer of the Mortgage Loans, will collect every amount due and payable under the Mortgage Loans or any right accessory to them and will make every efforts to ensure the collection of all payments to be made by the Mortgagors or by other persons, under the Mortgage Loans or any other right accessory to them, in accordance with the terms and conditions of such Mortgage Loans and on the corresponding dates.

Within the first five (5) Business Days of each month, the Seller will inform the Sociedad Gestora of the amount that, according to its records, is payable to the Fund with regard to the immediately previous Collection Period.

In the event of discrepancies between the Seller and the Sociedad Gestora regarding the amount corresponding to the Fund on each Collection Date, regarding both the collected amount as well as the Technical Advance, both parties will make every effort to settle such discrepancies. However, should no agreement be reached before the Collection Date, the Seller will provisionally deliver the Fund the amount established by the Sociedad Gestora and sufficiently justified to Seller, notwithstanding subsequent adjustments of such amount.

## 2. Actions against the Mortgagors

In the event of delay in the payments to which Mortgagors are bound, the Seller, as servicer of such Mortgage Loans, will take the actions described in the "Internal Memo on Granting of Mortgage Loans" that is attached to the Articles of Incorporation, adopting

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the measures that a reasonably prudent mortgagee conducting financing transactions in Spain would take, providing that the exercise of such discretionary rights does not affect the Fund's management, or the rating assigned to the Bonds.

The Seller, as the servicer of the Mortgage Loans sold to the Fund, by virtue of its trusteeship thereof or by virtue of the power of attorney referred to in the next paragraph, will take appropriate legal action against any Mortgagors who are in breach of their payment obligations with respect to the Mortgage Loans. Such legal action must be brought following the corresponding foreclosure proceedings, in accordance with the provisions of sections 517 et seq. of the Civil Procedure Act.

For the aforementioned purposes and also for the purposes of the provisions of sections 581.2 and 686.2 of the Civil Procedure Act, and in the event that it were necessary, in the Articles of Incorporation the Sociedad Gestora will grant a power of attorney as broad as required by Law to the Seller so that the latter, acting through any of its legal representatives with sufficient powers for such purposes, can, acting for and on behalf of the Sociedad Gestora as the legal representative of the Fund, demand, either in or out of Court, that the mortgagor of any of the Mortgage Loans pay its debt and take legal action against such Mortgagor, in addition to any other powers required for discharging its duties as the Servicer.

At all events, in the event that a mortgagor of the Mortgage Loans that secure the issue of the Participations and Certificates pooled in the Fund defaults, the Sociedad Gestora, on behalf of the Fund, in its capacity as holder, will exercise all the powers established in article 66 of Royal Decree 685/1982.

In the event of a joinder situation as provided under Article 66, section b), of Royal Decree 685/1982, the Seller in question will be entitled to award in payment and the auction proceeds will be distributed as stated in the aforementioned article.

In the event that any of the situations described in sections c) and d) of article 66 of Royal Decree 685/1982 occur and, as a consequence, the Sociedad Gestora, on behalf of the Fund, is subrogated to the Seller in the proceedings initiated by the Seller, or foreclosure proceedings are started, the Sociedad Gestora will sell the adjudicated properties in the shortest possible time at market conditions. The Seller will hold a right of first refusal for the acquisition of any real property mortgaged to secure the Mortgage Loans that it services, and allocated to the Fund, within the following ten (10) Business Days from the date in which such Seller is notified by the Sociedad Gestora, by satisfactory means, of the intention to transfer the real property. The right of first refusal will imply that the Seller can acquire the real property under the same terms and conditions as offered to the Sociedad Gestora.

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All the actions mentioned in this section regarding the Participations and Certificates will be performed in accordance with the terms established in Book III, Title IV of the Ley 1/2000 de Enjuiciamiento Civil and Royal Decree 685/1982.

### 3. Actions against the Seller

The Sociedad Gestora, on behalf of and for the account of the Fund, will be entitled to take enforcement proceedings against the Seller to collect any past due principal and interest of the Mortgage Loans, if the reason for the non-payment of such items is not the result of non-payment by the Mortgagors.

Furthermore, should the Seller be in breach of the obligations described in the previous section, the Fund, through the Sociedad Gestora, will be entitled to bring a declaratory action against the Seller for breaching its obligations in relation to the Mortgage Loans, proceeding pursuant to the provisions of the Ley de Enjuiciamiento Civil.

Upon termination of the Participations and the Certificates, the Fund, through its Sociedad Gestora, will remain be entitled to take action against the Seller until it complies with its obligations.

### 4. Subcontracting

The Seller will be entitled to subcontract with, or delegate on, third parties of recognised solvency and capacity vis-à-vis the performance of the duties set forth in section 3.7.1.1. of the Additional Building Block, relating to the Mortgage Loans it services, provided that (i) this is legally allowed, (ii) beforehand the CNMV has been notified and, where applicable, the corresponding authorisations have been obtained, (iii) the Sociedad Gestora gives its prior written consent, on behalf of the Fund, (iv) the subcontractor or delegate has been assigned a rating equal or higher to the rating required by the Rating Agencies and provided that (v) such subcontractor or delegate has waived any action claiming liability against the Fund, and to extinguish such subcontracts and/or delegations.

In any case, neither the Sociedad Gestora nor the Fund will be held liable in any other way than pursuant to the provisions contained herein, regarding costs and expenses payable or incurred on account of the subcontracted or delegated services or arising from the termination of any related Contract.

Notwithstanding any subcontract or delegation, the Seller will not be exonerated or released by such subcontract or delegation from any of the responsibilities accepted in the Articles of Incorporation and in the Prospectus.

### 5. Substitution of the Seller in its capacity as servicer of the Mortgage Loans

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Should the Sociedad Gestora find that the Seller is in breach of the obligations stipulated in this section as servicer of the respective Mortgage Loans, or find about any events that, in the opinion of the Sociedad Gestora, imply a detriment or serious risk for the financial structure of the Fund or the rights and interests of Bondholders, the Sociedad Gestora may, if permitted under the current legal framework, (i) substitute the Seller as servicer of the Participations and the Certificates or (ii) demand that the Seller subcontract or delegate the performance of such obligations to or on a person who, in the opinion of the Sociedad Gestora, is suitably qualified technically to perform such duties. The Sociedad Gestora will consider any proposals made by the Seller regarding the appointment of its substitute. The Seller will be bound to execute such subcontract or delegation.

Furthermore, if a corporate, legal or court decision is made or issued for the dissolution, winding-up or receivership of the Seller, or the latter files a petition to be declared bankrupt, or a Court allows a request filed by a third party, the Sociedad Gestora may substitute the Seller as servicer of the Mortgage Loans, providing that this is permitted by the applicable Law.

If permitted by the applicable Law, the new servicer of the Mortgage Loans will, where applicable, be appointed by the Sociedad Gestora, after consulting the competent administrative authorities, in order to avoid any detriment to the rating assigned to the Bonds by the Ratings Agencies, and both the latter and the CNMV will be notified of such appointment. The Sociedad Gestora may agree the amount to be paid with the new servicer, at the expense of the Fund, as it deems appropriate. Such amount, which will be paid by the counterparty of the Interest Swap Agreement in accordance with the provisions thereof, will be deemed an extraordinary expense and will be paid pursuant to the Payment Priority Order described in section 3.4.6.2. of the Additional Building Block.

If permitted by the applicable Law, any Seller may request to be substituted in servicing the Mortgage Loans; all expenses incurred in such substitution will be at the Seller's expense. The Sociedad Gestora will authorise such substitution, provided that the Seller has found an entity to substitute it in its servicing capacity, and such substitution is not detrimental to the rating assigned to the Bonds by the Rating Agencies, and both the latter and the CNMV will be notified of such appointment.

In the event of substitution, the Seller will supply the new servicer with the documents necessary to provides the services in question.

#### 6. Modifications to the Mortgage Loans

Pursuant to article 25 of Royal Decree 685/1982, without the consent of the Sociedad Gestora and with respect to the respective Mortgage Loans that it services, the Seller will not voluntarily cancel the mortgages underlying the Participations and/or the Certificates on any grounds other than the payment of the Mortgage Loans, waive or settle such mortgages, substitute the Mortgage Loans through novation, write them off in full or part

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or defer them nor, in general, take any step that diminishes the status, legal efficiency or economic value of the mortgage or the Mortgage Loans, with the exception of the authorised modifications mentioned in the next paragraphs.

The Seller, as servicer of its Mortgage Loans, will be authorised, from the Date of Incorporation and with respect to such Mortgage Loans, provided that the rating assigned to the Bonds issued by the Fund is not impaired in any way, the payments to be made to the Fund are not adversely affected, and it notifies the Sociedad Gestora which, in turn, will notify the Rating Agencies, to:

- i) Allow the subrogation of the Mortgage Loan contracts, solely in the event that the characteristics of the new Mortgagor are similar to the characteristics of the previous Mortgagor, and that such characteristics conform to the policy set forth in the Seller's "Internal Memo on Granting of Mortgage Loans".
- (ii) Agree with the Mortgagors to modify the interest rate and final maturity of the Mortgage Loans, in the manner established in points 7 and 8 below.

7. Interest rate modifications:

Pursuant both to the provisions of the Articles of Incorporation and this Prospectus, if the Seller agrees to modify the interest of any Mortgage Loan that it services and, consequently, to modify the corresponding Participation or Certificate, the Fund will still be entitled to all the ordinary interest accrued by the Mortgage Loan.

8. Modifications to the final maturity of the Mortgage Loans

Pursuant to the provisions of the Articles of Incorporation and this Prospectus, the Seller may modify the final maturity date of the Mortgage Loans, provided that the following conditions are met:

- (a) The frequency of the Mortgage Loan principal repayment instalments remains unchanged or is reduced, and the repayment system is maintained.
- (b) The new final maturity date of the loan does not fall after 31 October 2040.
- (c) During the last six (6) months prior to the time that the term is to be modified, all the instalments of the Mortgage Loan in question have been paid on time, and the Mortgage Loan payments are up-to-date.
- (d) A deed is granted to amend the Mortgage Loan, and the deed is filed at the Land Registry, maintaining the ranking of the mortgage as a first-class mortgage.



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- (e) Any expenses incurred in amending the Mortgage Loans are at the expense of the respective Seller or Mortgagor, without the Fund being held liable for such expenses under any circumstances.
- (f) The amount of the initial balance of the Participations and Certificates whose period of maturity is to be extended, does not exceed 5% of the initial balance of the Participations and Certificates pooled in the Fund.
- (g) Under no circumstances may the Seller, as servicer of the Mortgage Loans, decide to modify the period of maturity of a Mortgage Loan without a request from the Mortgagor. The servicer will always considers the Fund's interests in making any such modification.

The Sociedad Gestora, for and on behalf of the Fund, may cancel or suspend the Seller's permission to modify the period of maturity or the interest, at any time throughout the life of the Fund.

In the preceding cases, the modification of a Mortgage Loan will not result in a breach of the representations and warranties set forth in section 2.2.8. of this Additional Building Block.

In the event of renegotiation of the interest rate of any Mortgage Loan, or its final maturity, the Seller, acting as servicer of such Mortgage Loans, will immediately notify the Sociedad Gestora of the renegotiated terms and conditions.

### **3. Deposit of the Participations and the Certificates**

The Multiple Certificates representing the Participations and the Certificates and, where applicable, the individual certificates into which they have been divided, will remain on deposit with the Financial Agent, and the relations between the Fund and the Financial Agent will be regulated by the Financial Services Contract that the Financial Agent will enter into with the Sociedad Gestora, for and on behalf of the Fund. The certificates will be deposited will to the benefit of the Fund, such that the certificates representing the deposited Participations and the Certificates will be held in escrow by the Financial Agent, following instructions from of the Sociedad Gestora.

#### **3.7.2 Description of the duties and responsibilities undertaken by the Sociedad Gestora regarding the management and legal representation of the Fund and Bondholders.**

##### **1. Duties and responsibilities of the Sociedad Gestora**

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The Fund will be incorporated by "Titulización de Activos, SGFT, S.A." as the Sociedad Gestora authorised for such purposes and, consequently, to act as the manager and legal representative of the Fund, pursuant to the provisions of Royal Decree 926/1998

As the manager of third party funds, the Sociedad Gestora is also responsible for representing and safeguarding the interests of the Bondholders.

The Bondholders will have no recourse against the Sociedad Gestora, other than from non-performance of its duties or non-compliance with the provisions of this Prospectus, of the Articles of Incorporation and the applicable laws and regulations.

Merely by way of illustration, and notwithstanding other actions stipulated in the Articles of Incorporation and this Prospectus, the duties of the Sociedad Gestora will be as follows:

- (i) Check that the amount of the revenues actually received by the Fund matches the revenues that the Fund should have received, in accordance with the provisions of the different contracts from which such revenues derive. Should it be necessary, the Sociedad Gestora will take any action, either in court or out of court, necessary or appropriate to protect the rights of the Fund and Bondholders.
- (ii) Apply the Fund's revenues to the payment of the Fund's obligations, as provided in the Articles of Incorporation and this Prospectus.
- (iii) Extend the term or modify the contracts it has entered into on behalf of the Fund in order to allow the Fund to operate in the terms stipulated in the Articles of Incorporation, this Prospectus and the laws applicable from time to time.
- (iv) Replace each of the providers of services to the Fund, in the terms set forth in the Articles of Incorporation and in this Prospectus, provided that this is permitted under current law and, if and when necessary, the authorisation of the competent authorities is obtained, the Rating Agencies are notified and the interests of the Bondholders are not harmed. In particular, in the event that the Seller is in breach of its obligations as the servicer of the Mortgage Loans, the Sociedad Gestora will take any steps necessary to ensure the proper servicing of the Mortgage Loans.
- (v) Issue appropriate instructions to the Financial Agent regarding the Treasury Account and, where applicable, the Seller, regarding the Reinvestment Account.
- (vi) Issue appropriate instructions to the Financial Agent in relation to payments to be made to the Bondholders and, where applicable, to other entities in charge of making payments.

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- (vii) Calculate and make the Initial Expenses Loan and Subordinated Loan principal and interest payments.
- vii) Calculate and make the Fund's payments under the Interest Swap Agreement.
- (ix) Appoint and replace the auditor, where applicable, with the prior approval of the CNMV, where necessary.
- (xi) Produce and submit to the competent agencies any documents and information that must be submitted under current regulations, to the CNMV, and produce and disclose to the Bondholders any information that is legally required.
- (xii) Make appropriate decisions relating to the liquidation of the Fund, including the decision to proceed with the early liquidation of the Fund, pursuant to the provisions of the Articles of incorporation and this Prospectus.
- (xiii) Determine the rate of interest applicable to each Series of Bonds in each Interest Accrual Period.
- (xiv) The Sociedad Gestora will make available to the public any documents and information necessary in accordance with the Articles of Incorporation and this Prospectus.

## **2. Resignation and substitution of the Sociedad Gestora**

The resignation and substitution of the Sociedad Gestora will be governed by articles 18 and 19 of Royal Decree 926/1998 or the laws in force from time to time. Be that as it may, the Sociedad Gestora will be substituted in accordance with the procedure described below, provided that such procedure is not in conflict with the regulatory provisions established for such purposes:

1. The Sociedad Gestora may resign from such duties whenever it deems such resignation appropriate and voluntarily ask to be substituted by submitting a written request to the CNMV. The request must enclose a document from the new Sociedad Gestora, which must be properly authorised and registered in the Special Registers of the CNMV, in which the new Sociedad Gestora states that it is willing to accept such duties and seeks appropriate authorisation. The resignation of the Sociedad Gestora and the appointment of a new company as the Sociedad Gestora of the Fund must be approved by the CNMV. Under no circumstances will the Sociedad Gestora resign from its duties until all the requirements and formalities have been completed and its substitute can take over its duties with respect to the Fund. Furthermore, the Sociedad Gestora will not be entitled to resign from its duties if such substitution leads to the downgrading of the ratings assigned by the Rating Agencies to the Bonds issued by the Fund. Any

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expenses incurred in such substitution will be for the account of the Sociedad Gestora or, where applicable, of the new Sociedad Gestora.

2. The Sociedad Gestora will be substituted in the event of the occurrence, in the Sociedad Gestora, of any of the causes for dissolution set forth in article 260, number 1, of the Ley de Sociedades Anónimas (Spanish Corporations Act). The Sociedad Gestora will report the occurrence of any such cause to the CNMV and the Rating Agencies. In this event, the Sociedad Gestora will be bound to comply with the provisions of number 1 above, before its dissolution.
3. In the event that the Sociedad Gestora is declared bankrupt or its authorisation is withdrawn, it will proceed to appoint a substitute Sociedad Gestora. The substitution must take place within four (4) months of the date on which the event giving rise to such substitution occurs. Should the Sociedad Gestora fail to find another Sociedad Gestora willing to take over the administration and representation of the Fund or the CNMV consider that the proposal is not suitable and may result in the rating of the Bonds being downgraded, the Fund will be liquidated in advance and the Bonds redeemed, four (4) months after the event giving rise to the substitution has occurred.
4. The substitution of the Sociedad Gestora and the appointment of a new Sociedad Gestora, approved by the CNMV as stipulated supra, must be accepted by the Rating Agencies, and published in the AIAF Daily Bulletin. The Sociedad Gestora undertakes to grant any necessary private and public documents for its substitution by another Sociedad Gestora, pursuant to the provisions of the previous paragraphs. The substitute sociedad gestora must be subrogated to the rights and obligations of the Sociedad Gestora relating to this Prospectus and the Articles of Incorporation. Furthermore, the Sociedad Gestora will hand over to the new Sociedad Gestora any accounting or computer documents and records relating to the Fund in its possession.

### **3. Remuneration of the Sociedad Gestora for performing its duties.**

The Sociedad Gestora will receive a management fee for its management services on each Payment Date that will accrue quarterly, and which will be, except for the first Payment Date, a quarter of 0.019% of the Receivable Nominal Balance of the Participations and of the Certificates on the immediately previous Payment Date. Such fee will be construed as a gross fee, insofar as it includes any direct or indirect tax or withholding that may be levied on it. The fee on each Payment Date will not be less than one quarter of 30,000 euros. This amount will be updated at the beginning of each calendar year (starting in January 2007), in accordance with the General Consumer Price Index as published by Spain's National Statistical Institute ("Instituto Nacional de Estadística") or such body as may substitute it.

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The remuneration of the Sociedad Gestora will be calculated with the following formula, except for the first Payment Date:

$$R_t = \text{Max}[(0.019\% * N_j / 4); 30,000 * \prod_{n=1}^t (1 + Y_n)]$$

On the first Payment Date, the remuneration of the Sociedad Gestora will be calculated in terms of the number of days elapsed since the Disbursement Date. That is to say, it will be calculated with the following formula:

$$R_t = \text{Max}[(0.019\% * N_j * d_i / 365); 7,500 * \prod_{n=1}^t (1 + Y_n)]$$

where:

$R_T$  is the amount in euros of the Sociedad Gestora's fee.

$N_i$  is the Outstanding Nominal Balance of the Participations and of the Certificates at the start of the period (Disbursement Date, on the first Payment Date).

$d_i$  is the number of days from the Disbursement Date until the first Payment Date.

$Y_n$  is the CPI of year  $n$ .

$n$  es 1, 2, 3.....t lifetime of the Fund in years

### **3.8. Name, address and brief description of any swap, credit, liquidity or account transaction counterparty.**

La Caja de Ahorros y Monte de Piedad de Zaragoza, Aragón y Rioja (IBERCAJA) is the entity that acts as the counterparty in the Interest Swap Agreement, and as lender in the Subordinated Loan and the Initial Expenses Loan. It is also the entity where the Fund will have the Reinvestment Account referred to in section 3.4.4.1. of this Additional Building Block.

Caja de Ahorros y Monte de Piedad de Zaragoza, Aragón y Rioja (IBERCAJA) is a credit institution that is subject to supervision by the Bank of Spain, with registered office at number 2, Plaza Basilio Paraíso, (Zaragoza), registered in the Mercantile Register of

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Zaragoza, in Volume 1,194, Folio 23, Sheet Z-4,862 and with Tax Identification number (CIF) G-50000652.

The Instituto de Crédito Oficial is (i) the Financial Agent of the Fund, (ii) the depository of the Multiple Certificates, and (iii) the bank where the Fund will hold the Treasury Account that is referred to in section 3.4.4.2. of this Additional Building Block.

The Instituto de Crédito Oficial is a State-owned enterprise of the kind described under section 43.1.b) of Act 6/1997, of 14 April, on the Organisation and Operation of the General Government Administration, which reports to the Ministry of the Economy and the Treasury through the Secretary of State for the Economy, which has the legal form of a financial institution, and the consideration of a Government Financial Agent, having its own legal personality, assets and funds, and independent authority to act with a view to achieving its ends. Its registered office is located at number 4, Paseo del Prado, in Madrid.

#### **4. POST-ISSUE REPORTING**

##### **4.1. Indication of whether or not it intends to provide post-issuance transaction information regarding securities to be admitted to trading and the performance of the underlying collateral. Where the issuer has indicated that it intends to report such information, specification of what information will be reported, where such information can be obtained and the frequency with which such information will be reported.**

The information proposed to be provided after issuance is described below.

##### **4.1.1 Issue, verification and approval of annual accounts and other accounting documentation of the Fund**

Within the four (4) months following the end of the accounting period, together with the audited annual financial statements of the Fund, the Sociedad Gestora will issue a report including:

- i An inventory of the portfolio of Participations and Certificates pooled in the Fund and, additionally,
- II. A management report containing:
  - a) The Outstanding Nominal Balance and Receivable Nominal Balance of the Participations and the Certificates.
  - b) The percentage of the Participations and Certificates that has been redeemed early.

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- c) Changes occurring in the early redemption rate (ERR).
- d) The amount of the Participations and the Certificates that have been declared in default (those whose Mortgage Loans are 18 months or more in arrears) and the percentage that they represent with respect to the total.
- e) The average life of the Participations and Certificates portfolio.
- f) The mean rate of the Participations and Certificates portfolio.
- g) The Bond Outstanding Nominal Balance and Receivable Nominal Balance.
- h) The percentage of Bonds outstanding.
- i) Where applicable, amounts of accrued and unpaid interest on the Bonds.
- j) The balance of the Treasury Account and the balance of the Reinvestment Account.
- k) The outstanding balance of the Initial Expenses Loan, and Subordinated Loan.
- l) A detailed analysis of the results of the Fund and the factors that have affected these.
- m) The amount of and variations in expenses and management fees in the accounting period.

#### **4.1.2 Obligations and periods envisaged for making periodic information on the financial and economic situation of the Fund available to the public and the CNMV**

Every three months, within seven (7) Business Days after each Payment Date, the Sociedad Gestora will send the CNMV and AIAF a report that will contain:

**(i) With regard to each Series of Bonds and relative to each Payment Date:**

- 1. Amount of the original nominal balance
- 2. Amount of the matured nominal balance
- 3. Amount of the Nominal Balance Pending Maturity
- 4. Amount of the Receivable Nominal Balance

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5. Amount of the nominal balance matured and actually paid to the Bondholders
6. Total interest accrued on the Bonds since the previous Payment Date
7. Interest accrued since the Disbursement Date that should have been but was not paid on previous Payment Dates (will not accrue additional interest).

**(ii) With regard to the Participations and Certificates and relative to each Payment Date:**

1. Outstanding Nominal Balance and Receivable Nominal Balance of the Participations and the Certificates.
2. Amount of the Participations and the Certificates that has been redeemed normally and early.
3. Early Redemption rates.
4. Outstanding Nominal Balance of the Participations and the Certificates that have been declared in default (those whose Mortgage Loans are 18 months or more in arrears), and percentages of arrears that they represent with respect to the total Participations and Certificates.
5. The Mortgage Loans that have been renegotiated, indicating the new final maturity and/or the new interest rate.

**(iii) With regard to the financial and economic situation of the Fund and relative to each Payment Date:**

1. Balance of the Treasury Account and the Reinvestment Account and the interest generated by them.
2. Expenses and amount of the Reserve Fund.

**4.1.3 Other ordinary and extraordinary disclosure obligations and material disclosure requirements**

**4.1.3.1. Ordinary periodic notification**

Each quarter, on each Fixing Date, it will proceed to notify the Bondholders of the Nominal Interest Rate applicable to each Series of Bonds for the next Interest Accrual Period.



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Each quarter, on each Notification Date, it will notify the Bondholders of the following information:

- The interest and reimbursement of principal of the Bonds of each Series to be paid to the Bondholders.
- Furthermore, if applicable the interest and redemption amounts accrued on these and unpaid, due to insufficiency of Available Funds in accordance with the Fund Payment Priority Order rules.
- The Receivable Nominal Balances of the Bonds of each Series, after the redemption due on each Payment Date and the percentages that such balances represent with respect to the initial face value of each Bond.

The above notifications will be made as established in section 4.1.3.3 infra and also provided to the Paying Agent, the AIAF and IBERCLEAR on each Notification Date.

#### **4.1.3.2. Extraordinary notification**

The following will be subject to extraordinary notification:

1. Any amendment to the Articles of Incorporation, as well as the definitive margins applicable for determining fixing the Nominal Interest Rate of each Series and the Nominal Interest Rate determined for each Series of Bonds for the first Interest Accrual Period.
2. Any significant event that may occur in relation to the Mortgage Loans, the Bonds, the Fund and the Sociedad Gestora itself that could significantly influence the trading of the Bonds and, generally, any significant modification of the assets or liabilities of the Fund and in the event of termination of the incorporation of the Fund or a possible decision for Early Liquidation of the Fund and Early Redemption of the Issue of Bonds for any of the reasons envisaged in the present Prospectus. In this case, the affidavit regarding the extinction of the Fund and liquidation procedure followed as referred to in section 4.4 of the Registration Document will be sent to the CNMV and the Rating Agencies.

#### **4.1.3.3. Bondholder notification procedure**

The notifications that the Sociedad Gestora has to make to the Bondholders in accordance with the above regarding the Fund will be made as follows:

##### **(i) Ordinary notification.**

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Ordinary notification will be made through publication either in the daily official AIAF bulletin or any other substituting it or with similar characteristics or through publication in a widely circulated newspaper in Spain of a general or economic and financial nature. In addition the Sociedad Gestora or Financial Agent can distribute this or other information in the interests of the Bondholders through financial market distribution channels and systems such as Reuters, Bridge Telerate, Bloomberg or any other with similar characteristics.

#### **(ii) Extraordinary notifications**

Extraordinary notification will be made through publication of an announcement either in the AIAF Fixed Income Market daily bulletin, or in such other as may replace it or with similar characteristics, or through publication of announcement in a widely circulated newspaper in Spain of either a general or business and financial nature, such notification being deemed effective on the date of the abovementioned publication of announcement, which may fall on any day of the year, whether a Business or Non-Business Day (as stipulated in this Prospectus).

As an exception, the liquidation of the Fund may be carried out by means of publication in a widely circulated newspaper in Spain of either a general or economic and financial nature, with such notification being considered as effective on the date of the abovementioned publication, which may fall on any day of the year, whether a Business or Non-Business Day (according to this Prospectus).

#### **(iii) Notifications and other information**

Furthermore, the Sociedad Gestora may make notifications and other information of interest available to the Bondholders through its own internet pages or other means of remote transmission with similar characteristics.

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This Prospectus has been endorsed on each and every page and signed in Madrid, on 9 May 2006.

Signed on behalf of the Fund:

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Mr. Ramón Pérez Hernández  
**General Director**  
TITULIZACIÓN DE ACTIVOS, S.G.F.T., S.A.

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## **GLOSSARY OF TERMS**

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### **TERMS**

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**“Servicer”** means the entity entrusted with servicing the Mortgage Loans sold to the Fund through the issue of the Participations and the Certificates. IBERCAJA will act as Servicer of the Mortgage Loans, without prejudice to the possibility of it being substituted in accordance with the provisions of paragraph 3.7.1. of the present Additional Building Block.

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

**“Financial Agent”** means the Instituto de Crédito Oficial.

**“AIAF”** means the Asociación de Intermediarios de Activos Financieros - Association of Securities Dealers) (AIAF Mercado de Renta Fija).

**“Technical Advance”** means the quantity that the Sociedad Gestora determines, in accordance with the provisions of section 3.4.5.2 of the Additional Building Block, that must be delivered by the Seller, with respect to the Participations and Certificates that it manages, on a specific Collection Date.

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

**“Series A Bonds”** means nine thousand six hundred (9,600) A Bonds, for a total nominal amount of nine hundred and sixty million (960,000,000) euros, represented by nine thousand six hundred (9,600) securities, each with a face value of one hundred thousand (100,000) euros.

**“Series B Bonds”** means three hundred and twenty-five (325) Series B Bonds, for a total nominal amount of thirty-two million five hundred thousand (32,500,000) euros, represented by three hundred and twenty-five (325) securities, each with a face value of one hundred thousand (100,000) euros.

**“Series C Bonds”** means seventy-five (75) C Bonds, for a total nominal amount of seven million hundred thousand (7,500,000) euros, represented by seventy-five (75) securities, each with a face value of one hundred thousand (100,000) euros.

**“Series D Bonds”** means seventy (70) D Bonds, for a total nominal amount of seven million (7,000,000) euros, represented by seventy (70) securities, each with a face value of one hundred thousand (100,000) euros.

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**"Amount Payable by Party A"** means an amount equal to the Interest Computable for the purposes of the Settlement of the Swap.

**"Amount Payable by Party B"** means the amount equal to the result of recalculating the payments of interest on the Participations and on the Certificates corresponding to the Interest Computable for the purposes of the Settlement of the Swap, by substituting the actual rate applied to each Participation or Certificate with the Party B Interest Rate, plus the amount payable, on to the pertinent Payment Date, to the new Servicer as the servicing fee in the event that the Seller is substituted as the servicer of the Mortgage Loans pooled in the Fund.

**"Net Amount"** means the positive (or negative) difference between the Amount Payable by Party A and the Amount Payable by Party B.

**"Seller"** means IBERCAJA.

**"Certificates"** means the mortgage transfer certificates issued by the Seller on the Date of Incorporation and pooled, from time to time, in the Fund.

**"CNMV"** means the Spanish Securities and Exchange Commission.

**"Guaranteed Interest Rate Deposit Contract"** means the Guaranteed Interest Rate Deposit (Reinvestment Account) Contract entered into by the Sociedad Gestora, for and on behalf of the Fund, and IBERCAJA, and described in section 3.4.4.1. of the Additional Building Block.

**"Bond Issue Management, Underwriting and Placement Contract"** means the contract signed by the Sociedad Gestora and the Underwriting and Placement Agents, in which the latter entities undertake to subscribe or to obtain, at their own responsibility, subscribers for the Bonds.

**"Interest Swap Agreement"** means the interest swap agreement entered into by the Sociedad Gestora, for and on behalf of the Fund, and IBERCAJA, and described in section 3.4.7.1. of the Additional Building Block.

**"Financial Services Contract"** will mean the contract signed by the Sociedad Gestora, on behalf of the Fund, and the Financial Agent, that regulates the deposit of the Participations and the Certificates, the Treasury Account and the Fund's paying agency.

**"Surplus Account"** means the account opened for depositing the amount by which the balance of the Reinvestment Account exceeds 20% of the Receivable Nominal Balance of the Bonds.

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**“Reinvestment Account”** means the account opened in the name of the Fund, through which all the payments that the Fund should receive from the Seller will be made on each Collection Date.

**“Treasury Account”** means the financial account in euros opened with the Payment Agent in the name of the Fund, in accordance with the provisions of the Financial Service Contract, through which all of the payments of the Fund will be made.

**“Mortgagors”** means the mortgagors of the Mortgage Loans transferred to the Fund by means of the issue of the Participations and the Certificates.

**“Business Day”** means any day that is not a Saturday, Sunday, public holiday in Inner Madrid or a non-business day on the TARGET (Trans European Automated Real-Time Gross Settlement Express Transfer System) calendar.

**“Spread”** means a margin that will be applied to the Reference Interest Rate for the purposes of calculating the Party B Interest Rate, which will be equal to 0.65%.

**“Registration Document”** means the document issued in accordance with Annex VII of Regulation 809/2004.

**“Underwriting and Placement Agents”**, means, jointly, the entities CALYON Sucursal en España, IBERCAJA, BANCAJA, Dexia Bank, EBN Banco de Negocios S.A. and J.P. Morgan Securities Ltd.

**“Lead Managers”** means the entities CALYON Sucursal en España and J.P. Morgan Securities Ltd.

**“Articles of Incorporation”** means the Articles of Incorporation of the Fund, of issue and subscription of the Participations and the Certificates, and of the issue of the Bonds.

**“Risk Factors”** means a description of the main risk factors with respect to the issue, to the securities and to the assets backing the issue

**“Date of Incorporation”** means 12 May 2006, the date on which the Fund is incorporated.

**“Disbursement Date”** means 18 May 2006, that is to say, three (3) Business Days after the Date of Incorporation, and the date on which the Bonds will be disbursed and the price of the Participations and the Certificates will be paid to the Seller.

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**“Fixing Date”** means the second (2nd) Business Day prior to each Payment Date (or to the Disbursement Date in the case of the first Interest Accrual Period), during which the Reference Interest Rate that will apply for the next Interest Accrual Period will be fixed. For the first Interest Accrual Period, the Reference Rate will be fixed on the second (2nd) Business Day prior to the Disbursement Date (that is to say, 16 May 2006).

**“Settlement Date”** means the settlement dates of the Interest Swap Agreement, which will match the Fund Payment Dates.

**“Notification Date”**, will mean the date on which the amounts to be paid as the principal and interest are notified to the Bondholders, that is, the second (2nd) Business Day before each Payment Date.

**“Payment Date”** means the days 28 March, 28 June, 28 September and 28 December of each year or, if that day is not a Business Day, on the next Business Day. The first Payment Date will be 28 September 2006.

**“Legal Maturity Date”**, means the date of the final redemption of the Bonds, that is to say, 28 December 2043 or, if it is not a Business Day, the next Business Day.

**“Collection Dates”** means the dates on which the Seller will transfer to the Fund, in other words, the 20th day of each month. This frequency may be reduced if the ratings assigned by the Rating Agencies to the Seller, in its capacity as the Servicer of the Mortgage Loans, are downgraded.

**“Prospectus”** means the prospectus filed with the CNMV on 11 May 2006

**“Fund”** means TDA IBERCAJA 3, FONDO DE TITULIZACIÓN DE ACTIVOS.

**“Reserve Fund”**, will mean the reserve fund allocated on the Disbursement Date from the Series D Bonds, in accordance with the provisions of section 3.4.2.1. of the Additional Building Block.

**“IBERCAJA”** means Caja de Ahorros y Monte de Piedad de Zaragoza, Aragón y Rioja.

**“IBERCLEAR”**, means the entity Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.

**“ICO”** means the Instituto de Crédito Oficial.

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**“Interest Computable for the Purposes of the Settlement of the Swap”** means the sum of all the amounts of interest of the Participations and Certificates paid by the Mortgagors during the three Collection Periods immediately prior to the current Settlement Date, and that have actually been transferred to the Fund.

**“Ley 19/1992”** means Act 19/1992 of 7 July regulating Sociedades y Fondos de Inversión Inmobiliaria and Fondos de Titulización Hipotecaria (Real Estate Investment Funds and Companies and Mortgage Backed Securitisation Funds).

**“Ley 2/1994”**, means Act 2/1994, of 30 March, on the subrogation and amendment of mortgages loans, in its current wording..

**“Ley 24/1988”** means Securities Market Act 24/1988, of 28 July, in its current wording.

**“Ley 3/1994”**, means Act 3/1994, of 14 April, adapting Spanish legislation regarding credit institutions to the Second Banking Coordination Directive and introducing other modifications to the financial system.

**“Ley 44/2002”** means the Financial System Reform Measures Act 22/2002, of 22 November.

**“Ley Concursal”** means the Spanish Insolvency Act 22/2003 of 9 July

**“Ley del IVA”** means the Value Added Tax Act 28/1992 of 28 December

**“Ley del Mercado Hipotecario”** means the Mortgage Market Act 25/1981, of 25 March.

**“Financial Intermediation Margin”** means the amount equal to the positive difference between the Available Funds of the Fund and the amount applied to the other items included in the Payment Priority Order.

**“Additional Building Block”** means the document issued in accordance with Annex VIII to Regulation 809/2004.

**“Moody’s”** means Moody's Investors Service España, S.A.

**“Securities Note”** means the document issued in accordance with Annex XIII to Regulation 809/2004.

**“Payment Priority Order”** means the order of priority for the application of the Fund's payment or retention obligations for the application of the Available Funds, on each Payment Date.



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**“Liquidation Payment Priority Order”** means the order of priority for the application of the Fund's payment or retention obligations for the application of the Available Funds, in the event of the liquidation of the Fund.

**“Participations”** means the mortgage participations issued by the Seller on the Date of Incorporation and pooled in the Fund from time to time.

**“Defaulted Participations and Certificates”** means the Participations and the Certificates whose underlying loans are 18 months or more in arrears or that have been declared in default by the Seller.

**“Non-Defaulted Participations and Certificates”** means the Participations and Certificates that on a given date are not considered Defaulted Mortgage Loans.

**“Collection Period”** means the period of time between two Collection Dates.

**“Interest Accrual Period”** means the business days elapsed between each two consecutive Payment Dates, including the first Payment Date, and excluding the last Payment Date. The first Interest Accrual Period will start on the Disbursement Date, inclusive, and will end on the first Payment Date, exclusive.

**“Settlement Periods”** means the number of days that actually pass between two consecutive Settlement Dates, including the first one but excluding the last one. Exceptionally, the duration of the first settlement period will be equivalent to the number of days actually elapsed between the Incorporation Date (inclusive) and 28 September 2006, (exclusive).

**“Bond Subscription Period”** means the period for subscribing the Bonds, which will start on 16 May 2006 at 12.00 noon (CET) and will end that same day at 2.00 p.m. (CET).

**“Mortgage Loans”** means the Mortgage Loans transferred by IBERCAJA to the Fund by means of the Issue of the Participations and the Certificates.

**“Delinquent Mortgage Loans”** means the Mortgage Loans that, on a given date, are more than three (3) months in arrears in the payment of past due debits, excluding those underlying Defaulted Participations or Certificates.

**“Initial Expenses Loan”** means the loan granted by IBERCAJA to the Fund to allow the latter to pay the initial expenses of issuing the Bonds.

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**"Subordinated Loan"** means the loan granted by IBERCAJA to the Fund to cover the shortfall on the first Fund Payment Date between the interest accrued until said Payment Date and the interest collected from the Participations and Certificates.

**"Pricewaterhouse Coopers"** means Pricewaterhouse Coopers Auditores, S.L.

**"Royal Decree 116/1992"**, means Royal Decree 116/1992, of 14 February, regarding the representation of shares by means of book entries and stock market clearing and settlements.

**"Royal Decree 685/1982"** means Royal Decree 685/1982, of 17 March, developing the Mortgage Market Act.

**"Royal Decree 926/1998"**, means Royal Decree 926/1998, of 14 May, regulating asset securitisation funds and securitisation fund managers.

**"Royal Decree Law 5/2005"**, means Royal Decree Law 5/2005, of 11 March, on urgent measures for boosting productivity and improving public contracting levels.

**"Royal Decree 1310/2005"** means Royal Decree 1310/2005, of 4 November, that partially developed Ley 24/1988, regarding the admission to trading of securities on organised secondary markets, on public offerings and the prospectus required for such purposes.

**"Available Funds"** means the amount deposited in the Treasury Account on each Payment Date, which will be the sum of (i) the revenues obtained from the Participations and the Certificates as principal and current interest, relative to the immediately previous three Calculation Periods, (ii) the amount of the Technical Advance requested from Seller and not repaid, (iii) interest on the balances of the Reinvestment Account and, where applicable, interest on the balances of the Surplus Account, (iv) the Reserve Fund, (v) where applicable, other revenue from the Mortgagors other than principal and current interest on the Mortgage Loans, relative to the immediately previous three Calculation Periods, (vi) the Net Amount perceived under the Interest Swap Agreement or, in the event of a breach thereof, its liquidation payment, and (vii) on the first Payment Date, the amount of the Subordinated Loan.

**"Extinction Expenses Reserve"**, means the reserve that the Sociedad Gestora must allocate to meet the expenses incurred in liquidating the Fund.

**"Corporate Income Tax Regulation"**, means the Corporate Income Tax Regulation approved by Royal Decree 1777/2004, of 30 July.

**"Regulation 809/2004"**, means Regulation (EC) N° 809/2004 of 29 April 2004.

*The "Folleto Informativo" drafted in the Spanish language is the only official document, and no document other than the "Folleto Informativo" shall have any legal effect or be relied upon with regard to the Bond Issue.*

*This prospectus is a translation into English of the original "Folleto Informativo" drafted in Spanish language and registered with the "Comisión Nacional del Mercado de Valores" (the Spanish Securities Market Commission, "CNMV") on May 11, 2006*

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## TERMS

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**“Receivable Nominal Balance of the Bonds”**, means the sum of the outstanding principal plus the principal past due and unpaid on one date of all the Bonds that form each Series.

**“Receivable Nominal Balance of the Participations and the Certificates”**, means the sum of the outstanding principal plus the principal past due and unpaid on one date of all the Participations and Certificates.

**“Outstanding Nominal Balance of the Bonds”**, means the outstanding amount of principal of the Bonds of each Series.

**“Outstanding Nominal Balance of the Participations and the Certificates”**, means the outstanding amount of principal of the Participations and the Certificates.

**“Sociedad Gestora”**, means TITULIZACIÓN DE ACTIVOS, S.G.F.T., S.A.

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

**“APR”**, means constant effective annual prepayment rate.

**“Nominal Interest Rate”** means the nominal, floating, quarterly interest rate, paid quarterly, applicable to each Series and determined for each Interest Accrual Period which is the result of adding (i) the Reference Interest Rate and (ii) a margin for each Series as detailed in section 4.8 of the Securities Note.

**“Party B Interest Rate”**, means the sum of (i) the Bond Reference Interest Rate for the current Interest Accrual Period, and (ii) the Spread.

**“Reference Interest Rate”**, means the Reference Interest Rate of the Bonds, as established in the section 4.8. of the Securities Note.

**“Multiple Certificates”**, means the Multiple Certificates that represent the Participations and the Certificates.