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This prospectus is a translation into English of the original "Folleto" drafted in Spanish language and registered with the "Comisión Nacional del Mercado de Valores" (the Spanish Securities Market Commission, "CNMV") on June 19, 2008.

## TDA IBERCAJA 6, Fondo de Titulización de Activos

### SECURITIZATION BONDS

**EUR 1,521,000,000**

		<i>Moody's</i>
Series A	EUR 1,440,000,000	Aaa
Series B	EUR 30,000,000	A1
Series C	EUR 15,000,000	Baa2
Series D	EUR 15,000,000	Ba3
Series E	EUR 21,000,000	C

*Backed by Mortgage Transfer Certificates issued by*



*Financial Agent*



*Lead Manager*



*Subscription Agent*



*Design and structure*



*Securitization Fund promoted and serviced by*

**Titulización de Activos, S.G.F.T., S.A.**



**TdA**  
Titulización  
de Activos

**Prospectus approved and filed with the CNMV on 19 June 2008**

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This document constitutes a base prospectus (the "**Prospectus**") filed with the CNMV (Comisión Nacional del Mercado de Valores - Spanish Securities Exchange Commission) on 19 June 2008, 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 (the "**Risk Factors**") associated with the issuer, with the securities and with the assets backing the issue;
- b) a Registration Document (the "**Registration Document**") issued in accordance with Annex VII of Regulation 809/2004;
- c) a securities note (the "**Securities Note**") issued in accordance with Annex XIII of Regulation 809/2004;
- d) an Additional Building Block (the "**Additional Building Block**") to the Securities Note, issued in accordance with Annex VIII of Regulation 809/2004; 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 will constitute a separate fund without legal status that, pursuant to Royal Decree 926/1998, of 14 May, regulating asset securitization funds and securitization fund managers, (hereinafter, "Royal Decree 926/1998") will be serviced by a securitization fund 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 bankrupt or its authorization to operate as a sociedad gestora has been cancelled, without prejudice to the effects of such bankruptcy as described below, it will find another sociedad gestora to substitute it. Whenever in the circumstances envisaged, four (4) 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 Deed of Incorporation and this Prospectus.

#### **1.3 Bankruptcy of the Sociedad Gestora, the Seller and other entities**

The bankruptcy of any of the parties involved (whether it be the Seller, 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 (Bankruptcy Act) (the "Ley Concursal").

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

Notwithstanding the foregoing, in the event of the bankruptcy 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 securitization operation in question, and except in the event of a breach by the parties, no cash

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amounts will become part of the assets of the Sociedad Gestora because the amounts that constitute the revenues of the Fund must be deposited, in the terms set forth in the Deed of Incorporation and in the Prospectus, in the accounts opened on behalf of the Fund (Reinvestment Account and Treasury 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 bankruptcy of the Seller, the issue and sale of the Mortgage Transfer Certificates may be returned only if an action for such return is pursued in which the receivers in bankruptcy demonstrate that fraud has existed in that issue and sale, in accordance with the provisions of the paragraph 4 of the Fifth Additional Provision of Ley 3/1994.

In the event that the Seller is declared bankrupt under the Ley Concursal, the Fund, acting through the Sociedad Gestora, will be entitled to separation with respect to the Multiple Certificate 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 the Seller the amounts derived from the Mortgage Transfer 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 Seller, 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 the Seller, in both cases as at the date the bankruptcy 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. of the Additional Building Block.

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

The Bondholders and remaining ordinary 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 the Deed of Incorporation and this Prospectus.

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

The Sociedad Gestora, acting for and on behalf of the Fund, will enter into contracts with third parties for the provision of services regarding the Bonds and will enter into contracts in order to consolidate the financial structure of the Fund. These include the servicing of the Mortgage Transfer Certificates, the Subordinated Loan Contract, the Interest Swap Agreement, the Financial Services Contract, the Guaranteed Interest Rate Deposit Contract (Reinvestment Account) and the Bond Issue Management and Subscription 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 Price**

The Seller has given an irrevocable undertaking to subscribe the entire Bond issue. The Seller declares that when the Bonds have been subscribed, its intention is to use them as assets as collateral for eurosystem credit operations, without that implying any limitation for any other use thereof or their possible disposal. The entire issue will be subscribed by the Seller and, accordingly, the price will not be subject to contrast by any market transaction. Therefore the economic terms and conditions of the Bonds cannot be said to correspond to those that exist on the secondary market on the Date of Incorporation of the Fund. This consideration regarding the valuation of the Bonds is given for the purposes of informing third parties, in particular investors or holders of the Bonds as collateral, as is the case of the European Central Bank in eurosystem credit transactions.

### **2.2 Liquidity**

As indicated in section 2.1. below, the Seller has given an irrevocable undertaking to subscribe the entire Bond issue, without that implying any limitation for their possible disposal. Therefore, until the Bonds are disposed of, or even if they are disposed of, 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.

### **2.3 Yield of the Bonds**

The calculation of the internal rate of return (IRR) for the holder of a Bond that is stipulated in section 4.10 of 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.

### **2.4 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. Fulfilment of the constant prepayment rate is influenced by a variety of demographic, economic and social factors, such as the financial situation of the mortgagors (the "**Mortgagors**"), seasonality, market interest rates and unemployment, that make this unpredictable.

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## **2.5 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.

## **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 Mortgage Transfer Certificates, always taking into account the protection offered by the credit enhancement mechanisms.

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. 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 Mortgage Transfer Certificates, whether pursuant to the Deed of Incorporation, to this Prospectus, or to any other agreement or contract. All of this, without prejudice to the Seller being held liable (i) with respect to the commitment regarding the servicing of the Mortgage Loans, described in section 3.7.1 of the Additional Building Block, (ii) with respect to the substitution duty set forth in section 2.2.9. of the Additional Building Block, and (iii) with respect 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 the Seller or of the Sociedad Gestora. No other guarantees have been granted by any public or private entities, including the Seller, 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 limited protection against Mortgage Loan portfolio loss afforded to the Series A, B, C, D and E Bonds as a result of the existence of the credit enhancement transactions described in section 3.4.2. of 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 Mortgage Transfer 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 authorized 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 Concentration due to geographical location of the security**

As detailed in section 2.2.2. of the Additional Building Block, the following Autonomous Regions account for the largest number of the dwellings mortgaged as collateral for the loans selected for sale to the Fund, as a percentage of the outstanding principal: Madrid (32.60%) and Aragon (13.28%).

### **3.5 Risk by concentration by Mortgage Loan arrangement date**

As detailed in section 2.2.2. of the Additional Building Block, with respect to the arrangement date of the loans selected for sale to the Fund that form the audited portfolio as at 23 May 2008, there is a larger concentration, according to the percentage of outstanding principal, in the following years: 2005 (17.53%), 2006 (43.81%) and 2007 (10.32%).

### **3.6 Mortgage Loan Interest Rate**

The Mortgage Loans are subject to variable interest rates based on different index rates and different adjustment periods, to the index rates and adjustment periods established for each of the Series of Bonds that are issued by the Fund. Assuming the hypotheses set forth in section 4.10 of the Securities Note, the current weighted average rate of interest of the selected mortgage loans (5.25%), is lower than the weighted average rate of interest of the Bonds issued from the Fund for the first Interest Period (5.39%). In order to partially mitigate the interest rate risk derived from the facts described above, the Fund will have an Interest Swap Agreement, which is described in section 3.4.7.1. of the Additional Building Block.



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## **REGISTRATION DOCUMENT FOR MORTGAGE-BACKED SECURITIES (ANNEX VII OF COMMISSION REGULATION 809/2004)**

### **1. 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 69-2, calle Orense, in Madrid, and with Tax Identification Number. A-80352750 (the "**Sociedad Gestora**"), originator of TDA IBERCAJA 6, FONDO DE TITULIZACIÓN DE ACTIVOS (the "**Fund**"), 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 24 April 2008.

#### **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**

The Fund will commence its activities on the day that the Deed of Incorporation are granted, and therefore 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 with the Spanish Securities and Exchange Commission (the "**CNMV**").

At the Board meeting held on 24 April 2008, 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

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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 appointed. If the Sociedad Gestora passes a resolution to appoint new Fund auditors, notice would be given to the CNMV, the Rating Agency 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**

The Fund will report income and expense 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.

## **3. FUND RISK FACTORS ASSOCIATED WITH 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 securitization fund**

The issuer will be an Asset Securitization Fund that will be incorporated in accordance with Spanish legislation.

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

The name of the Issuer is "**TDA IBERCAJA 6, FONDO DE TITULIZACIÓN DE ACTIVOS**". It may also be identified as "**TDA IBERCAJA 6, 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 prejudice to the registration of this Prospectus by the CNMV and to the filing with the CNMV, for incorporation into the public register, of a copy of the Deed of Incorporation of the Fund, of issue and subscription of the Mortgage Transfer Certificates and the issue of the Bonds (the "**Deed of Incorporation**"), the contents of which will match the provisions of this Prospectus and the draft Deed of Incorporation filed with the CNMV. Under no circumstances will the terms of the Deed of Incorporation contradict, modify, alter or invalidate the contents of this Prospectus.

Only in exceptional cases can amendments be made to the Deed of Incorporation, and provided this is permitted under the applicable laws and in the conditions established by regulation. In

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any case, such amendments must be notified beforehand by the Sociedad Gestora to the CNMV or other competent administrative body, or be authorized beforehand if necessary, and must also be notified to the Rating Agency, provided that such amendments do not prejudice the rating assigned to the Bonds by the Rating Agency. The Deed 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 Sociedad Gestora, together with the Seller, will proceed, once this Prospectus has been registered, to grant on 20 June 2008 (the "**Date of Incorporation**") the Deed 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 25 November 2051 or, if this day is not a Business Day, the next Business Day (the "**Legal Maturity Date**"), unless beforehand the Fund is liquidated in advance in accordance with the provisions of the next section.

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

By virtue of the provisions of the Deed of Incorporation and this Prospectus, the Sociedad Gestora will be authorized 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 Mortgage Transfer Certificates is less than 10% of the original balance of the Mortgage Transfer Certificates on the Date of Incorporation, provided that the sale of the outstanding Mortgage Transfer Certificates, together with the balance existing at that time in the Fund accounts enables the full cancellation of all outstanding payment obligations with the Bondholders and respecting the payments prior thereto whose priority order takes preference, as set forth in section 3.4.6.3 of the Additional Building Block, and provided that, where applicable, the necessary authorizations for doing so have been obtained from the competent authorities.

The Sociedad Gestora will proceed to liquidate the Fund early pursuant to the provisions of this section, in the following circumstances, and the CNMV and the Rating Agency 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 balance 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.

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- (iii) In the circumstances set forth in article 19 of Royal Decree 926/1998.
- (iv) When there occurs a non-payment indicative of a serious and permanent imbalance in relation to one of the Bonds issued, or it is foreseen that it is going to occur.
- (v) In the event that all the Bondholders and the counterparties to the Fund contracts notify the Sociedad Gestora of their interest in the full redemption of the Bonds, the Sociedad Gestora, as the representative of the Fund, may proceed to the early liquidation thereof.
- (vi) When thirty (30) months elapse since the last date of maturity of the Mortgage Loans pooled in the Fund.

In all these cases, the Sociedad Gestora will proceed to the orderly liquidation of the Fund in accordance with the Liquidation Priority of Payment Order set forth in section 3.4.6.3. of the Additional Building Block.

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

- (i) When the Mortgage Transfer Certificates are repaid in full. In the event that all the Mortgage Transfer Certificates have matured and amounts remain to be collected therefrom and obligations remain to be paid to the Bondholders, the Fund will be extinguished on the Payment Date immediately after thirty-six (36) months elapse since the date of maturity of the last Mortgage Loan pooled in the Fund, that is to say, the Legal Maturity Date.
- (ii) When the Bonds issued are redeemed in full.
- (iii) When the Fund early liquidation process ends.
- (iv) In the event that one of the provisional ratings assigned to the Bonds by the Rating Agency is not confirmed on the Bond subscription date, which will be 23 June 2008 (the "**Subscription Date**"), the incorporation of the Fund, the issue and subscription of the Mortgage Transfer Certificates, the Guaranteed Interest Rate Deposit Contract (Reinvestment Account), the Bond Issue Management and Subscription Contract, the Interest Swap Agreement 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 this event of the early termination of the Fund, the Seller will undertake to meet any initial expenses that may have been incurred in incorporating the Fund.

In the event that, at the time of the 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 assets, for which purpose it will obtain 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 initial price for the sale of all the Mortgage Transfer Certificates will not be

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less than the sum of the Receivable Nominal Balance of the Certificates plus the accrued and uncollected interest of the Mortgage Loans to which they correspond. However, the Sociedad Gestora will be obliged to accept the best bid received for the assets made by such entities. In order to establish the market value, the Sociedad Gestora may request any valuation reports that it deems necessary. The names of the independent experts appointed will be reported to the CNMV and the Rating Agency.

The Seller will have the right of pre-emption to recover the Mortgage Transfer Certificates belonging to the Fund, corresponding to Mortgage Transfer 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 Mortgage Transfer Certificates awarded 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 Mortgage Transfer Certificates, to exercise the said right of pre-emption, and must at least match the best bid made by third parties.

- It will 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 authorized 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 the valuation reports it considers necessary.

The Sociedad Gestora, after allocating the reserve to meet the expenses incurred in liquidating the Fund, 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 Liquidation Priority of Payment Order.

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 Mortgage Transfer 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 Priority of Payment 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

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of the Fund, and the reasons, as set forth in the Deed of Incorporation and in this Prospectus, for the termination, (ii) the procedure for followed in notifying the Bondholders and the CNMV; and (iii) the distribution of the Available Funds in the Liquidation Priority of Payment 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 of 7 July regulating Sociedades y Fondos de Inversión Inmobiliaria and Fondos de Titulización Hipotecaria (Real Estate Investment Funds and Companies and Mortgage Backed Securitization Funds ("**Ley 19/1992**"), for those aspects not covered by Royal Decree 926/1998 and insofar as applicable; (iii) Ley 3/1994, of 14 April ("**Ley 3/1994**"), adapting Spanish legislation regarding credit institutions to the Second Banking Coordination Directive and introducing other modifications to the financial system and in Royal Decree 926/1998; (iv) the Ley del Mercado de Valores or Law 24/1988, of 28 July, in its current wording, (Securities Market Act or the "**Ley 24/1988**"), regarding its supervision, inspection and penalties and any other applicable matters; and (v) any other legal provisions prevailing from time to time that are applicable.

The Prospectus has been drawn up in accordance with the models set forth in Regulation 809/2004.

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 (+34) 91 702 08 08.

#### **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 Securitization Funds) is regulated 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, Ley 3/1994 and Royal Decree 926/1998 and in the Personal Income Tax Act 35/2006, dated 28 November, which partially amended the Corporate Income Tax Act, Non-Resident Income Tax Act and Wealth Tax Act ("**Ley 35/2006**").

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The tax system may be summarized as follows:

- 1) In accordance with article 7.1.h of the consolidated text of the Corporate Income Tax Act, Asset Securitization Funds are liable to Corporate Income Tax, subject to the general rules for determining the tax base, and to the general rate of the tax, which at present is 30%, 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 Regulations approved by Royal Decree 1777/2004, of 30 July stipulates that withholding does not apply to income from mortgage participating units, mortgage loans and other credit rights that constitute revenue items for the securitization funds.

Consequently, in addition to the income from the directly securitized Mortgage Transfer 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 subject to but exempt from classification as "corporate transactions" under Stamp Duty and from Real Estate Transfer Tax ("Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados).
- 4) The transfer to the Fund of the Mortgage Transfer Certificates provided for in the Deed of Incorporation in the manner described above is a transaction that is subject to but qualifies for an exemption from Value Added Tax ("VAT"), in accordance with the provisions of article 20.One.18-e and of the Value Added Tax Act 37/1992 of 28 December ("**Ley del IVA**") and is not subject to other indirect taxes in Spain
- 5) The Fund will be subject to the general rules of Value Added Tax, with the sole particularity that the management and deposit services provided to the Fund by the Sociedad Gestora will be exempt from Value Added Tax, pursuant to the provisions of section 20.One.18., n) of the Ley del IVA.
- 6) The issue, subscription, transmission, redemption and reimbursement of the Securitization Bonds will be exempt from VAT (article 20.One.18 of the Ley del IVA) and Capital Transfer Tax and Stamp Duty (Impuesto sobre Transmisiones Patrimoniales y Actos Jurídicos Documentados) (article 45.I.B, number 15, of the Consolidated Text of the Capital Transfer Tax and Stamp Duty Act).
- 7) The Fund will be subject to the information obligations set forth in Act 13/1985, of 25 May, on investment coefficients, own funds and information requirements for financial intermediaries, as amended by law 23/2005, of 18 November, on tax reforms for boosting productivity.

The procedure for complying with the said information obligations has been developed by the Royal Decree 1065/2007.

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#### **4.7 Description of the issuer's authorized 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 summarized below and explained in detail throughout this Prospectus.

The Fund, on its Date of Incorporation, will acquire the Mortgage Transfer Certificates issued by the Seller, derived from a portfolio of Mortgage Loans owned by the Seller, the main characteristics of which are described in the Additional Building Block. To pay the price of that acquisition, the Fund will issue, on that same date, the Series A, B, C and D Bonds, for the amounts determined in section 4.2.1. of the Securities Note. The amounts received from the issue of the Series E Bonds will be used to allocate the Reserve Fund.

Furthermore, the Sociedad Gestora, acting on behalf of the Fund, will arrange a series of financial and service delivery transactions, in order to consolidate the financial structure of the Fund, enhance the security or regularity in the payment of the Bonds, cover the temporary differences in the calendar between the flows of principal and interest of the Mortgage Transfer Certificates and of the Bonds and, in general, facilitate the financial transformation that takes place in the Fund's assets between the financial characteristics of each Series of Bonds.

#### **5.2 General description of the parties to the securitization transaction**

- 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 securitization 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 Securitization 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**") or the "**Seller**"), is (i) the Seller and Servicer of the Mortgage Loans, (ii) the entity granting the



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Subordinated Loan, (iii) the bank where the Reinvestment Account is to be opened, (iv) the counterparty in the Interest Rate Swap Agreement and (v) the Subscription Agent.

IBERCAJA is a Spanish savings bank, a credit institution organized 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 64.1.

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:

	Moody's Rating	S&P Rating
Short Term	P-1	A-1
Long Term	A1	A+

These ratings were confirmed by Moody's in October 2007 and by S&P in March 2008.

- J.P. Morgan Securities Ltd. ("**JPMorgan**") is acting as Lead Manager in accordance with Article 35.1 of Royal Decree 1310/2005, assuming only the design of the financial conditions of the Fund and of the issue of the bonds.

The registered office of JPMorgan is 125 London Wall EC2Y 5AJ London (United Kingdom), and its VAT Number is GB 268/8163038906. It is registered at the Register of Companies for England and Wales, with registered number 2711006 and was 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.

JPMorgan holds no credit ratings from any rating agencies.

- The Instituto de Crédito Oficial (the "**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 Organization 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 (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:

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

These ratings were confirmed by Fitch in December 2007, by Moody's in October 2007 and by S&P in August 2007.

- CUATRECASAS ABOGADOS, S.R.L. has provided the legal consultancy services for the transaction reviewed all its tax implications.

CUATRECASAS ABOGADOS, S.R.L. ("CUATRECASAS") is a private limited company incorporated in Spain, with Tax Identification Number (CIF): B-59942110, with registered office at number 111, Paseo de Gracia, 08008 Barcelona and registered in the Mercantile Registry of Barcelona in Volume 37673, Folio 30, Section 8, Sheet 23850.

- Moody's Investors Service España, S.A. ("Moody's") is acting as the Rating Agency of this transaction.

Moody's is a Spanish corporation, with Tax Identification Number (CIF) A-80448475 and with registered office at number 2-2-D, calle Barbara de Braganza.

- 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, is a limited liability company with Tax Identification Number. B-79031290 and registered address at number 43, Paseo de la Castellana, in Madrid.

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 securitization transaction, with the exception of the shares that IBERCAJA owns in the Sociedad Gestora, and which represents 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 Sociedad Gestora

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.

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The registered name of the Sociedad Gestora is Titulización de Activos, Sociedad Gestora de Fondos de Titulización, S.A., with Tax Identification Number (CIF) 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) and telephone number (+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 Securitization 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, 2006 and 2007, which have been filed at the CNMV and at the Mercantile Registry. The audit reports on the annual financial statements for 2005, 2006 and 2007 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 Principal activities**

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.

The Sociedad Gestora, 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 Deed 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 Deed of Incorporation and this Prospectus.

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As at 31 May 2008, the Sociedad Gestora has a total of ninety-five (95) securitization 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:

<b>Name</b>	<b>Position</b>
Mr. Francisco Javier Soriano Arosa	Chairman
Caja de Ahorros Municipal de Burgos, represented by Mr. Vicente Palacios Martínez	Director
Mr. Francisco Javier Sáiz Alonso	Director
Mr. Víctor Iglesias Ruiz	Director
Caja de Ahorros del Mediterráneo, represented by Mr. Juan Luis Sabater Navarro	Director
Mr. Gumersindo Ruiz Bravo de Mansilla	Director
Mr. José Carlos Contreras Gómez	Director
Bear Stearns Spanish Securitization Corporation, represented by Mr. Jesús Rfo Cortés	Director

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

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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 24/1988 and of Royal Decree 629 /1993, of May 3 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 securitization funds that are traded on organized markets.

The Internal Code of Conduct 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, except the Internal Code of Conduct approved by the Sociedad Gestora.

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

Name	Office in listed and/or material companies
Mr. Francisco Javier Soriano Arosa	Managing Director of EBN Banco de Negocios, S.A.
	Chairman of the Board of EBN Capital, S.G.C.R., S.A.
	Member of the Board of Cartera Nuvalia, S.L.
	Member of the Board of Planiger, S.A.
	Chairman of the Board of Campus Patrimonial, S.A.
	Member of the Board of Grupo Hoteles Playa, S.A.
Mr. Vicente Palacios Martínez	Head of the Wholesale Financing and Department of Caja Municipal de Burgos.
Mr. Francisco Javier Sáiz	Member of the Board of Ahorro Corporación Gestión, S.G.I.I.C., S.A.
	Member of the Board of Analistas Financieros Internacionales, S.A.
	Member of the Board of Exportalia, S.L.
	Deputy Director General of the Finance Division of Caja de Ahorros de Castilla La Mancha
Mr. Víctor Iglesias Ruiz	Deputy Director General and Manager of the Ibercaja Branch Network.
	Member of the Board of Ibercaja Leasing y Financiación, E.F.C., EFC.
	Member of the Board of Heraldo de Aragón, S.A.
	Member of the Board of Gestión de Activos de Aragón, S.A.

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Name	Office in listed and/or material companies
Mr. Juan Luis Sabater Navarro	Finance and Liquidity Management Manager of Caja de Ahorros del Mediterráneo (CAM)
Mr. Gumersindo Ruiz Bravo de Mansilla	Managing Director and General Manager of Unicorp Corporación Financiera.
	Deputy Chairman of Unicorp Vida
	Chairman of Unigest
	Co-chairman of Segurándalus
	Chairman of Unicorp Patrimonio
	Chairman of Unicorp Mercados
	Deputy Chairman of Carisa
Mr. José Carlos Contreras Gómez	Deputy Director General, Director of Corporate Finance at the Caja de Ahorros y Monte de Piedad de Madrid.
	Member of the Board of Banco Inversis
	Member of the Board of Corporación Interamericana de Financiamiento de Infraestructuras.
Mr. Jesús Río Cortés	European Securitization Manager (Client Banking) for Bear Stearns.

## 6.8 Funds Managed

As at 31 May 2008, the Sociedad Gestora has the following securitization funds under management:

Fund	Date of Incorporation	Issued	Bond Balance
Mortgage Securitization Funds			31 de mayo de 2008
TDA 4 - F.T.H.	22-abr-98	150,253,027€	19,741,488€
TDA 5 - F.T.H.	16-oct-98	1,171,973,634€	128,926,902€
TDA 6 - F.T.H.	20-ene-99	351,500,000€	49,670,195€
TDA 7 - F.T.H.	12-mar-99	1,051,700,000€	200,545,854€
TDA 8 - F.T.H.	9-abr-99	150,200,000€	35,883,644€
TDA 9 - F.T.H.	12-may-99	332,400,000€	67,792,676€
TDA 10 - F.T.H.	21-jul-99	240,500,000€	38,457,927€
TDA 11 - F.T.H.	24-ene-00	660,600,000€	144,781,717€
TDA 12 - F.T.H.	26-jun-00	513,900,000€	124,543,511€
Asset Securitization Funds			
TDA 13-MIXTO - F.T.A.	5-dic-00	389,500,000€	107,860,320€
TDA 14-MIXTO - F.T.A.	20-jun-01	601,100,000€	195,591,479€
TDA 15-MIXTO - F.T.A.	4-nov-02	450,900,000€	195,160,580€
TDA 16-MIXTO - F.T.A.	26-may-03	532,000,000€	191,649,470€
TDA 17-MIXTO - F.T.A.	24-oct-03	455,000,000€	192,696,170€
TDA 18-MIXTO - F.T.A.	14-nov-03	421,000,000€	184,187,618€
TDA 19-MIXTO - F.T.A.	27-feb-04	600,000,000€	293,877,829€
TDA 20-MIXTO - F.T.A.	25-jun-04	421,000,000€	232,835,377€
TDA 21-MIXTO - F.T.A.	23-jul-04	775,000,000€	358,892,423€
TDA 22-MIXTO - F.T.A.	1-dic-04	530,000,000€	272,951,229€
TDA 23 - F.T.A.	17-mar-05	860,000,000€	513,557,347€
TDA 24 - F.T.A.	28-nov-05	485,000,000€	341,466,655€
TDA 25 - F.T.A.	29-jul-06	265,000,000€	203,651,270€
TDA 26-MIXTO - F.T.A.	5-jul-06	908,100,000€	700,528,463€
TDA 27 - F.T.A.	20-dic-06	930,600,000€	793,936,307€
TDA 28 - F.T.A.	18-jul-07	451,350,000€	426,797,896€
TDA 29 - F.T.A.	25-jul-07	814,900,000€	751,893,645€
TDA 30 - F.T.A.	12-mar-08	388,200,000€	388,200,000€
TDA PASTOR 1 - F.T.A.	25-feb-03	494,600,000€	202,501,505€
TDA CAM 1 - F.T.A.	13-mar-03	1,000,000,000€	446,391,091€
TDA CAM 2 - F.T.A.	27-jun-03	1,100,000,000€	485,831,655€
TDA CAM 3 - F.T.A.	16-ene-04	1,200,000,000€	571,266,109€
TDA CAM 4 - F.T.A.	9-mar-05	2,000,000,000€	1,234,527,299€
TDA CAM 5 - F.T.A.	5-oct-05	2,000,000,000€	1,442,787,198€
TDA CAM 6 - F.T.A.	29-mar-06	1,300,000,000€	1,023,360,098€
TDA CAM 7 - F.T.A.	13-oct-06	1,750,000,000€	1,500,779,355€
TDA CAM 8 - F.T.A.	7-mar-07	1,712,800,000€	1,520,837,566€
TDA CAM 9 - F.T.A.	3-jul-07	1,515,000,000€	1,427,005,408€
TDA CAM 10 - F.T.A.	5-dic-07	1,423,500,000€	1,404,778,907€
TDA IBERCAJA 1 - F.T.A.	8-oct-03	600,000,000€	308,383,957€
TDA IBERCAJA 2 - F.T.A.	13-oct-05	904,500,000€	652,490,014€
TDA IBERCAJA 3 - F.T.A.	12-may-06	1,007,000,000€	794,064,126€
TDA IBERCAJA 4 - F.T.A.	18-oct-06	1,410,500,000€	1,157,811,589€
TDA IBERCAJA 5 - F.T.A.	11-may-07	1,207,000,000€	1,080,237,359€
TDA CAJAMAR 2 - F.T.A.	18-may-05	1,000,000,000€	622,438,940€
TDA TARRAGONA 1 - F.T.A.	30-nov-07	397,400,000€	389,818,459€
CAIXA PENEDES 1 TDA - F.T.A.	18-oct-06	1,000,000,000€	845,003,795€
CAIXA PENEDES 2 TDA - F.T.A.	26-sep-07	750,000,000€	711,872,809€
TDA UNICAJA 1 - F.T.A.	9-may-08	419,600,000€	419,600,000€
MADRID RMBS I - F.T.A.	15-nov-06	2,000,000,000€	1,725,420,802€
MADRID RMBS II - F.T.A.	12-dic-06	1,800,000,000€	1,553,904,655€
MADRID RMBS III - F.T.A.	11-jul-07	3,000,000,000€	2,852,057,320€
MADRID RMBS IV - F.T.A.	19-dic-07	2,400,000,000€	2,357,265,598€
TDA PASTOR CONSUMO 1 - F.T.A.	26-abr-07	300,000,000€	300,000,000€
TDA CCM CONSUMO 1 - F.T.A.	28-may-08	375,000,000€	375,000,000€
FTPYME TDA 4 - F.T.A.	10-oct-03	250,000,000€	59,599,965€
FTPYME TDA 5 - F.T.A.	29-dic-04	200,000,000€	61,549,449€
FTPYME TDA 6 - F.T.A.	24-nov-05	150,000,000€	80,190,474€
FTPYME TDA 7 - F.T.A.	21-dic-07	290,400,000€	282,083,038€
FTPYME TDA SABADELL 1 - F.T.A.	3-jun-02	600,000,000€	114,215,784€
FTPYME TDA SABADELL 2 - F.T.A.	12-nov-03	500,000,000€	215,536,598€
FTPYME TDA CAM 1 - F.T.A.	17-jun-02	600,000,000€	90,939,432€
FTPYME TDA CAM 2 - F.T.A.	17-nov-04	750,000,000€	303,740,200€
FTPYME TDA CAM 4 - F.T.A.	13-dic-06	1,529,300,000€	1,112,928,218€
OIBELES III FTPYME - F.T.A.	18-dic-03	500,000,000€	208,582,396€
FTPYME TDA BANCA MARCH - F.T.A.	25-oct-04	200,000,000€	69,293,236€
CM BANCAJA 1 - F.T.A.	28-sep-05	556,200,000€	294,764,665€
EMPRESAS HIPOTECARIO TDA CAM 3 - F.T.A.	7-jul-06	750,000,000€	574,072,720€
EMPRESAS HIPOTECARIO TDA CAM 5 - F.T.A.	17-oct-07	1,430,800,000€	1,350,395,560€
EMPRESAS TDA CAM 6 - F.T.A.	26-mar-08	1,000,000,000€	1,000,000,000€
CAIXA PENEDES PYMES 1 - F.T.A.	22-jun-07	790,000,000€	700,488,846€
TDA EMPRESAS PASTOR 5 - F.T.A.	17-dic-07	568,700,000€	524,160,898€
MADRID EMPRESAS I - F.T.A.	22-dic-07	780,000,000€	705,895,079€
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€
CÉDULAS TDA 9 - F.T.A.	28-nov-07	4,000,000,000€	4,000,000,000€
CÉDULAS TDA 10 - F.T.A.	5-mar-08	4,750,000,000€	4,750,000,000€
CÉDULAS TDA 11 - F.T.A.	27-mar-08	5,000,000,000€	5,000,000,000€
PROGRAMA CEDULAS TDA - F.T.A.	2-mar-06	Maximum €30,000,000,000	10,160,000,000€
GLOBALDRIVE (SPAIN) 2002-1 TDA - F.T.A.	3-dic-02	488,000,000€	-
GLOBALDRIVE DEALER FLOORPLAN (SPAIN) TDA - F.T.A.	5-abr-04	Maximum €3,000,000,000	-
GLOBALDRIVE SERIES 3 (SPAIN) TDA - F.T.A.	10-may-05	499,999,948€	-
BANCO FINANTIA SOFINLOC Nº 1 - F.T.A.	1-jul-04	Maximum €150,000,000	-
BANCO FINANTIA SOFINLOC TDA Nº 2 - F.T.A.	11-mar-05	Maximum €500,000,000	-
BANCO FINANTIA SOFINLOC TDA Nº 3 - F.T.A.	30-mar-07	Maximum €600,000,000	-
CAP-TDA 1 - F.T.A.	25-jun-03	300,000,000€	300,000,000€
FONDO DE TITULACION DE ACTIVOS RESULTANTES DE LA MORATORIA NUCLEAR	25-abr-96	4,297,236,546€	-
CAJA SAN FERNANDO CDO I - F.T.A.	17-feb-05	\$167,250,000	-
FONDO DE TITULACION DE ACTIVOS NaOH	19-ene-07	Maximum €300,000,000	-
MORTGAGE FINANCE SPAIN - F.T.A.	15-dic-06	Maximum €10,000,000,000	-
TDA FS1 - F.T.A.	18-dic-07	81,458,955€	-

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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 nominal value of €6.02 each) are ordinary shares and offer identical voting, and financial rights. All the shares are of the same class and series.

The equity of the Sociedad Gestora is as listed below:

Equity (thousand euros)	31/12/2005	31/12/2006	31/12/2007
<b>Capital</b>	903.00	903.00	903.00
<b>Reserves</b>			
Legal Reserve	180.60	180.60	180.60
Voluntary Reserves	1,899.19	2,461.71	3,142.06
<b>Profit and Loss</b>			
Net income for the year	1,511.40	1,825.34	2,979.13
<b>TOTAL</b>	<b>4,494.19</b>	<b>5,370.65</b>	<b>7,204.79</b>

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

There are no dealings with related parties or conflicts of interest, although several shareholders of the Sociedad Gestora, described in the next section, have participated as Sellers to some of the Funds managed by the Company.

## 7. MAIN 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
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 (CAM)	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 Securitization Corporation	10.00%	15,000
<b>TOTAL</b>	<b>100.00%</b>	<b>150,000</b>



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

### **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.

## **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:

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This prospectus is a translation into English of the original "Folleto" drafted in Spanish language and registered with the "Comisión Nacional del Mercado de Valores" (the Spanish Securities Market Commission, "CNMV") on June 19, 2008.*

1. The Articles of Association, the Deed of Incorporation and the audited annual accounts of the Sociedad Gestora.
2. The Deed of Incorporation of the Fund, once granted.
3. This Prospectus.
4. Resolutions of the Boards of Directors of the Seller and of the Sociedad Gestora.
5. Auditor's Report on the attributes of the Mortgage Loans from which the Mortgage Transfer Certificates that will be pooled in the Fund will be drawn.
6. Letters from the Rating Agency, assigning provisional and definitive ratings to each Series of Bonds.

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 the documents indicated in points 2 to 6 above may be consulted at the CNMV.

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

The Deed of Incorporation of the Fund will be available for physical examination at the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. ("**Iberclear**").

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## **SECURITIES NOTE (ANNEX XIII TO REGULATION 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, 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 24 April 2008.

#### **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) JPMorgan as Lead Manager has arranged the financial terms and conditions of the Fund and of the Bond issue.

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- c) IBERCAJA is (i) the Seller of the Mortgage Loans through the issue of the Mortgage Transfer Certificates that will be fully subscribed by the Fund upon its incorporation and Servicer of the Mortgage Loans (ii) the entity granting the Subordinated Loan, (iii) the bank where the Reinvestment Account is to be opened, (iv) the counterparty in the Interest Rate Swap Agreement and (v) the Subscription Agent.
- d) Instituto de Crédito Oficial (ICO) is the Financial Agent and the depository of the Multiple Certificate that represents the Mortgage Transfer Certificates.
- e) Pricewaterhouse Coopers is acting as auditor for the verification of a series of attributes of a sample of the selection of Mortgage Loans owned by IBERCAJA from which the Mortgage Loans will be extracted in order to issue the Mortgage Transfer Certificates that will be subscribed by the Fund upon incorporation. Pricewaterhouse Coopers is also acting as auditor of the Fund's accounts.
- f) Cuatrecasas is acting as the legal advisor to the transaction.
- g) Moody's is acting as the Bond credit risk Rating Agency.

### **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 owns 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 Mortgage Transfer 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 five hundred and twenty-one million euros (€1,521,000,000). The issue will be formed by fifteen thousand two hundred and ten (15,210) Bonds, each with a face value of one hundred thousand euros (€100,000), 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.

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

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

The asset securitization bonds are securities issued by asset securitization 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 homogeneous, standardized and therefore 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 5 series (A, B, C, D and E), as follows:

**Series A:** for a total nominal amount of one thousand four hundred and forty million euros (€1,440,000,000), represented by fourteen thousand four hundred (14,400) securities, each with a face value of one hundred thousand euros (€100,000), (the "**Series A Bonds**" or the "**Series A**").

**Series B:** for a total nominal amount of thirty million euros (€30,000,000), represented by three hundred (300) securities, each with a face value of one hundred thousand euros (€100,000), (either the "**Series B Bonds**" or the "**Series B**").

**Series C:** for a total nominal amount of fifteen million euros (€15,000,000), represented by one hundred and fifty (150) securities, each with a face value of one hundred thousand euros (€100,000), (either the "**Series C Bonds**" or the "**Series C**").

**Series D:** for a total nominal amount of fifteen million euros (€15,000,000), represented by one hundred and fifty (150) securities, each with a face value of one hundred thousand euros (€100,000), (either the "**Series D Bonds**" or the "**Series D**").

**Series E:** for a total nominal amount of twenty-one million euros (€21,000,000), represented by two hundred and ten (210) securities, each with a face value of one hundred thousand euros (€100,000), (either the "**Series E Bonds**" or the "**Series E**").

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 euros (€100,000) 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. Subscription of the issue**

On the Date of Incorporation and for the account of the Fund, the Sociedad Gestora will enter into a Bond Issue Management and Subscription Contract with the Lead Manager and the Subscription Agent, which will regulate the duties to be performed by the Lead Manager and the subscription commitment of the Subscription Agent, which will subscribe to one hundred percent (100%) of the issue.

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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 Agency will be construed as grounds for termination of the Bond Issue Management and Subscription Contract.

JPMorgan, as Lead Manager, will receive a fee for arranging the financial structure of the Fund and of the Bond Issue, such fee included in the amount of initial expenses described in section 6 of the Securities Note. IBERCAJA is acting as Subscription Agent, and receives no fee for its subscription commitment.

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

The Fund will be constituted and the Bonds will be issued from it in accordance with Spanish law: (i) Royal Decree 926/1998 and its implementing provisions; (ii) Ley 19/1992 vis-à-vis any aspects not covered by Royal Decree 926/1998, when applicable; (iii) Ley 3/1994, (iv) Law 24/1988, regarding its supervision, inspection and penalties and any other applicable matters; and (v) any other legal provisions prevailing from time to time that are applicable.

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 be represented by book entries managed by IBERCLEAR, located at number 1, Plaza de la Lealtad, Postal Code 28014, Madrid (Spain). In this respect, it is hereby stated that the Deed 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 of each Series in the Fund priority of payment order.**

The payment of interest accrued by the Series A Bonds will rank third (3<sup>rd</sup>) in the Priority of Payment Order set forth in section 3.4.6.2.2 of the Additional Building Block and third (3<sup>rd</sup>) in the Liquidation Priority of Payment Order set forth in section 3.4.6.3 of the Additional Building Block.

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The payment of interest of the Series B Bonds will rank fourth (4<sup>th</sup>) in the Priority of Payment Order set forth in section 3.4.6.2.2 of the Additional Building Block, unless the circumstances stipulated in the same section of the Additional Building Block for its deferral occur, in which case it will rank eighth (8<sup>th</sup>) in the Priority of Payment Order, and fifth (5<sup>th</sup>) in the Liquidation Priority of Payment Order set forth in section 3.4.6.3 of the Additional Building Block.

The payment of interest of the Series C Bonds will rank fifth (5<sup>th</sup>) in the Priority of Payment Order set forth in section 3.4.6.2.2 of the Additional Building Block, unless the circumstances stipulated in the same section of the Additional Building Block for its deferral occur, in which case it will rank ninth (9<sup>th</sup>) in the Priority of Payment Order, and seventh (7<sup>th</sup>) in the Liquidation Priority of Payment Order set forth in section 3.4.6.3 of the Additional Building Block.

The payment of interest of the Series D Bonds will rank sixth (6<sup>th</sup>) in the Priority of Payment Order set forth in section 3.4.6.2.2 of the Additional Building Block, unless the circumstances stipulated in the same section of the Additional Building Block for its deferral occur, in which case it will rank tenth (10<sup>th</sup>) in the Priority of Payment Order, and ninth (9<sup>th</sup>) in the Liquidation Priority of Payment Order set forth in section 3.4.6.3 of the Additional Building Block.

The payment of interest of the Series E Bonds will rank twelfth (12<sup>th</sup>) in the Priority of Payment Order set forth in section 3.4.6.2.2 of the Additional Building Block and twelfth (12<sup>th</sup>) in the Liquidation Priority of Payment Order set forth 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 of each Series in the Fund priority of payment order.**

The payment of principal of Series A, B, C and D will rank seventh (7<sup>th</sup>) in the Priority of Payment Order set forth in section 3.4.6.2.2 of the Additional Building Block, which will be applied in accordance with the rules set forth in section 4.9.2 of this Securities Note.

In the event of Early Liquidation, the payments of principal of the Series A, B, C and D will rank fourth (4<sup>th</sup>), sixth (6<sup>th</sup>), eighth (8<sup>th</sup>) and tenth (10<sup>th</sup>) respectively, in the Liquidation Priority of Payment Order set forth in section 3.4.6.3 of the Additional Building Block.

In the case of the Series E Bonds, the payment of principal will rank thirteenth (13<sup>th</sup>) in the Priority of Payment Order set forth in section 3.4.6.2.2 of the Additional Building Block and thirteenth (13<sup>th</sup>) in the Liquidation Priority of Payment Order set forth in section 3.4.6.3 of the Additional Building Block.

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

Pursuant to current legislation, the Securities detailed in the present 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

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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 Priority of Payment Order and to the Liquidation Priority of Payment Order established in sections 3.4.6.2.2 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 Deed 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. Interest payment and principal reimbursement dates.**

##### ***Bond Interest***

From the Disbursement Date until their total maturity, all the Bonds will accrue an 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, with regard to the other Fund payments, in the Priority of Payment Order and the Liquidation Priority of Payment Order described in sections 3.4.6.2.2 and 3.4.6.3, respectively, 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 (excluding the latter), in other words, 25 November 2008.

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 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.



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### **Fixing of the Bond Reference Interest Rate**

The EURIBOR will be fixed according to the rules established in this section.

On each Interest Rate Fixing Date, Sociedad Gestora, with the information received from the Financial Agent, will fix the Reference Interest Rate which will be equivalent to the EURIBOR, determined as:

- (i) The 3-month EURIBOR interest rate on the EURIBOR01 page of the REUTERS screen, on the Fixing Date at 11.00 a.m. (CET). "REUTERS screen, "EURIBOR01 page" is the one that displays the contents of the "EURIBOR01" page in 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 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 Fixing Date by the following banks will apply, as near as possible to 11.00 a.m. (CET) and this interest rate will be requested simultaneously from such banks:
  - Banco Santander (London)
  - Banco Bilbao Vizcaya Argentaria. (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.

- (iii) In the absence of the rates in accordance with the provisions of paragraphs (i) and (ii), 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 or fixed in accordance with the provisions of paragraphs (i) and (ii), respectively, 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 screen printouts, or if appropriate, the quote statements from the banks referred to in section (ii) above, as documents accrediting the EURIBOR rate determined.

Notwithstanding the above, the Reference Interest Rate for the first Interest Accrual Period, in other words, the period between the Disbursement Date and the first Payment Date, will be the result of the linear interpolation between the five (5) month EURIBOR rate and the six (6) month EURIBOR rate, taking into account the number of days of the first Interest Accrual Period. The Interest Rate for the first Interest Accrual Period will be calculated with the following formula:

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$$R = E5 + ((d-t1)/t2)*(E6-E5)$$

Where:

R= Reference Interest Rate for the first Interest Accrual Period.

d = Number of days of the first Interest Accrual Period.

t1 = Number of days actually elapsed in period E5.

t2 = Number of days actually elapsed in period E5 and period E6.

E5 = Five (5) month EURIBOR rate.

E6 = six (6) month EURIBOR rate.

The five (5) and six (6) 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.

#### ***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 (2<sup>nd</sup>) Business Day prior to the Payment Date (the "**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 (2<sup>nd</sup>) Business Day prior to the Disbursement Date (that is to say, 23 June 2008).

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.

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

A margin for each Series of Bonds equal to:

- Series A Bonds: 0.30%.
- Series B Bonds: 0.60%.
- Series C Bonds: 1.20%.
- Series D Bonds: 2.00%.
- Series E Bonds: 3.50%.

#### ***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.

$r_i$ : 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.

$n_i$ : 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 25 February, 25 May, 25 August and 25 November 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 25 November 2008.

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

- 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 were insufficient to pay all or part of the interest accrued by the Bonds of any Series, in accordance with the Priority of Payment Order or the Liquidation Priority of Payment Order set forth in sections 3.4.6.2.2. and 3.4.6.3. of the Additional Building Block, respectively, and in the event of the Available Funds only being sufficient to partly cover obligations with the same ranking, the amount available will be distributed among the Bonds affected, in proportion to the Receivable Nominal Balance of such Bonds and the amounts not collected by the Bondholders will be paid on the next Payment Date 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 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 the Fund Legal Maturity Date.

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.

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## **4.8.2. 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, that is to say, one hundred thousand euros (€100,000) per Bond.

### **4.9.2. Date and types of redemption**

#### **4.9.2.1. Ordinary rules regarding redemption of the Bonds**

**Series A:** The redemption of the Series A Bonds will be conducted on a pro rata basis among the Bonds of the same Series by reducing the nominal amount, until it has been completed, on each Payment Date by the amount of the Amount Available for Redemption applied to the Series A Bonds in accordance with the distribution and application rules set forth in section 4.9.2.3 below.

The first partial redemption of the Series A Bonds will take place on the first Fund Payment Date, that is to say, 25 November 2008.

**Series B:** The redemption of the Series B Bonds will be conducted on a pro rata basis among the Bonds of the same Series by reducing the nominal amount, until it has been completed, on each Payment Date by the amount of the Amount Available for Redemption applied to the Series B Bonds in accordance with the distribution and application rules set forth in section 4.9.2.3 below.

The first partial redemption of the Series B Bonds will take place when the Series A Bonds have been redeemed in full. However, even if the Series A has not been fully redeemed, should the exceptional circumstances set forth in section 4.9.2.2 below exist, the Series B Bonds will be redeemed in accordance with the rules set forth in that section.

**Series C:** The redemption of the Series C Bonds will be conducted on a pro rata basis among the Bonds of the same Series by reducing the nominal amount, until it has been completed, on each Payment Date by the amount of the Amount Available for Redemption applied to the Series C Bonds in accordance with the distribution and application rules set forth in section 4.9.2.3 below.

The first partial redemption of the Series C Bonds will take place when the Series A and B Bonds have been redeemed in full. However, even if the Series A and B have not been fully redeemed, should the exceptional circumstances set forth in section 4.9.2.2 below exist, the Series C Bonds will be redeemed in accordance with the rules set forth in that section.

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**Series D:** The redemption of the Series D Bonds will be conducted on a pro rata basis among the Bonds of the same Series by reducing the nominal amount, until it has been completed, on each Payment Date by the amount of the Amount Available for Redemption applied to the Series D Bonds in accordance with the distribution and application rules set forth in section 4.9.2.3 below.

The first partial redemption of the Series D Bonds will take place when the Series A, B and C Bonds have been redeemed in full. However, even if the Series A, B and C have not been fully redeemed, should the exceptional circumstances set forth in section 4.9.2.2 below exist, the Series D Bonds will be redeemed in accordance with the rules set forth in that section.

**Series E:** The redemption of the Series E Bonds will be conducted on a pro rata basis among the Bonds of the same Series, by means of partial redemptions on each of the Payment Dates in accordance with the redemption rules established below and until the full nominal amount has been redeemed, in accordance with the Priority of Payment Order or the Liquidation Priority of Payment Order.

The partial redemption of the Series E Bonds will take place on each of the Payment Dates, the principal being repaid by an amount equal to the positive difference between the Required Level of the Reserve Fund on the previous Payment Date and 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.

#### **4.9.2.2. Extraordinary rules regarding the pro rata redemption of the Class A, B, C and D Bonds.**

Without detriment to the ordinary rules regarding redemption of the Series A, B, C and D Bonds set forth in section 4.9.2.1. of this Securities Note, the Amount Available for Redemption will be distributed on a pro rata basis among the Series A, B, C and D, provided that, prior to the Payment Date in question, the following circumstances exist at the same time:

- (a) To proceed to the redemption of the Series A Bonds, together with the Series B Bonds:
  - (i) The Receivable Nominal Balance of the Series B is equal to or greater than 4% of the sum of the Receivable Nominal Balance of Series A, B, C and D, together,
  - (ii) The Receivable Nominal Balance of the Non-Defaulted Mortgage Transfer Certificates, more than 90 days in arrears, does not exceed 1.25% of the Receivable Nominal Balance of the Non-Defaulted Mortgage Transfer Certificates pooled in the Fund,
  - (iii) The Required Level of the Reserve Fund on the current Payment Date has been allocated in full,
  - (iv) The Receivable Nominal Balance of the Non-Defaulted Mortgage Transfer Certificates is equal to or more than 10% of the Original Balance of the Mortgage Transfer Certificates on the Date of Incorporation of the Fund.
- (b) To proceed to the redemption of the Series A and B Bonds, together with the Series C Bonds:

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- (i) The Receivable Nominal Balance of the Series B is equal to or more than 2% of the sum of the Receivable Nominal Balance of Series A, B, C and D, together,
  - (ii) The Receivable Nominal Balance of the Non-Defaulted Mortgage Transfer Certificates, more than 90 days in arrears, does not exceed 1% of the Receivable Nominal Balance of the Non-Defaulted Mortgage Transfer Certificates pooled in the Fund,
  - (iii) The Required Level of the Reserve Fund on the current Payment Date has been allocated in full,
  - (iv) The Receivable Nominal Balance of the Non-Defaulted Mortgage Transfer Certificates is equal to or more than 10% of the Original Balance of the Mortgage Transfer Certificates on the Date of Incorporation of the Fund.
- (c) To proceed to the redemption of the Series A, B and C Bonds, together with the Series D Bonds:
- (i) The Receivable Nominal Balance of the Series D is equal to or more than 2% of the sum of the Receivable Nominal Balance of Series A, B, D and D, together,
  - (ii) The Receivable Nominal Balance of the Non-Defaulted Mortgage Transfer Certificates, more than 90 days in arrears, does not exceed 0.75% of the Receivable Nominal Balance of the Non-Defaulted Mortgage Transfer Certificates pooled in the Fund,
  - (iii) The Required Level of the Reserve Fund on the current Payment Date has been allocated in full,
  - (iv) The Receivable Nominal Balance of the Non-Defaulted Mortgage Transfer Certificates is equal to or more than 10% of the Original Balance of the Mortgage Transfer Certificates on the Date of Incorporation of the Fund.

#### **4.9.2.3. Amount Available for Redemption**

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

- (a) The positive difference on that Payment Date between the Receivable Nominal Balance of the Series A, B, C and D (before the amount redeemed on that Payment Date) and the Outstanding Nominal Balance of the Non-Defaulted Certificates for the last day of the month prior to the month of the Payment Date; and
- (b) the Available Funds on that Payment Date, after deducting the amounts of the items indicated in sections one (1) to six (6) of the Priority of Payment Order described in section 3.4.6.2.2 of the Additional Building Block.

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Consequently, in the event of defaulted Mortgage Transfer Certificates, the Series A, B, C and D Bonds will be redeemed by an amount equal to their Outstanding Nominal Balance 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 Priority of Payment Order described in section 3.4.6.2.2. of the Additional Building Block or in the Liquidation Priority of Payment 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.

#### **Distribution and application.**

- (i) Initially, the Amount Available for Redemption will be distributed and applied sequentially first of all to the redemption of the Series A until they are fully redeemed, secondly to the redemption of the Series B until they are fully redeemed, thirdly to the redemption of the Series C until they are fully redeemed and fourthly to the redemption of the Series D until they are fully redeemed.
- (ii) When the conditions for the Pro Rata Redemption among Series, established in section 4.9.2.2. above, exist on a Payment Date, the Amount Available for Redemption will be distributed pro rata, where applicable, between the Series A, B, C and D, in terms of the proportion that the Receivable Nominal Balance of each Series represents with regard to the Receivable Nominal Balance of the Series A, B, C and D.

#### **4.9.3. Collection Dates, Collection Periods and Notification Dates**

**"Collection Date"**, will be the 20<sup>th</sup> 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 forty-eight (48) hours in the circumstances set forth in section 3.4.4.1. of the Additional Building Block. The first Collection Date will be 20 August 2008.

**"Collection Period"** will mean a period that coincides with the calendar month. Fund liquidations of amounts collected from the Mortgagors will be performed during these periods. Exceptionally, the first Collection Period will be between the Date of Incorporation and the last day of July 2008.

**"Notification Date"**, will be the second (2<sup>nd</sup>) Business Day prior to each Payment Date throughout the lifetime 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.

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#### **4.9.4. 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 or the partial redemptions on each Payment Date, as established in the previous sections, the Sociedad Gestora will be authorized to proceed to carry out the early liquidation of the Fund and hence the 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 Priority of Payment Order set forth in section 3.4.6.3. of the Additional Building Block (the **"Early Redemption"**).

#### **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.

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 Mortgagors 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 Mortgagors 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 prepayment rate (the **"CPR"**) 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, D and E Bonds, variable quarterly, taking into account the 3-month EURIBOR on 6 June 2008, that is to say, 4.967%, and the margin applicable to each series, that is: 0.30% for the Series A Bonds, 0.60% for the Series B Bonds, 1.20% for the Series C Bonds, 2.00% for the Series D Bonds and 3.50% for the Series E Bonds.



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	Series A	Series B	Series C	Series D	Series E
Nominal Interest Rate	5.267%	5.567%	6.167%	6.967%	8.467%

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 five (5) month EURIBOR rate and the six (6) month EURIBOR rate, pursuant to the provisions of section 4.8. of this Securities Note, and since the five (5) and six (6) month EURIBOR rates on 6 June 2008 were 5.059% and 5.113% and, therefore, the interpolated Euribor is 5.059%, the Nominal Interest Rate applicable to the Bonds of each Series on the first Payment Date would be as follows:

	Series A	Series B	Series C	Series D	Series E
Nominal Interest Rate	5.359%	5.659%	6.259%	7.059%	8.559%

2. Weighted average rate of interest of the portfolio of Mortgage Transfer Certificates: 5.25%.
3. Weighted average rate of interest of the portfolio of Mortgage Transfer Certificates: 0.63%.
4. Constant Prepayment Rate: (5%, 8% and 11%).
5. Arrears of more than ninety (90) days of the portfolio of Mortgage Transfer Certificates: 0.70% per annum, with 85% recovered 15 months later with a default rate of 0.105%;
6. Weighted average rate of the Series A, B, C and D Bonds: 5.39%
7. Estimated annual ordinary expenses of the Fund: two hundred and ninety thousand euros (€290,000).

The arrears, default, recovery and constant prepayment rates are coherent with those observed by the Seller with respect to credit rights of a similar nature to those that form the audited portfolio, as at 23 May 2008.

Assuming that the Sociedad Gestora will exercise the option relating to the early liquidation of the Fund and Early Redemption of the Bond Issue, that is to say, when the Receivable Nominal Balance of the Certificates is less than 10% of their Original Balance, the average life, IRR, duration and final maturity of the Bonds at different CPR, would be as follows:

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% CPR:	5%	8%	11%
	<b>Series A Bonds</b>		
Average life (years)	9.24	7.20	5.82
IRR	5.45%	5.45%	5.45%
Duration (years)	6.31	5.23	4.42
First Early Liquidation Date - 100%	26-nov-29	25-nov-25	25-nov-22

% CPR:	5%	8%	11%
	<b>Series B Bonds</b>		
Average life (years)	15.24	12.10	9.88
IRR	5.77%	5.77%	5.77%
Duration (years)	9.53	8.16	7.06
First Early Liquidation Date - 100%	26-nov-29	25-nov-25	25-nov-22

% CPR:	5%	8%	11%
	<b>Series C Bonds</b>		
Average life (years)	15.24	12.10	9.88
IRR	6.40%	6.40%	6.40%
Duration (years)	9.10	7.85	6.83
First Early Liquidation Date - 100%	26-nov-29	25-nov-25	25-nov-22

% CPR:	5%	8%	11%
	<b>Series D Bonds</b>		
Average life (years)	15.24	12.10	9.88
IRR	6.56%	7.26%	7.26%
Duration (years)	8.14	7.47	6.53
First Early Liquidation Date - 100%	26-nov-29	25-nov-25	25-nov-22

% CPR:	5%	8%	11%
	<b>Series E Bonds</b>		
Average life (years)	16.29	13.09	10.73
IRR	8.86%	8.87%	8.87%
Duration (years)	7.93	7.07	6.30
First Early Liquidation Date - 100%	26-nov-29	25-nov-25	25-nov-22

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

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

Where:

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, ..., T. 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.

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**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= Bond subscription price.

I= IRR expressed as an annual rate, as a decimal fraction of one.

dn= Days between the Disbursement Date of the corresponding issue and each Payment Date.

an= a1,...,an. Total amounts to be redeemed (on maturity) and/or interest that investors will receive every quarter.

n= 1,...,T. Number of quarters during which the "an" amounts will be paid.

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

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

Where:

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

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

VA<sub>n</sub>= Present value of the total amounts of principal and interest that investors will receive every quarter, discounted on an annual basis at the Internal rate of return (IRR).

PE= Bond issue price, 100,000 euros.

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

n = 1,...,T. Number of quarters (Payment Dates) in which the VA<sub>n</sub> 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 Balance.

**NOTE FOR THE INVESTOR:**

The Sociedad Gestora declares that the information in the charts displayed below is only given by way of example, and the amounts do not represent a specific obligation by the Fund to make payments to third parties on the respective dates or in the periods to which they refer. The figures have been drawn up on the hypothesis that the loan default and repayment rates remain constant throughout the life of the Fund yet are actually subject to constant change. Therefore any investor interested in knowing the payments that the Fund is scheduled to make on each specific date must request the pertinent information from the institutions authorized to distribute it, Sociedad Gestora, AIAF Market and CNMV. Nevertheless, the information can also be requested through the Subscription Agent and, where applicable, other entities that operate on the secondary market.

SERIES A BONDS Flows for each EUR 100,000.00 withholding from bondholder (CPR 5%)						
Payment date	Amortization	Gross interest	Total	% Initial Balance	% Remaining Balance	Remaining Balance
25/06/2008			-100,000.00			100,000.00
25/11/2008	3,274.94	2,277.58	5,552.52	3.27%	96.73%	96,725.06
25/02/2009	1,931.96	1,301.93	3,233.89	1.93%	94.79%	94,793.10
25/05/2009	1,907.60	1,234.32	3,141.92	1.91%	92.89%	92,885.50
25/08/2009	1,900.20	1,250.25	3,150.45	1.90%	90.99%	90,965.30
25/11/2009	1,883.97	1,224.67	3,108.64	1.88%	89.10%	89,101.33
25/02/2010	1,859.55	1,199.31	3,058.86	1.86%	87.24%	87,241.78
25/05/2010	1,836.46	1,135.99	2,972.45	1.84%	85.41%	85,406.32
25/08/2010	1,811.68	1,149.58	2,961.26	1.81%	83.59%	83,594.64
25/11/2010	1,788.21	1,125.19	2,913.40	1.79%	81.80%	81,806.43
25/02/2011	1,765.04	1,101.12	2,866.16	1.77%	80.04%	80,041.39
25/05/2011	1,742.18	1,042.23	2,784.41	1.74%	78.30%	78,293.21
25/08/2011	1,719.61	1,053.92	2,773.53	1.72%	76.58%	76,579.60
25/11/2011	1,697.34	1,030.77	2,728.11	1.70%	74.88%	74,882.26
27/02/2012	1,675.36	1,029.83	2,705.19	1.68%	73.21%	73,206.90
25/05/2012	1,653.66	942.53	2,596.19	1.65%	71.55%	71,553.24
27/08/2012	1,632.25	984.05	2,616.30	1.63%	69.92%	69,920.99
26/11/2012	1,611.11	930.91	2,542.02	1.61%	68.31%	68,309.88
25/02/2013	1,589.56	909.46	2,499.02	1.59%	66.72%	66,720.32
27/05/2013	1,563.05	888.30	2,451.35	1.56%	65.16%	65,157.27
26/08/2013	1,534.32	867.49	2,401.81	1.53%	63.62%	63,622.95
25/11/2013	1,507.03	847.06	2,354.09	1.51%	62.12%	62,115.92
25/02/2014	1,481.77	836.09	2,317.86	1.48%	60.63%	60,634.15
26/05/2014	1,457.02	798.40	2,255.42	1.46%	59.18%	59,177.13
25/08/2014	1,433.87	797.87	2,222.54	1.43%	57.74%	57,743.46
25/11/2014	1,411.01	777.23	2,188.24	1.41%	56.33%	56,332.45
25/02/2015	1,387.10	758.24	2,145.34	1.39%	54.95%	54,945.35
25/05/2015	1,364.55	715.45	2,080.00	1.36%	53.58%	53,580.80
25/08/2015	1,342.93	721.20	2,064.13	1.34%	52.24%	52,237.87
25/11/2015	1,322.23	703.13	2,025.36	1.32%	50.92%	50,915.64
25/02/2016	1,300.62	685.33	1,985.95	1.30%	49.62%	49,615.02
25/05/2016	1,278.88	653.31	1,932.19	1.28%	48.34%	48,336.14
25/08/2016	1,256.01	650.61	1,906.62	1.26%	47.08%	47,080.13
25/11/2016	1,132.21	633.70	1,765.91	1.13%	45.95%	45,947.92
27/02/2017	1,111.50	631.91	1,743.41	1.11%	44.84%	44,836.42
25/05/2017	1,091.40	570.70	1,662.10	1.09%	43.75%	43,745.02
25/08/2017	1,072.23	588.81	1,661.04	1.07%	42.67%	42,672.79
27/11/2017	1,053.91	586.87	1,640.78	1.05%	41.62%	41,618.88
26/02/2018	1,035.10	552.70	1,587.80	1.04%	40.58%	40,582.70
25/05/2018	1,017.81	522.50	1,540.31	1.02%	39.56%	39,564.97
27/08/2018	999.53	544.13	1,543.66	1.00%	38.57%	38,565.44
26/11/2018	981.30	513.45	1,494.75	0.98%	37.58%	37,584.14
25/02/2019	964.59	500.39	1,464.98	0.96%	36.62%	36,619.55
27/05/2019	947.78	487.55	1,435.33	0.95%	35.67%	35,671.77
26/08/2019	931.29	474.93	1,406.22	0.94%	34.74%	34,740.48
25/11/2019	915.34	462.53	1,377.87	0.92%	33.83%	33,825.14
25/02/2020	900.50	455.29	1,355.79	0.90%	32.92%	32,924.64
25/05/2020	885.61	433.54	1,319.15	0.89%	32.04%	32,039.03
25/08/2020	870.33	431.25	1,301.58	0.87%	31.17%	31,168.70
25/11/2020	854.77	419.53	1,274.30	0.85%	30.31%	30,313.93
25/02/2021	838.71	408.03	1,246.74	0.84%	29.48%	29,475.22
25/05/2021	823.38	383.80	1,205.18	0.82%	28.65%	28,653.84
25/08/2021	804.59	385.68	1,190.27	0.80%	27.85%	27,849.25
25/11/2021	786.49	374.85	1,161.34	0.79%	27.06%	27,062.76
25/02/2022	766.83	364.27	1,131.10	0.77%	26.30%	26,295.93
25/05/2022	749.58	342.40	1,091.98	0.75%	25.55%	25,546.35
25/08/2022	735.58	343.86	1,079.44	0.74%	24.81%	24,810.77
25/11/2022	720.68	333.96	1,054.64	0.72%	24.09%	24,090.09
27/02/2023	705.75	331.30	1,037.05	0.71%	23.38%	23,384.34
25/05/2023	691.80	297.65	989.45	0.69%	22.69%	22,692.54
25/08/2023	678.53	305.44	983.97	0.68%	22.01%	22,014.01
27/11/2023	665.66	302.75	968.41	0.67%	21.35%	21,348.35
26/02/2024	652.83	284.23	937.06	0.65%	20.70%	20,695.52
27/05/2024	640.53	275.54	916.07	0.64%	20.05%	20,054.99
26/08/2024	627.84	267.01	894.59	0.63%	19.43%	19,427.41
25/11/2024	614.78	258.65	873.43	0.61%	18.81%	18,812.63
25/02/2025	602.85	253.22	856.07	0.60%	18.21%	18,209.78
26/05/2025	590.59	239.78	830.37	0.59%	17.62%	17,619.19
25/08/2025	577.28	234.58	811.86	0.58%	17.04%	17,041.91
25/11/2025	564.27	229.39	793.66	0.56%	16.48%	16,477.64
25/02/2026	551.11	221.79	772.90	0.55%	15.93%	15,923.63
25/05/2026	536.66	207.38	744.04	0.54%	15.39%	15,389.87
25/08/2026	521.64	207.15	728.79	0.52%	14.87%	14,868.23
25/11/2026	506.55	200.13	706.68	0.51%	14.36%	14,361.68
25/02/2027	491.09	193.31	684.40	0.49%	13.87%	13,870.59
25/05/2027	476.58	180.61	657.19	0.48%	13.39%	13,394.01
25/08/2027	461.87	180.24	642.11	0.46%	12.92%	12,924.46
25/11/2027	453.96	172.87	626.83	0.45%	12.48%	12,475.46
25/02/2028	441.89	167.92	609.81	0.44%	12.03%	12,033.57
25/05/2028	430.32	158.45	588.77	0.43%	11.60%	11,603.25
25/08/2028	420.26	156.18	576.44	0.42%	11.18%	11,182.99
27/11/2028	409.95	153.80	563.75	0.41%	10.77%	10,773.04
26/02/2029	400.70	143.43	544.13	0.40%	10.37%	10,372.34
25/05/2029	391.67	133.24	524.91	0.39%	9.98%	9,980.67
27/08/2029	381.56	137.26	518.82	0.38%	9.60%	9,598.11
26/11/2029	3,999.11	127.80	9,726.91	0.38%	0.00%	0.00
<b>100,000.00</b>	<b>49,383.99</b>	<b>149,383.99</b>	<b>100.00%</b>			

SERIES A BONDS Flows for each EUR 100,000.00 withholding from bondholder (CPR 8%)						
Payment date	Amortization	Gross interest	Total	% Initial Balance	% Remaining Balance	Remaining Balance
25/06/2008			-100,000.00			100,000.00
25/11/2008	4,614.90	2,277.58	6,892.48	4.61%	95.39%	95,385.10
25/02/2009	2,886.49	1,283.89	4,170.38	2.69%	92.70%	92,698.61
25/05/2009	2,626.25	1,207.05	3,833.30	2.63%	90.07%	90,072.36
25/08/2009	2,583.35	1,212.39	3,795.73	2.58%	87.49%	87,489.01
25/11/2009	2,532.57	1,177.61	3,710.18	2.53%	84.96%	84,956.44
25/02/2010	2,474.81	1,143.52	3,618.33	2.47%	82.48%	82,481.63
25/05/2010	2,418.30	1,074.01	3,492.31	2.42%	80.06%	80,063.33
25/08/2010	2,363.00	1,077.66	3,440.66	2.36%	77.70%	77,700.33
25/11/2010	2,308.90	1,045.86	3,354.76	2.31%	75.39%	75,391.43
25/02/2011	2,255.96	1,014.78	3,270.74	2.26%	73.14%	73,135.47
25/05/2011	2,204.17	952.31	3,156.48	2.20%	70.93%	70,931.30
25/08/2011	2,153.50	954.74	3,108.24	2.15%	68.78%	68,777.80
25/11/2011	2,103.92	925.76	3,029.68	2.10%	66.67%	66,673.88
27/02/2012	2,055.41	916.95	2,972.36	2.06%	64.62%	64,618.47
25/05/2012	2,007.95	831.96	2,839.91	2.01%	62.61%	62,610.52
27/08/2012	1,961.52	861.07	2,822.59	1.96%	60.65%	60,649.00
26/11/2012	1,916.10	807.47	2,723.57	1.92%	58.73%	58,722.90
25/02/2013	1,871.06	781.96	2,653.02	1.87%	56.86%	56,861.84
27/05/2013	1,822.53	757.05	2,579.58	1.82%	55.04%	55,039.31
26/08/2013	1,772.97	732.78	2,505.75	1.77%	53.27%	53,266.34
25/11/2013	1,725.48	709.18	2,434.66	1.73%	51.54%	51,540.86
25/02/2014	1,680.52	693.75	2,374.27	1.68%	49.86%	49,860.34
26/05/2014	1,636.75	656.54	2,293.29	1.64%	48.22%	48,223.59
25/08/2014	1,594.88	642.04	2,236.92	1.59%	46.63%	46,628.71
25/11/2014	1,426.80	627.63	2,054.43	1.43%	45.20%	45,201.91
25/02/2015	1,389.26	608.42	1,997.68	1.39%	43.81%	43,812.65
25/05/2015	1,353.36	570.49	1,923.85	1.35%	42.46%	42,459.29
25/08/2015	1,318.76	571.51	1,890.27	1.32%	41.14%	41,140.53
25/11/2015	1,285.42	553.76	1,839.18	1.29%	39.86%	39,855.11
25/02/2016	1,251.99	536.45	1,788.44	1.25%	38.60%	38,603.12
25/05/2016	1,219.05	508.31	1,727.36	1.22%	37.38%	37,384.07
25/08/2016	1,185.88	503.19	1,689.07	1.19%	36.20%	36,198.19
25/11/2016	1,152.79	487.23	1,640.02	1.15%	35.05%	35,045.40
27/02/2017	1,121.00	481.97	1,602.97	1.12%	33.92%	33,924.40
25/05/2017	1,090.24	431.81	1,522.05	1.09%	32.83%	32,834.16
25/08/2017	1,060.71	441.95	1,502.66	1.06%	31.77%	31,773.45
27/11/2017	1,032.32	436.97	1,469.29	1.03%	30.74%	30,741.13
26/02/2018	1,004.81	408.28	1,414.09	1.00%	29.74%	29,736.32
25/05/2018	977.41	382.85	1,360.26	0.98%	28.76%	28,758.91
27/08/2018	950.51	395.51	1,346.02	0.95%	27.81%	27,808.40
26/11/2018	924.13	370.24	1,294.37	0.92%	26.88%	26,884.27
25/02/2019	899.27	357.93	1,257.20	0.90%	25.99%	25,985.00
27/05/2019	874.79	345.96	1,220.75	0.87%	25.11%	25,110.21
26/08/2019	850.95	334.26	1,185.21	0.85%	24.26%	24,259.93
25/11/2019	827.91	322.98	1,150.89	0.83%	23.43%	23,431.35
25/02/2020	806.03	315.39	1,121.42	0.81%	22.63%	22,625.32
25/05/2020	784.50	297.92	1,082.42	0.78%	21.84%	21,840.82
25/08/2020	763.07	293.98	1,057.05	0.76%	21.08%	21,077.

**SERIES B BONDS**  
Flows for each EUR 100,000.00 withholding from bondholder (CPR 5%)

Payment date	Amortization	Gross interest	Total	% Initial Balance	% Remaining Balance	Remaining Balance
25/06/2008	0.00	2,405.08	-100,000.00	0.00%	100.00%	100,000.00
25/11/2008	0.00	2,405.08	100,000.00	0.00%	100.00%	100,000.00
25/02/2009	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/05/2009	0.00	1,376.29	1,376.29	0.00%	100.00%	100,000.00
25/08/2009	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/11/2009	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/02/2010	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/05/2010	0.00	1,376.29	1,376.29	0.00%	100.00%	100,000.00
25/08/2010	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/11/2010	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/02/2011	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/05/2011	0.00	1,376.29	1,376.29	0.00%	100.00%	100,000.00
25/08/2011	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/11/2011	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
27/02/2012	0.00	1,453.61	1,453.61	0.00%	100.00%	100,000.00
25/05/2012	0.00	1,360.82	1,360.82	0.00%	100.00%	100,000.00
27/08/2012	0.00	1,453.61	1,453.61	0.00%	100.00%	100,000.00
26/11/2012	0.00	1,407.21	1,407.21	0.00%	100.00%	100,000.00
25/02/2013	0.00	1,407.21	1,407.21	0.00%	100.00%	100,000.00
27/05/2013	0.00	1,407.21	1,407.21	0.00%	100.00%	100,000.00
26/08/2013	0.00	1,407.21	1,407.21	0.00%	100.00%	100,000.00
25/11/2013	0.00	1,407.21	1,407.21	0.00%	100.00%	100,000.00
25/02/2014	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
26/05/2014	0.00	1,391.75	1,391.75	0.00%	100.00%	100,000.00
25/08/2014	0.00	1,407.21	1,407.21	0.00%	100.00%	100,000.00
25/11/2014	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/02/2015	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/05/2015	0.00	1,376.29	1,376.29	0.00%	100.00%	100,000.00
25/08/2015	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/11/2015	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/02/2016	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/05/2016	0.00	1,391.75	1,391.75	0.00%	100.00%	100,000.00
25/08/2016	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/11/2016	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
27/02/2017	2,360.86	1,418.65	3,779.51	2.36%	95.23%	95,234.28
25/05/2017	2,318.17	1,281.24	3,599.41	2.32%	92.92%	92,916.11
25/08/2017	2,277.46	1,321.90	3,599.36	2.28%	90.64%	90,638.65
27/11/2017	2,238.54	1,317.53	3,556.07	2.24%	88.40%	88,400.11
26/02/2018	2,200.72	1,243.98	3,444.70	2.20%	86.20%	86,199.39
25/05/2018	2,161.46	1,173.02	3,334.48	2.16%	84.04%	84,037.53
27/08/2018	2,123.04	1,221.57	3,344.61	2.12%	81.91%	81,914.49
26/11/2018	2,084.33	1,152.71	3,237.04	2.08%	79.83%	79,830.16
25/02/2019	2,048.82	1,123.38	3,172.20	2.05%	77.78%	77,781.34
27/05/2019	2,013.12	1,094.55	3,107.67	2.01%	75.77%	75,768.22
26/08/2019	1,978.10	1,066.22	3,044.32	1.98%	73.79%	73,790.12
25/11/2019	1,942.10	1,038.38	2,980.48	1.94%	71.85%	71,845.90
25/02/2020	1,912.70	1,022.14	2,934.84	1.91%	69.93%	69,933.20
25/05/2020	1,881.08	973.30	2,854.38	1.88%	68.05%	68,052.12
25/08/2020	1,848.61	966.16	2,814.77	1.85%	66.20%	66,203.51
25/11/2020	1,815.57	941.86	2,757.43	1.82%	64.39%	64,387.94
25/02/2021	1,781.45	916.03	2,697.48	1.78%	62.60%	62,606.49
25/05/2021	1,744.64	861.64	2,606.28	1.74%	60.86%	60,861.85
25/08/2021	1,708.98	865.87	2,574.85	1.71%	59.15%	59,152.87
25/11/2021	1,670.54	841.55	2,512.09	1.67%	57.48%	57,482.33
25/02/2022	1,628.78	817.79	2,446.57	1.63%	55.85%	55,853.55
25/05/2022	1,592.14	768.70	2,360.84	1.59%	54.26%	54,261.41
25/08/2022	1,562.41	771.97	2,334.38	1.56%	52.70%	52,699.00
25/11/2022	1,530.74	749.74	2,280.48	1.53%	51.17%	51,168.26
27/02/2023	1,499.04	743.78	2,242.82	1.50%	49.67%	49,669.22
25/05/2023	1,469.41	688.23	2,157.64	1.47%	48.20%	48,199.81
25/08/2023	1,441.23	685.73	2,126.96	1.44%	46.76%	46,758.58
27/11/2023	1,413.90	678.69	2,092.59	1.41%	45.34%	45,344.68
26/02/2024	1,386.64	638.10	2,024.74	1.39%	43.95%	43,958.04
27/05/2024	1,360.51	619.58	1,979.09	1.36%	42.60%	42,597.50
26/08/2024	1,333.01	599.44	1,932.45	1.33%	41.26%	41,264.52
25/11/2024	1,305.81	580.68	1,886.49	1.31%	39.96%	39,958.71
25/02/2025	1,280.48	568.48	1,848.96	1.28%	38.68%	38,678.23
26/05/2025	1,254.44	538.30	1,792.74	1.25%	37.42%	37,423.79
25/08/2025	1,226.17	526.63	1,752.80	1.23%	36.19%	36,197.62
25/11/2025	1,198.53	514.98	1,713.51	1.20%	35.00%	34,999.09
25/02/2026	1,170.58	497.92	1,668.50	1.17%	33.83%	33,828.51
26/05/2026	1,139.88	465.58	1,605.46	1.14%	32.69%	32,688.63
25/08/2026	1,107.99	460.04	1,568.03	1.11%	31.58%	31,567.99
25/11/2026	1,075.93	448.29	1,525.22	1.08%	30.50%	30,504.71
25/02/2027	1,043.09	433.98	1,477.07	1.04%	29.46%	29,461.62
25/05/2027	1,012.27	405.48	1,417.75	1.01%	28.45%	28,449.35
25/08/2027	986.81	404.74	1,391.55	0.99%	27.46%	27,462.54
25/11/2027	964.22	390.70	1,354.92	0.96%	26.50%	26,498.32
25/02/2028	938.58	375.94	1,315.57	0.94%	25.57%	25,559.74
25/05/2028	914.01	355.73	1,269.74	0.91%	24.65%	24,645.73
25/08/2028	892.64	350.63	1,243.27	0.89%	23.75%	23,753.09
27/11/2028	870.75	345.28	1,216.03	0.87%	22.88%	22,882.34
26/02/2029	851.09	322.00	1,173.09	0.85%	22.03%	22,031.25
25/05/2029	831.92	299.81	1,131.73	0.83%	21.20%	21,199.33
27/08/2029	810.45	306.15	1,118.60	0.81%	20.39%	20,388.88
26/11/2029	20,388.88	286.92	20,675.80	20.39%	0.00%	0.00
<b>100,000.00</b>	<b>86,063.35</b>	<b>186,063.35</b>	<b>100.00%</b>			

**SERIES B BONDS**  
Flows for each EUR 100,000.00 withholding from bondholder (CPR 8%)

Payment date	Amortization	Gross interest	Total	% Initial Balance	% Remaining Balance	Remaining Balance
25/06/2008	0.00	2,405.08	-100,000.00	0.00%	100.00%	100,000.00
25/11/2008	0.00	2,405.08	100,000.00	0.00%	100.00%	100,000.00
25/02/2009	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/05/2009	0.00	1,376.29	1,376.29	0.00%	100.00%	100,000.00
25/08/2009	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/11/2009	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/02/2010	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/05/2010	0.00	1,376.29	1,376.29	0.00%	100.00%	100,000.00
25/08/2010	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/11/2010	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/02/2011	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/05/2011	0.00	1,376.29	1,376.29	0.00%	100.00%	100,000.00
25/08/2011	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
25/11/2011	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
27/02/2012	0.00	1,453.61	1,453.61	0.00%	100.00%	100,000.00
25/05/2012	0.00	1,360.82	1,360.82	0.00%	100.00%	100,000.00
27/08/2012	0.00	1,453.61	1,453.61	0.00%	100.00%	100,000.00
26/11/2012	0.00	1,407.21	1,407.21	0.00%	100.00%	100,000.00
25/02/2013	0.00	1,407.21	1,407.21	0.00%	100.00%	100,000.00
27/05/2013	0.00	1,407.21	1,407.21	0.00%	100.00%	100,000.00
26/08/2013	0.00	1,407.21	1,407.21	0.00%	100.00%	100,000.00
25/11/2013	0.00	1,407.21	1,407.21	0.00%	100.00%	100,000.00
25/02/2014	0.00	1,422.68	1,422.68	0.00%	100.00%	100,000.00
26/05/2014	0.00	1,391.75	1,391.75	0.00%	100.00%	100,000.00
25/08/2014	0.00	1,407.21	1,407.21	0.00%	100.00%	100,000.00
25/11/2014	3,059.91	1,422.68	4,482.59	3.06%	96.94%	96,940.09
25/02/2015	2,979.40	1,379.15	4,358.55	2.98%	93.96%	93,960.00
25/05/2015	2,902.42	1,293.17	4,195.59	2.90%	91.06%	91,058.27
25/08/2015	2,828.21	1,295.47	4,123.68	2.83%	88.23%	88,230.06
25/11/2015	2,756.71	1,255.23	4,011.94	2.76%	85.47%	85,473.35
25/02/2016	2,685.03	1,216.01	3,901.04	2.69%	82.79%	82,788.32
25/05/2016	2,614.38	1,152.21	3,766.59	2.61%	80.17%	80,173.94
25/08/2016	2,543.25	1,140.62	3,683.87	2.54%	77.63%	77,630.69
25/11/2016	2,472.26	1,104.43	3,576.69	2.47%	75.16%	75,168.43
27/02/2017	2,404.10	1,092.51	3,496.61	2.40%	72.75%	72,754.33
25/05/2017	2,338.13	978.81	3,316.94	2.34%	70.42%	70,416.20
25/08/2017	2,274.81	1,001.80	3,276.61	2.27%	68.14%	68,141.39
27/11/2017	2,213.92	990.51	3,204.43	2.21%	65.93%	65,927.47
26/02/2018	2,154.91	927.74	3,082.65	2.15%	63.77%	63,772.56
25/05/2018	2,096.16	867.83	2,963.99	2.10%	61.68%	61,676.40
27/08/2018	2,038.48	896.53	2,935.01	2.04%	59.64%	59,637.92
26/11/2018	1,981.88	839.23	2,821.11	1.98%	57.66%	57,656.04
25/02/2019	1,928.57	811.34	2,739.91	1.93%	55.73%	55,727.47
27/05/2019	1,876.07	784.20	2,660.27	1.88%	53.85%	53,851.40
26/08/2019	1,824.96	757.80	2,582.76	1.82%	52.03%	52,028.44
25/11/2019	1,775.53	732.12	2,507.65	1.78%	50.25%	50,250.91

SERIES C BONDS						
Flows for each EUR 100,000.00 withholding from bondholder (CPR 8%)						
Payment date	Amortization	Gross interest	Total	% Initial Balance	% Remaining Balance	Remaining Balance
25/06/2008			-100,000.00			100,000.00
25/11/2008	0.00	2,660.08	2,660.08	0.00%	100.00%	100,000.00
25/02/2009	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/05/2009	0.00	1,524.62	1,524.62	0.00%	100.00%	100,000.00
25/08/2009	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/11/2009	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/02/2010	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/05/2010	0.00	1,524.62	1,524.62	0.00%	100.00%	100,000.00
25/08/2010	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/11/2010	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/02/2011	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/05/2011	0.00	1,524.62	1,524.62	0.00%	100.00%	100,000.00
25/08/2011	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/11/2011	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
27/02/2012	0.00	1,610.27	1,610.27	0.00%	100.00%	100,000.00
25/05/2012	0.00	1,507.49	1,507.49	0.00%	100.00%	100,000.00
27/08/2012	0.00	1,610.27	1,610.27	0.00%	100.00%	100,000.00
26/11/2012	0.00	1,558.88	1,558.88	0.00%	100.00%	100,000.00
25/02/2013	0.00	1,558.88	1,558.88	0.00%	100.00%	100,000.00
27/05/2013	0.00	1,558.88	1,558.88	0.00%	100.00%	100,000.00
26/08/2013	0.00	1,558.88	1,558.88	0.00%	100.00%	100,000.00
25/11/2013	0.00	1,558.88	1,558.88	0.00%	100.00%	100,000.00
25/02/2014	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
26/05/2014	0.00	1,541.75	1,541.75	0.00%	100.00%	100,000.00
25/08/2014	0.00	1,558.88	1,558.88	0.00%	100.00%	100,000.00
25/11/2014	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/02/2015	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/05/2015	0.00	1,524.62	1,524.62	0.00%	100.00%	100,000.00
25/08/2015	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/11/2015	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/02/2016	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/05/2016	0.00	1,541.75	1,541.75	0.00%	100.00%	100,000.00
25/08/2016	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/11/2016	2,404.86	1,576.01	3,980.87	2.40%	97.60%	97,595.14
27/02/2017	2,360.86	1,571.55	3,932.41	2.36%	95.23%	95,234.28
25/05/2017	2,318.17	1,419.33	3,737.50	2.32%	92.92%	92,916.11
25/08/2017	2,277.46	1,464.37	3,741.83	2.28%	90.64%	90,638.65
27/11/2017	2,238.54	1,459.53	3,698.07	2.24%	88.40%	88,400.11
26/02/2018	2,200.72	1,378.05	3,578.77	2.20%	86.20%	86,199.39
25/05/2018	2,161.86	1,299.45	3,461.31	2.16%	84.04%	84,037.53
27/08/2018	2,123.04	1,353.23	3,476.27	2.12%	81.91%	81,914.49
26/11/2018	2,084.33	1,276.95	3,361.28	2.08%	79.83%	79,830.16
25/02/2019	2,048.82	1,244.46	3,293.28	2.05%	77.78%	77,781.34
27/05/2019	2,013.12	1,212.52	3,225.64	2.01%	75.77%	75,768.22
26/08/2019	1,978.10	1,181.14	3,159.24	1.98%	73.79%	73,750.12
25/11/2019	1,944.22	1,150.30	3,094.52	1.94%	71.85%	71,845.90
25/02/2020	1,912.70	1,132.30	3,045.00	1.91%	69.93%	69,933.20
25/05/2020	1,881.08	1,078.20	2,959.28	1.88%	68.05%	68,052.12
25/08/2020	1,848.61	1,072.51	2,921.12	1.85%	66.20%	66,203.51
25/11/2020	1,815.57	1,043.37	2,858.94	1.82%	64.39%	64,387.94
25/02/2021	1,781.45	1,014.76	2,796.21	1.78%	62.61%	62,606.49
25/05/2021	1,744.64	954.51	2,699.15	1.74%	60.86%	60,861.85
25/08/2021	1,708.98	959.19	2,668.17	1.71%	59.15%	59,152.87
25/11/2021	1,670.54	932.26	2,602.80	1.67%	57.48%	57,482.33
25/02/2022	1,628.78	905.93	2,534.71	1.63%	55.85%	55,853.55
25/05/2022	1,592.14	851.55	2,443.69	1.59%	54.26%	54,261.41
25/08/2022	1,562.41	855.17	2,417.58	1.56%	52.70%	52,699.00
25/11/2022	1,530.74	830.54	2,361.28	1.53%	51.17%	51,168.26
27/02/2023	1,499.04	823.95	2,322.99	1.50%	49.67%	49,669.52
25/05/2023	1,469.41	740.25	2,209.66	1.47%	48.20%	48,199.81
25/08/2023	1,441.23	759.63	2,200.86	1.44%	46.76%	46,758.58
27/11/2023	1,413.90	752.94	2,166.84	1.41%	45.34%	45,344.68
26/02/2024	1,386.64	706.87	2,093.51	1.39%	43.96%	43,958.04
27/05/2024	1,360.51	695.25	2,045.76	1.36%	42.60%	42,597.53
26/08/2024	1,333.01	684.04	1,997.05	1.33%	41.26%	41,264.52
25/11/2024	1,305.81	643.26	1,949.07	1.31%	39.96%	39,958.71
25/02/2025	1,280.48	629.75	1,910.23	1.28%	38.68%	38,678.23
26/05/2025	1,254.44	596.32	1,850.76	1.25%	37.42%	37,423.79
25/08/2025	1,226.17	583.39	1,809.56	1.23%	36.20%	36,197.62
25/11/2025	1,198.53	570.48	1,769.01	1.20%	35.00%	34,999.09
25/02/2026	1,170.58	551.59	1,722.17	1.17%	33.83%	33,828.51
25/05/2026	1,139.88	515.76	1,655.64	1.14%	32.69%	32,688.63
25/08/2026	1,107.99	515.18	1,623.17	1.11%	31.58%	31,580.64
25/11/2026	1,075.93	497.71	1,573.64	1.08%	30.50%	30,504.71
25/02/2027	1,043.09	480.76	1,523.85	1.04%	29.46%	29,461.62
25/05/2027	1,012.27	449.18	1,461.45	1.01%	28.45%	28,449.35
25/08/2027	980.36	438.12	1,418.48	0.98%	27.46%	27,462.54
25/11/2027	964.22	432.81	1,397.03	0.98%	26.50%	26,498.32
25/02/2028	938.58	417.62	1,356.20	0.94%	25.56%	25,559.74
25/05/2028	914.01	394.07	1,308.08	0.91%	24.65%	24,645.73
25/08/2028	892.64	388.42	1,281.06	0.89%	23.75%	23,753.09
27/11/2028	870.75	382.49	1,253.24	0.87%	22.88%	22,882.34
26/02/2029	851.09	356.71	1,207.80	0.85%	22.03%	22,031.25
25/05/2029	831.92	331.22	1,163.14	0.83%	21.19%	21,164.04
27/08/2029	810.45	341.37	1,151.82	0.81%	20.39%	20,388.88
26/11/2029	20,388.88	317.84	20,706.72	20.39%	0.00%	0.00
<b>100,000.00</b>	<b>95,334.83</b>	<b>195,334.83</b>	<b>100.00%</b>			

SERIES C BONDS						
Flows for each EUR 100,000.00 withholding from bondholder (CPR 8%)						
Payment date	Amortization	Gross interest	Total	% Initial Balance	% Remaining Balance	Remaining Balance
25/06/2008			-100,000.00			100,000.00
25/11/2008	0.00	2,660.08	2,660.08	0.00%	100.00%	100,000.00
25/02/2009	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/05/2009	0.00	1,524.62	1,524.62	0.00%	100.00%	100,000.00
25/08/2009	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/11/2009	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/02/2010	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/05/2010	0.00	1,524.62	1,524.62	0.00%	100.00%	100,000.00
25/08/2010	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/11/2010	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/02/2011	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/05/2011	0.00	1,524.62	1,524.62	0.00%	100.00%	100,000.00
25/08/2011	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/11/2011	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
27/02/2012	0.00	1,610.27	1,610.27	0.00%	100.00%	100,000.00
25/05/2012	0.00	1,507.49	1,507.49	0.00%	100.00%	100,000.00
27/08/2012	0.00	1,610.27	1,610.27	0.00%	100.00%	100,000.00
26/11/2012	0.00	1,558.88	1,558.88	0.00%	100.00%	100,000.00
25/02/2013	0.00	1,558.88	1,558.88	0.00%	100.00%	100,000.00
27/05/2013	0.00	1,558.88	1,558.88	0.00%	100.00%	100,000.00
26/08/2013	0.00	1,558.88	1,558.88	0.00%	100.00%	100,000.00
25/11/2013	0.00	1,558.88	1,558.88	0.00%	100.00%	100,000.00
25/02/2014	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
26/05/2014	0.00	1,541.75	1,541.75	0.00%	100.00%	100,000.00
25/08/2014	0.00	1,558.88	1,558.88	0.00%	100.00%	100,000.00
25/11/2014	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/02/2015	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/05/2015	0.00	1,524.62	1,524.62	0.00%	100.00%	100,000.00
25/08/2015	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/11/2015	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/02/2016	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/05/2016	0.00	1,541.75	1,541.75	0.00%	100.00%	100,000.00
25/08/2016	0.00	1,576.01	1,576.01	0.00%	100.00%	100,000.00
25/11/2016	2,404.86	1,576.01	3,980.87	2.40%	97.60%	97,595.14
27/02/2017	2,360.86	1,571.55	3,932.41	2.36%	95.23%	95,234.28
25/05/2017	2,318.17	1,419.33	3,737.50	2.32%	92.92%	92,916.11
25/08/2017	2,277.46	1,464.37	3,741.83	2.28%	90.64%	90,638.65
27/11/2017	2,238.54	1,459.53	3,698.07	2.24%	88.40%	88,400.11
26/02/2018	2,200.72	1,378.05	3,578.77	2.20%	86.20%	86,199.39
25/05/2018	2,161.86	1,299.45	3,461.31	2.16%	84.04%	84,037.53
27/08/2018	2,123.04	1,353.23	3,476.27	2.12%	81.91%	81,914.49
26/11/2018	2,084.33	1,276.95	3,361.28	2.08%	79.83%	79,830.16
25/02/2019	2,048.82	1,244.46	3,293.28	2.05%	77.78%	77,781.34
27/05/2019	2,013.12	1,212.52	3,225.64	2.01%	75.77%	75,768.22
26/08/2019	1,978.10	1,181.14	3,159.24	1.98%	73.79%	73,750.12
25/11/2019	1,944.22	1,150.30	3,094.52	1.94%	71.85%	71,845.90
25/02/2020	1,912.70	1,132.30	3,045.00	1.91%	69.93%	

**SERIES D BONDS**  
Flows for each EUR 100,000.00 withholding from bondholder  
(CFR 5%)

Payment date	Amortization	Gross Interest	Total	% Initial Balance	% Remaining Balance	Remaining Balance
25/06/2008	0.00	3,000.08	-100,000.00	0.00%	100.00%	100,000.00
25/11/2008	0.00	3,000.08	3,000.08	0.00%	100.00%	100,000.00
25/02/2009	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/05/2009	0.00	1,722.40	1,722.40	0.00%	100.00%	100,000.00
25/08/2009	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/11/2009	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/02/2010	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/05/2010	0.00	1,722.40	1,722.40	0.00%	100.00%	100,000.00
25/08/2010	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/11/2010	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/02/2011	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/05/2011	0.00	1,722.40	1,722.40	0.00%	100.00%	100,000.00
25/08/2011	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/11/2011	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
27/02/2012	0.00	1,819.16	1,819.16	0.00%	100.00%	100,000.00
25/05/2012	0.00	1,703.04	1,703.04	0.00%	100.00%	100,000.00
27/08/2012	0.00	1,819.16	1,819.16	0.00%	100.00%	100,000.00
26/11/2012	0.00	1,761.10	1,761.10	0.00%	100.00%	100,000.00
25/02/2013	0.00	1,761.10	1,761.10	0.00%	100.00%	100,000.00
27/05/2013	0.00	1,761.10	1,761.10	0.00%	100.00%	100,000.00
26/08/2013	0.00	1,761.10	1,761.10	0.00%	100.00%	100,000.00
25/11/2013	0.00	1,761.10	1,761.10	0.00%	100.00%	100,000.00
25/02/2014	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
26/05/2014	0.00	1,741.75	1,741.75	0.00%	100.00%	100,000.00
25/08/2014	0.00	1,761.10	1,761.10	0.00%	100.00%	100,000.00
26/08/2014	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/02/2015	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/05/2015	0.00	1,722.40	1,722.40	0.00%	100.00%	100,000.00
25/08/2015	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/11/2015	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/02/2016	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/05/2016	0.00	1,741.75	1,741.75	0.00%	100.00%	100,000.00
25/08/2016	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/11/2016	2,404.86	1,780.46	4,185.32	2.40%	97.60%	97,595.14
27/02/2017	2,360.86	1,775.41	4,136.27	2.36%	95.23%	95,234.28
25/05/2017	2,318.17	1,693.45	3,991.62	2.32%	92.86%	92,861.09
25/08/2017	2,277.46	1,654.33	3,931.79	2.28%	90.54%	90,543.64
27/11/2017	2,238.54	1,648.86	3,887.40	2.24%	88.40%	88,400.00
26/02/2018	2,200.72	1,556.82	3,757.54	2.20%	86.20%	86,199.38
25/05/2018	2,161.86	1,468.01	3,629.87	2.16%	84.05%	84,050.88
27/08/2018	2,123.04	1,528.78	3,651.82	2.12%	81.91%	81,914.49
26/11/2018	2,084.33	1,442.60	3,526.93	2.08%	79.83%	79,830.16
25/02/2019	2,048.82	1,405.89	3,454.71	2.05%	77.78%	77,781.34
27/05/2019	2,013.12	1,369.81	3,382.93	2.01%	75.77%	75,776.22
26/08/2019	1,978.10	1,334.36	3,312.46	1.98%	73.79%	73,790.11
25/11/2019	1,944.22	1,299.52	3,243.74	1.94%	71.85%	71,845.90
25/02/2020	1,912.70	1,279.18	3,191.88	1.91%	69.93%	69,930.20
25/05/2020	1,881.08	1,218.06	3,099.14	1.88%	68.05%	68,052.12
25/08/2020	1,848.61	1,211.64	3,060.25	1.85%	66.20%	66,203.51
25/11/2020	1,815.07	1,179.72	2,994.79	1.82%	64.39%	64,387.94
25/02/2021	1,781.45	1,146.40	2,927.85	1.78%	62.61%	62,606.49
25/05/2021	1,744.64	1,078.33	2,822.97	1.74%	60.86%	60,861.85
25/08/2021	1,708.98	1,083.62	2,792.60	1.71%	59.15%	59,152.87
25/11/2021	1,670.54	1,053.19	2,723.73	1.67%	57.46%	57,462.33
25/02/2022	1,628.78	1,023.45	2,652.23	1.63%	55.85%	55,853.55
25/05/2022	1,592.14	962.02	2,554.16	1.59%	54.26%	54,261.41
25/08/2022	1,562.41	962.10	2,524.51	1.56%	52.70%	52,699.00
25/11/2022	1,530.74	938.28	2,469.02	1.53%	51.17%	51,168.26
27/02/2023	1,499.04	900.83	2,429.87	1.50%	49.67%	49,669.22
25/05/2023	1,469.41	836.28	2,305.69	1.47%	48.20%	48,199.81
25/08/2023	1,441.23	868.18	2,299.41	1.44%	46.76%	46,758.58
27/11/2023	1,413.90	850.61	2,264.51	1.41%	45.34%	45,344.68
26/02/2024	1,386.64	798.57	2,185.21	1.38%	43.96%	43,968.05
27/05/2024	1,360.51	774.15	2,134.66	1.36%	42.60%	42,629.53
26/08/2024	1,333.01	750.19	2,083.20	1.33%	41.26%	41,264.53
25/11/2024	1,305.81	726.71	2,032.52	1.31%	39.96%	39,958.72
25/02/2025	1,280.48	711.45	1,991.93	1.28%	38.68%	38,678.24
26/05/2025	1,254.44	673.68	1,928.12	1.25%	37.42%	37,423.79
25/08/2025	1,228.17	659.07	1,885.24	1.23%	36.20%	36,197.62
25/11/2025	1,198.53	644.48	1,843.01	1.20%	35.00%	34,999.09
25/02/2026	1,170.58	623.14	1,793.72	1.17%	33.83%	33,828.51
25/05/2026	1,139.88	582.66	1,722.54	1.14%	32.69%	32,688.63
25/08/2026	1,107.99	562.01	1,690.00	1.11%	31.58%	31,580.64
25/11/2026	1,075.93	562.28	1,638.21	1.08%	30.50%	30,504.72
25/02/2027	1,043.09	543.12	1,586.21	1.04%	29.46%	29,461.63
25/05/2027	1,012.27	507.45	1,519.72	1.01%	28.45%	28,449.38
25/08/2027	985.81	506.53	1,493.34	0.98%	27.46%	27,462.55
25/11/2027	958.22	488.96	1,453.18	0.95%	26.50%	26,498.33
25/02/2028	938.58	471.79	1,410.37	0.94%	25.56%	25,559.75
25/05/2028	914.01	459.20	1,359.20	0.91%	24.65%	24,645.74
25/08/2028	892.64	438.81	1,331.45	0.89%	23.75%	23,753.10
27/11/2028	870.75	427.11	1,302.86	0.87%	22.88%	22,882.35
26/02/2029	851.09	402.98	1,254.07	0.85%	22.03%	22,031.26
25/05/2029	831.92	375.20	1,207.12	0.83%	21.20%	21,199.33
27/08/2029	810.45	385.65	1,196.10	0.81%	20.39%	20,388.89
26/11/2029	20,388.89	359.07	20,747.96	20.39%	0.00%	0.00
<b>100,000.00</b>	<b>107,696.94</b>	<b>207,696.94</b>	<b>207,696.94</b>	<b>100.00%</b>		

**SERIES D BONDS**  
Flows for each EUR 100,000.00 withholding from bondholder  
(CFR 8%)

Payment date	Amortization	Gross Interest	Total	% Initial Balance	% Remaining Balance	Remaining Balance
25/06/2008	0.00	3,000.08	-100,000.00	0.00%	100.00%	100,000.00
25/11/2008	0.00	3,000.08	3,000.08	0.00%	100.00%	100,000.00
25/02/2009	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/05/2009	0.00	1,722.40	1,722.40	0.00%	100.00%	100,000.00
25/08/2009	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/11/2009	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/02/2010	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/05/2010	0.00	1,722.40	1,722.40	0.00%	100.00%	100,000.00
25/08/2010	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/11/2010	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/02/2011	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/05/2011	0.00	1,722.40	1,722.40	0.00%	100.00%	100,000.00
25/08/2011	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/11/2011	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
27/02/2012	0.00	1,819.16	1,819.16	0.00%	100.00%	100,000.00
25/05/2012	0.00	1,703.04	1,703.04	0.00%	100.00%	100,000.00
27/08/2012	0.00	1,819.16	1,819.16	0.00%	100.00%	100,000.00
26/11/2012	0.00	1,761.10	1,761.10	0.00%	100.00%	100,000.00
25/02/2013	0.00	1,761.10	1,761.10	0.00%	100.00%	100,000.00
27/05/2013	0.00	1,761.10	1,761.10	0.00%	100.00%	100,000.00
26/08/2013	0.00	1,761.10	1,761.10	0.00%	100.00%	100,000.00
25/11/2013	0.00	1,761.10	1,761.10	0.00%	100.00%	100,000.00
25/02/2014	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
26/05/2014	0.00	1,741.75	1,741.75	0.00%	100.00%	100,000.00
25/08/2014	0.00	1,761.10	1,761.10	0.00%	100.00%	100,000.00
26/08/2014	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/02/2015	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/05/2015	0.00	1,722.40	1,722.40	0.00%	100.00%	100,000.00
25/08/2015	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/11/2015	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/02/2016	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/05/2016	0.00	1,741.75	1,741.75	0.00%	100.00%	100,000.00
25/08/2016	0.00	1,780.46	1,780.46	0.00%	100.00%	100,000.00
25/11/2016	2,424.26	1,780.46	4,204.72	2.42%	97.58%	97,584.44
27/02/2017	2,404.10	1,767.23	4,171.33	2.40%	95.17%	95,171.33
25/05/2017	2,381.97	1,685.03	4,067.00	2.38%	92.76%	92,760.00
25/08/2017	2,274.81	1,638.54	3,913.35	2.27%	90.35%	90,353.35
27/11/2017	2,213.92	1,592.66	3,806.58	2.21%	87.94%	87,946.58
26/02/2018	2,154.91	1,546.78	3,701.69	2.15%	85.53%	85,531.69
25/05/2018	2,095.88	1,500.89	3,596.77	2.09%	83.12%	83,126.77
27/08/2018	2,038.48	1,454.91	3,493.39	2.04%	80.71%	80,713.39
26/11/2018	1,981.88	1,408.94	3,390.82	1.98%	78.30%	78,300.82
25/02/2019	1,928.57	1,415.38	3,343.95	1.93%	75.89%	75,893.95
27/05/2019	1,876.07	1,369.41	3,245.48	1.88%	73.48%	73,485.48
26/08/2019	1,824.96	1,323.44	3,148.40	1.83%	71.07%	71,078.40
25/11/2019	1,775.53	1,277.47	3,053.			



**SERIES E BONDS**  
Flows for each EUR 100,000.00 withholding from bondholder  
(CPR 5%)

Payment date	Amortization	Gross interest	Total	% Initial Balance	% Remaining Balance	Remaining Balance
25/06/2008			-100,000.00			100,000.00
25/11/2008	0.00	3,637.58	3,637.58	0.00%	100.00%	100,000.00
25/02/2009	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/05/2009	0.00	2,093.23	2,093.23	0.00%	100.00%	100,000.00
25/08/2009	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/11/2009	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/02/2010	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/05/2010	0.00	2,093.23	2,093.23	0.00%	100.00%	100,000.00
25/08/2010	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/11/2010	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/02/2011	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/05/2011	0.00	2,093.23	2,093.23	0.00%	100.00%	100,000.00
25/08/2011	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/11/2011	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
27/02/2012	0.00	2,210.83	2,210.83	0.00%	100.00%	100,000.00
25/05/2012	0.00	2,069.71	2,069.71	0.00%	100.00%	100,000.00
27/08/2012	0.00	2,210.83	2,210.83	0.00%	100.00%	100,000.00
26/11/2012	0.00	2,140.27	2,140.27	0.00%	100.00%	100,000.00
25/02/2013	0.00	2,140.27	2,140.27	0.00%	100.00%	100,000.00
27/05/2013	0.00	2,140.27	2,140.27	0.00%	100.00%	100,000.00
26/08/2013	0.00	2,140.27	2,140.27	0.00%	100.00%	100,000.00
25/11/2013	0.00	2,140.27	2,140.27	0.00%	100.00%	100,000.00
25/02/2014	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
26/05/2014	0.00	2,116.75	2,116.75	0.00%	100.00%	100,000.00
25/08/2014	0.00	2,140.27	2,140.27	0.00%	100.00%	100,000.00
25/11/2014	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/02/2015	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/05/2015	0.00	2,093.23	2,093.23	0.00%	100.00%	100,000.00
25/08/2015	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/11/2015	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/02/2016	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/05/2016	0.00	2,116.75	2,116.75	0.00%	100.00%	100,000.00
25/08/2016	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/11/2016	1,606.15	2,163.79	2,163.79	1.61%	98.39%	98,393.85
27/02/2017	2,322.95	2,175.32	4,541.55	2.37%	96.03%	96,027.62
25/05/2017	2,322.95	1,964.91	4,287.86	2.32%	93.70%	93,704.67
25/08/2017	2,280.94	2,027.57	4,308.51	2.28%	91.42%	91,423.73
27/11/2017	2,240.88	4,262.10	2,240.88	2.24%	89.18%	89,182.85
25/02/2018	2,202.59	2,163.79	2,163.79	2.20%	86.98%	86,980.06
25/05/2018	2,165.37	1,800.24	3,965.61	2.17%	84.81%	84,814.89
27/08/2018	2,127.15	1,875.11	4,002.26	2.13%	82.69%	82,687.74
26/11/2018	2,088.94	1,769.74	3,858.68	2.09%	80.60%	80,598.80
25/02/2019	2,050.84	1,725.03	3,775.87	2.05%	78.55%	78,547.96
27/05/2019	2,015.92	1,681.14	3,697.06	2.02%	76.53%	76,532.04
26/08/2019	1,980.78	1,637.99	3,618.77	1.98%	74.55%	74,551.26
25/11/2019	1,946.33	1,595.60	3,541.93	1.95%	72.60%	72,604.33
25/02/2020	1,912.99	1,571.02	3,484.01	1.91%	70.69%	70,691.94
25/05/2020	1,881.98	1,496.37	3,378.35	1.88%	68.81%	68,809.96
25/08/2020	1,850.85	1,468.90	3,339.75	1.85%	66.96%	66,959.11
25/11/2020	1,818.33	1,448.85	3,267.78	1.82%	65.14%	65,140.18
25/02/2021	1,786.40	1,409.50	3,195.50	1.79%	63.35%	63,353.78
25/05/2021	1,752.84	1,326.14	3,078.98	1.75%	61.60%	61,600.94
25/08/2021	1,716.62	1,332.91	3,049.53	1.72%	59.88%	59,884.32
25/11/2021	1,681.53	1,295.77	2,977.30	1.68%	58.20%	58,202.79
25/02/2022	1,643.70	1,259.39	2,903.09	1.64%	56.56%	56,559.09
25/05/2022	1,602.62	1,183.91	2,786.53	1.60%	54.96%	54,956.47
25/08/2022	1,566.57	1,109.14	2,755.71	1.57%	53.39%	53,389.90
25/11/2022	1,537.30	1,155.24	2,692.54	1.54%	51.85%	51,852.60
27/02/2023	1,506.17	1,146.37	2,652.54	1.51%	50.35%	50,346.43
25/05/2023	346.43	1,030.18	1,376.61	0.35%	50.00%	50,000.00
25/08/2023	0.00	1,081.89	1,081.89	0.00%	50.00%	50,000.00
27/11/2023	0.00	1,105.41	1,105.41	0.00%	50.00%	50,000.00
26/02/2024	0.00	1,070.13	1,070.13	0.00%	50.00%	50,000.00
27/05/2024	0.00	1,070.13	1,070.13	0.00%	50.00%	50,000.00
26/08/2024	0.00	1,070.13	1,070.13	0.00%	50.00%	50,000.00
25/11/2024	0.00	1,070.13	1,070.13	0.00%	50.00%	50,000.00
25/02/2025	0.00	1,081.89	1,081.89	0.00%	50.00%	50,000.00
25/05/2025	0.00	1,058.38	1,058.38	0.00%	50.00%	50,000.00
25/08/2025	0.00	1,070.13	1,070.13	0.00%	50.00%	50,000.00
25/11/2025	0.00	1,081.89	1,081.89	0.00%	50.00%	50,000.00
25/02/2026	0.00	1,081.89	1,081.89	0.00%	50.00%	50,000.00
25/05/2026	0.00	1,046.62	1,046.62	0.00%	50.00%	50,000.00
25/08/2026	0.00	1,081.89	1,081.89	0.00%	50.00%	50,000.00
25/11/2026	0.00	1,081.89	1,081.89	0.00%	50.00%	50,000.00
25/02/2027	0.00	1,081.89	1,081.89	0.00%	50.00%	50,000.00
25/05/2027	0.00	1,046.62	1,046.62	0.00%	50.00%	50,000.00
25/08/2027	0.00	1,081.89	1,081.89	0.00%	50.00%	50,000.00
25/11/2027	0.00	1,081.89	1,081.89	0.00%	50.00%	50,000.00
25/02/2028	0.00	1,081.89	1,081.89	0.00%	50.00%	50,000.00
25/05/2028	0.00	1,058.38	1,058.38	0.00%	50.00%	50,000.00
25/08/2028	0.00	1,081.89	1,081.89	0.00%	50.00%	50,000.00
27/11/2028	0.00	1,105.41	1,105.41	0.00%	50.00%	50,000.00
26/02/2029	0.00	658.62	658.62	0.00%	50.00%	50,000.00
25/05/2029	0.00	1,300.78	1,300.78	0.00%	50.00%	50,000.00
27/08/2029	0.00	396.56	396.56	0.00%	50.00%	50,000.00
26/11/2029	50,000.00	51,924.57	51,924.57	50.00%	0.00%	0.00
<b>100,000.00</b>	<b>140,830.52</b>	<b>240,830.52</b>	<b>100.00%</b>			

**SERIES E BONDS**  
Flows for each EUR 100,000.00 withholding from bondholder  
(CPR 8%)

Payment date	Amortization	Gross interest	Total	% Initial Balance	% Remaining Balance	Remaining Balance
25/06/2008			-100,000.00			100,000.00
25/11/2008	0.00	3,637.58	3,637.58	0.00%	100.00%	100,000.00
25/02/2009	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/05/2009	0.00	2,093.23	2,093.23	0.00%	100.00%	100,000.00
25/08/2009	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/11/2009	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/02/2010	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/05/2010	0.00	2,093.23	2,093.23	0.00%	100.00%	100,000.00
25/08/2010	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/11/2010	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/02/2011	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/05/2011	0.00	2,093.23	2,093.23	0.00%	100.00%	100,000.00
25/08/2011	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/11/2011	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
27/02/2012	0.00	2,210.83	2,210.83	0.00%	100.00%	100,000.00
25/05/2012	0.00	2,069.71	2,069.71	0.00%	100.00%	100,000.00
27/08/2012	0.00	2,210.83	2,210.83	0.00%	100.00%	100,000.00
26/11/2012	0.00	2,140.27	2,140.27	0.00%	100.00%	100,000.00
25/02/2013	0.00	2,140.27	2,140.27	0.00%	100.00%	100,000.00
27/05/2013	0.00	2,140.27	2,140.27	0.00%	100.00%	100,000.00
26/08/2013	0.00	2,140.27	2,140.27	0.00%	100.00%	100,000.00
25/11/2013	0.00	2,140.27	2,140.27	0.00%	100.00%	100,000.00
25/02/2014	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
26/05/2014	0.00	2,116.75	2,116.75	0.00%	100.00%	100,000.00
25/08/2014	0.00	2,140.27	2,140.27	0.00%	100.00%	100,000.00
25/11/2014	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/02/2015	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/05/2015	0.00	2,093.23	2,093.23	0.00%	100.00%	100,000.00
25/08/2015	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/11/2015	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/02/2016	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/05/2016	0.00	2,116.75	2,116.75	0.00%	100.00%	100,000.00
25/08/2016	0.00	2,163.79	2,163.79	0.00%	100.00%	100,000.00
25/11/2016	1,606.15	2,163.79	2,163.79	1.61%	98.39%	98,393.85
27/02/2017	2,322.95	2,175.32	4,541.55	2.37%	96.03%	96,027.62
25/05/2017	2,322.95	1,964.91	4,287.86	2.32%	93.70%	93,704.67
25/08/2017	2,280.94	2,027.57	4,308.51	2.28%	91.42%	91,423.73
27/11/2017	2,240.88	4,262.10	2,240.88	2.24%	89.18%	89,182.85
25/02/2018	2,202.59	2,163.79	2,163.79	2.20%	86.98%	86,980.06
25/05/2018	2,165.37	1,800.24	3,965.61	2.17%	84.81%	84,814.89
27/08/2018	2,127.15	1,875.11	4,002.26	2.13%	82.69%	82,687.74
26/11/2018	2,088.94	1,769.74	3,858.68	2.09%	80.60%	80,598.80
25/02/2019	2,050.84	1,725.03	3,775.87	2.05%	78.55%	78,547.96
27/05/2019	2,015.92	1,681.14	3,697.06	2.02%	76.53%	76,532.04
26/08/2019	1,980.78	1,637.99	3,618.77	1.98%	74.55%	74,551.26
25/11/2019	1,946.33	1,595.60	3,541.93	1.95%	72.60%	72,604.33
25/02/2020	1,912.99	1,571.02	3,484.01			



*The "Folleto" drafted in the Spanish language is the only official document, and no document other than the "Folleto" 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" drafted in Spanish language and registered with the "Comisión Nacional del Mercado de Valores" (the Spanish Securities Market Commission, "CNMV") on June 19, 2008.*

#### **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, authorizations, 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 sell mortgage loans through the issue of mortgage transfer certificates.**

On 29 April 2008, the Board of Directors of IBERCAJA resolved to authorize the transfer of mortgage guarantee loans owned by the latter bank through the issue of 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 24 April 2008, the Board of Directors of the Sociedad Gestora, resolved, inter alia, to (i) incorporate the Fund, (ii) subscribe for the Mortgage Transfer Certificates pooled in the Fund, and (iii) issue the securities from the Fund under this Securities Note.

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

This Prospectus was filed at the CNMV on 19 June 2008.

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

Once the CNMV has registered the Prospectus, the Sociedad Gestora and IBERCAJA, as issuer of the Mortgage Transfer Certificates that will be subscribed by the Fund, will proceed to grant the Deed of Incorporation in the terms set forth in article 6 of Royal Decree 926/1998, whose contents will match the contents of the draft Deed of Incorporation filed with the CNMV. Under no circumstances will the terms of the Deed of Incorporation contradict, modify, alter or invalidate the contents of this Prospectus. The Deed of Incorporation will be granted on 20 June 2008. A copy of the Deed of Incorporation will be sent to the CNMV for its registration in the public register.

*The "Folleto" drafted in the Spanish language is the only official document, and no document other than the "Folleto" 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" drafted in Spanish language and registered with the "Comisión Nacional del Mercado de Valores" (the Spanish Securities Market Commission, "CNMV") on June 19, 2008.*

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

The Bond issue date will coincide with the date that the Deed of Incorporation is granted.

The Bonds will be subscribed on the Subscription Date.

The Bonds will be disbursed on 25 June 2008 at the price of 100% of the nominal unit value.

The subscription commitment entered into by the Subscription Agent will be disbursed before 12.00 noon (CET), of the Disbursement Date, by means of the Subscription Agent paying the full nominal amount of the issue.

The Seller has given an irrevocable undertaking to subscribe the entire Bond issue. The Seller declares that when the Bonds have been subscribed, its intention is to use them as assets as collateral for eurosystem credit operations, without that implying any limitation for any other use thereof or their possible disposal. The entire issue will be subscribed by the Seller and, accordingly, the price will not be subject to contrast by any market transaction. Therefore the economic terms and conditions of the Bonds cannot be said to correspond to those that exist on the secondary market on the Date of Incorporation of the Fund. This consideration regarding the valuation of the Bonds is given for the purposes of informing third parties, in particular investors or holders of the Bonds as collateral, as is the case of the European Central Bank in eurosystem credit transactions.

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

The Bonds are freely transferable and can be transmitted through any legally permissible mean 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**

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 ("AIAF") so that it can be traded no later than thirty (30) days from 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.

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

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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, for and on behalf of the Fund, hereby declares that it knows the requirements and conditions necessary for listing, quotation and delisting of securities in the AIAF according to the applicable laws and the requirements of its ruling bodies and agrees to comply with the same.

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

The payment of interest and principal of the Bond Issue referred to in this Securities Note will be handled by ICO.

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 into a Financial Services Contract with the ICO for the financial servicing of the Bonds issued by the Fund (hereinafter, "Financial Services Contract").

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

- (i) Make the Bond interest and redemption payments, and the rest of the Fund's payments, on the corresponding Payment Date, after receiving appropriate instructions from the Sociedad Gestora.
- (ii) 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.
- (iii) Furthermore, the Financial Agent will act as the depository of the Multiple Certificate and of the Treasury Account.

As consideration for the services to be performed by the Financial Agent, the Fund will pay the latter on each Payment Date a fee that is regulated in the Financial Services Contract and that will be formed by a fixed amount, and another variable amount that will be the result of applying a percentage (calculated on an annual basis) to the Outstanding Nominal Balance of the Mortgage Transfer Certificates pooled in the Fund on the immediately previous Payment Date.

Without prejudice to the provisions of the previous paragraphs, the non-confirmation on the Subscription Date of the provisional ratings assigned to the Bonds by the Rating Agency will be construed as grounds for termination of the Financial Services Contract,

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the Fund's other contracts as well as of the issue and subscription of the Mortgage Transfer Certificates, the incorporation of the Fund and the issue of the Bonds.

In the event that the rating assigned by the Rating Agency to the Financial Agent's short-term risk is downgraded below P-1 on Moody's scale, or such rating is withdrawn by the Rating Agency for any reason, within the thirty (30) days following such downgrading the Sociedad Gestora, in order to maintain the ratings assigned to each Series of Bonds by the Rating Agency, 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 collateralization to be maintained with respect to the commitments derived from the duties as Financial Agent, depository of the Multiple Certificate and maintenance of the Treasury Account:

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

All the costs derived from any of the aforementioned options will be considered Fund Extraordinary Expenses.

For these purposes, the Financial Agent will give an irrevocable undertaking to notify the Sociedad Gestora, as soon as such circumstance occurs, throughout the life of the Bond Issue, if the short term rating assigned to it by the Rating Agency are modified or withdrawn.

## **6. EXPENSE OF THE ADMISSION TO TRADING**

The Initial Expenses will be paid with the amount of the first drawdown of the Subordinated Loan, as detailed in section 3.4.3.1 of the Additional Building Block. In this regard, there follows a list of the Fund's estimated expenses on this registration date:

<b>Fund formation expenses and Bond issue expenses</b>	<b>Euros</b>
Registration of the Prospectus with the CNMV	40,609.93
Supervision of the admission to trading by the CNMV	9,363.60
AIAF Fixed Income Market listing fee	52,200.00
Inclusion of the issue in the book entry system, IBERCLEAR	2,900.00
<b>Subtotal (admission to trading expenses)</b>	<b>105,073.53</b>

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Notary fees, audit, rating and legal fees, Fund financial structure and Bond issue fees, advertising of the issue, printing and others.	394,926.47
<b>Total expenses</b>	<b>500,000.00</b>

## **7. OTHER INFORMATION**

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

The financial structure of the Fund and the Bond Issue has been arranged by JPMorgan.

Cuatrecasas, 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.

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

Not applicable.

### **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 sample of the selection of Mortgage Loans owned by IBERCAJA from which the Mortgage Loans will be extracted in order to issue the Mortgage Transfer Certificates that will be subscribed by the Fund upon 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 and the Mortgage Transfer Certificates that is given in section 2.2.8 of the Additional Building Block, and, in general in this Prospectus, is true. In the Deed 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

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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 Agency

On 17 May 2008, the Bonds included in this Securities Note were assigned the following provisional ratings by Moody's (the "**Rating Agency**"):

Series	Moody's
Series A	Aaa
Series B	A1
Series C	Baa2
Series D	Ba3
Series E	C

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 for the Series A, B, C and D Bonds, as well as the payment of interest and principal before the Legal Maturity Date for the Series E Bonds.

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 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 ratings, as well as any revision or suspension thereof:

- 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.

- 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.

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

- The ratings assigned by Moody's are based on the documents and information supplied by the issuer, and its experts and agents, and are subject to the

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reception of the final documents. Moody's does not audit, verify or check the truth, precision or accuracy of such information.

- Moody's ratings only measures the credit risks inherent to the transaction; other types of risks liable to have a significant effect on investors' returns, are not measured.

The Sociedad Gestora, on behalf of the Fund, undertakes to provide the Rating Agency with periodic information regarding the situation of the Fund and the behaviour of the Mortgage Loans in order to allow it 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 on the Subscription Date of any of the provisional ratings assigned to the Bonds by the Rating Agency will be construed as grounds for termination of the issue and subscription of the Mortgage Transfer Certificates, the Subordinated Loan, as well as the rest of the Fund's contracts, the Incorporation of the Fund and the Bond issue.

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## **ADDITIONAL BUILDING BLOCK TO THE SECURITIES NOTE (ANNEX VIII TO REGULATIONS 809/2004)**

### **1. SECURITIES**

The Mortgage Transfer 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 five hundred million euros (€1,500,000,000) or slightly less.

#### **1.1 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 securitized assets have the capacity to produce the funds payable on the securities.**

The Mortgage Transfer Certificates to be issued will be backed by the Mortgage Loans, whose characteristics (amount, term, interest rate, etc.) demonstrate the capacity to produce funds to make the payment owed as a result of the Bonds, payments which will be made in accordance with the Priority of Payment Order set forth in section 3.4.6.2.2 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 grants the Deed of Incorporation, to formalize the contracts and carry out the actions that are stipulated in sections 3.4.2. and 3.4.3. of this Additional Building Block.

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

Notwithstanding the foregoing, the Sociedad Gestora, after notifying the CNMV, will be authorized to proceed to the early liquidation of the Fund 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.



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The Sociedad Gestora gives the information set forth in the previous paragraphs on the basis of the representations made by the Seller with respect to the mortgage loans and to the mortgage transfer certificates liable to be sold, that are listed in section 2.2.8 of this Additional Building Block, of all the information supplied by the Seller about each mortgage loan liable to be sold, of the Audit Report, and of the valuation arising from the provisional ratings assigned to the Bonds by the Rating Agency.

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

The credit rights constituting the Fund assets will be credit rights solely owned by IBERCAJA derived from mortgage loans granted to individuals, secured by mortgages raised on dwellings located in Spanish territory, whose authorization has been subject to Spanish legislation (the "**Mortgage Loans**"), for a total amount of one thousand five hundred million euros (€1,500,000,000) or slightly less.

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

On the Date of Incorporation, the Mortgage Transfer Certificates that will be sold to the Fund will be withdrawn from the loans in the portfolio audited as at 23 May 2008, which consists of sixteen thousand two hundred and sixty seven (16,267) mortgage loans with an Outstanding Nominal Balance of one thousand seven hundred and fifty-two million three hundred and seven thousand eight hundred and eighty-five euros and fifty-six eurocents (€1,752,307,885.56).

These selected loans have been audited by Pricewaterhouse Coopers.

The said 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 assigned debtor, contracted date, maturity date, reference interest rate, interest rate differential, rate of interest applied, initial amount of the loan, current balance of the loans, payment delays, appraised value, current LTV ratio, address of the mortgaged property, mortgage guarantee and transfer of the assets.

The results of the audit are included in a report issued by Pricewaterhouse Coopers 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**

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

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### **2.2.2. General characteristics of the debtors**

The Fund's assets will consist of the Mortgage Transfer Certificates, which represent participations in loans granted for the acquisition, construction or rehabilitation of a dwelling located in Spanish territory or other types purposes, whose debtors are natural persons, all of which are secured by a real estate mortgage on a dwelling duly registered at the Land Registry. Some of the said mortgage loans have been subrogated to the Debtor from loans granted to developers.

All the loans accrue interest. In the case of some of the portfolio loans, the loan agreements stipulate a bonus differential system that serves to determine the rate of interest of each mortgage loan, and therefore the differential may be reduced throughout the life of the Fund if the conditions set forth in each of the Loan agreements for such situations occur. The reduction of the differential for the Mortgage Loans is related to the Mortgagor's level of commitment to the Seller, in the terms described in section 2.2.7 of the Additional Building Block. In particular, 50.26% of the outstanding principal of the selected mortgage loans that form the audited portfolio stipulates a bonus differential system, the minimum weighted differential being 0.59%.

Of the selected mortgage loans that form the audited portfolio, 99.10% of the outstanding principal of the selected mortgage loans has been granted to finance the purchase, construction or rehabilitation of dwellings and 0.90% for other purposes.

Of the selected mortgage loans that form the audited portfolio, 0.51% of the outstanding principal of the selected mortgage loans has been granted to non-residents and 3.48% of the outstanding principal of the selected mortgage loans corresponds to second home dwellings.

The tables below show the distribution of the mortgage loans that make up the audited portfolio by residual maturity date, contracted date, reference rate and margin, current interest rate, current balance, arrears, geographical location of the collateral and concentration by Debtor. These tables have been produced with information as at 23 May 2008.

Prepared with information as at 23/05/2008

**AUDITED CREDIT RIGHT PORTFOLIO, TDA IBERCAJA 6, FTA ISSUE.**  
(Division by Residual Maturity)

RESIDUAL MATURITY MONTHS	NUM	CURRENT BALANCE IN EUROS	CURRENT BALANCE %	ORIGINAL MATURITY WEIGHTED BY OPENING BALANCE (months)	RESIDUAL MATURITY WEIGHTED BY CURRENT BALANCE (months)	CURRENT RATE WEIGHTED BY CURRENT BALANCE	Min. CURRENT RATE	Max. CURRENT RATE
Less than 60.00	384	9,215,740.27	0.53	161	54	5.58	4.799	6.500
60.00 - 75.00	449	12,829,814.16	0.73	159	67	5.49	4.706	7.429
75.00 - 90.00	312	11,642,145.43	0.66	160	82	5.43	4.750	8.397
90.00 - 105.00	537	22,046,719.64	1.26	181	98	5.53	4.306	8.123
105.00 - 120.00	503	22,087,653.04	1.26	195	112	5.49	4.703	8.475
120.00 - 135.00	489	22,952,917.24	1.31	200	127	5.45	4.749	8.179
135.00 - 150.00	363	22,362,599.11	1.28	198	143	5.35	4.749	8.248
150.00 - 165.00	789	49,158,962.56	2.81	219	158	5.39	4.729	7.166
165.00 - 180.00	575	37,549,357.55	2.14	239	172	5.36	4.623	6.998
180.00 - 195.00	591	39,227,671.33	2.24	254	188	5.37	4.500	7.225
195.00 - 210.00	601	44,988,516.87	2.57	262	203	5.33	4.749	8.255
210.00 - 225.00	1,041	86,804,836.14	4.95	267	217	5.33	3.950	8.397
225.00 - 240.00	801	68,849,793.17	3.93	289	232	5.31	4.500	6.250
240.00 - 255.00	629	63,517,680.81	3.62	296	247	5.27	4.250	6.485
255.00 - 270.00	596	72,502,594.53	4.14	300	263	5.22	4.250	6.225
270.00 - 285.00	848	103,839,727.48	5.93	303	277	5.18	4.250	6.498
285.00 - 300.00	346	39,703,408.43	2.27	335	292	5.24	4.500	6.214
300.00 - 315.00	546	70,618,477.51	4.03	352	308	5.27	4.623	6.293
315.00 - 330.00	753	108,572,070.73	6.20	358	323	5.19	4.250	6.484
330.00 - 345.00	1,649	251,074,585.25	14.33	361	337	5.19	4.623	6.725
345.00 - 360.00	194	28,835,917.87	1.65	368	347	5.12	4.656	6.166
360.00 - 375.00	91	14,957,694.14	0.85	404	369	5.19	3.396	5.993
375.00 - 390.00	400	67,535,927.52	3.85	417	383	5.21	4.669	5.993
390.00 - 405.00	1,550	255,571,904.08	14.58	420	397	5.22	4.643	6.243
405.00 - 420.00	147	23,511,145.77	1.34	423	406	5.11	4.703	6.475
420.00 - 435.00	22	3,992,162.07	0.23	466	428	5.23	4.925	5.590
435.00 - 450.00	27	5,351,648.50	0.31	468	442	5.21	4.799	6.040
450.00 - 465.00	842	157,874,070.24	9.01	480	461	5.27	4.643	6.097
465.00 - 480.00	191	35,055,412.32	2.00	480	466	5.17	4.700	5.948
480.00 - 495.00	1	76,731.80	0.00	540	484	5.11	5.114	5.114
<b>TOTALS</b>	<b>16,267</b>	<b>1,752,307,885.56</b>	<b>100.00</b>	<b>346</b>	<b>309</b>	<b>5.25</b>	<b>3.396</b>	<b>8.475</b>

**AUDITED CREDIT RIGHT PORTFOLIO, TDA IBERCAJA 6, FTA ISSUE.**  
(Division by Date of Formalization)

CONTRACTED DATE	NUM	CURRENT BALANCE IN EUROS	CURRENT BALANCE %	ORIGINAL MATURITY WEIGHTED BY OPENING BALANCE (months)	RESIDUAL MATURITY WEIGHTED BY CURRENT BALANCE (months)	CURRENT RATE WEIGHTED BY CURRENT BALANCE	Min. CURRENT RATE	Max. CURRENT RATE
1992	1	151,955.21	0.01	274	78	5.00	5.003	5.003
1993	2	82,587.36	0.00	268	91	5.51	5.223	5.750
1994	4	140,367.20	0.01	306	139	5.26	4.899	5.547
1995	3	170,285.58	0.01	366	209	5.43	5.103	5.500
1996	384	16,131,037.61	0.92	287	145	5.75	4.306	7.250
1997	497	18,233,321.13	1.04	260	129	5.64	4.703	6.500
1998	690	24,562,467.10	1.40	251	133	5.57	4.706	6.250
1999	529	22,565,330.48	1.29	264	157	5.53	4.500	6.500
2000	556	29,249,639.18	1.67	272	178	5.52	4.703	6.500
2001	924	55,174,277.00	3.15	274	193	5.49	4.150	6.500
2002	1,212	87,242,326.36	4.98	285	216	5.37	4.500	6.166
2003	1,157	94,965,496.96	5.42	296	238	5.33	4.250	8.179
2004	1,394	148,124,642.53	8.45	322	276	5.27	3.396	8.166
2005	2,298	307,104,490.13	17.53	338	304	5.23	4.250	8.475
2006	5,361	767,649,671.97	43.81	374	352	5.19	3.950	8.397
2007	1,255	180,759,989.76	10.32	389	374	5.18	4.700	6.475
<b>TOTALS</b>	<b>16,267</b>	<b>1,752,307,885.56</b>	<b>100.00</b>	<b>346</b>	<b>309</b>	<b>5.25</b>	<b>3.396</b>	<b>8.475</b>

**AUDITED CREDIT RIGHT PORTFOLIO, TDA IBERCAJA 6, FTA ISSUE.**

(Division by Reference Rate and Margin)

REFERENCE RATE AND MARGIN	NUM	CURRENT BALANCE IN EUROS	CURRENT BALANCE %	ORIGINAL MATURITY WEIGHTED BY OPENING BALANCE (months)	RESIDUAL MATURITY WEIGHTED BY CURRENT BALANCE (months)	SPREAD WEIGHTED BY CURRENT BALANCE	Min. CURRENT RATE	Max. CURRENT RATE
<b>CECA TOTALS</b>	<b>59</b>	<b>1,998,151.27</b>	<b>0.11</b>	<b>278</b>	<b>139</b>	<b>0.03</b>	<b>6.000</b>	<b>7.250</b>
0.00 - 0.50	58	1,974,332.36	98.81	279	140	0.02	6.000	6.500
1.00 - 1.50	1	23,818.91	1.19	240	94	1.00	7.250	7.250
<b>ONE YEAR EURIBOR TOTALS</b>	<b>13,637</b>	<b>1,633,401,526.34</b>	<b>93.21</b>	<b>351</b>	<b>318</b>	<b>0.65</b>	<b>3.396</b>	<b>8.475</b>
0.00 - 0.50	2,821	408,803,328.11	25.03	350	326	0.43	4.500	5.547
0.50 - 1.00	8,481	1,014,844,881.68	62.13	353	318	0.65	3.396	5.768
1.00 - 1.50	2,152	198,572,566.42	12.16	348	306	1.09	4.250	6.250
1.50 - 2.00	156	9,856,075.16	0.60	276	234	1.52	5.753	6.616
2.00 - 2.50	15	951,686.06	0.06	243	211	2.00	6.349	6.725
2.50 - 3.00	3	93,706.89	0.01	188	151	2.50	6.998	7.225
3.00 - 3.50	2	94,627.26	0.01	240	208	3.00	7.647	7.725
3.50 - 4.00	7	184,654.76	0.01	172	143	3.71	8.123	8.475
<b>SAVINGS BANKS MRR TOTALS</b>	<b>1,843</b>	<b>91,281,382.82</b>	<b>5.21</b>	<b>280</b>	<b>195</b>	<b>0.16</b>	<b>4.250</b>	<b>8.179</b>
-0.50 - 0.00	8	340,570.25	0.37	242	124	-0.25	5.250	5.250
0.00 - 0.50	1,577	80,731,445.36	88.44	282	198	0.11	4.250	6.000
0.50 - 1.00	234	9,247,160.89	10.13	271	174	0.52	5.887	6.398
1.00 - 1.50	14	658,783.55	0.72	277	235	1.01	6.464	6.648
1.50 - 2.00	5	162,236.58	0.18	179	141	1.50	6.887	6.998
2.00 - 2.50	4	105,504.34	0.12	141	106	2.00	7.429	7.498
2.50 - 3.00	1	35,681.85	0.04	180	121	2.75	8.179	8.179
<b>ONE YEAR MIBOR TOTALS</b>	<b>728</b>	<b>25,626,825.13</b>	<b>1.46</b>	<b>250</b>	<b>122</b>	<b>1.11</b>	<b>4.750</b>	<b>6.750</b>
0.00 - 0.50	1	80,652.98	0.31	300	208	0.00	4.750	4.750
0.50 - 1.00	110	4,687,930.87	18.29	260	135	0.69	4.842	5.750
1.00 - 1.50	464	14,957,572.79	58.37	235	110	1.09	5.248	6.250
1.50 - 2.00	150	5,792,984.65	22.61	280	142	1.51	5.748	6.500
2.00 - 2.50	3	107,683.84	0.42	270	126	2.00	6.342	6.750
<b>TOTALS</b>	<b>16,267</b>	<b>1,752,307,885.56</b>	<b>100.00</b>	<b>346</b>	<b>309</b>		<b>3.396</b>	<b>8.475</b>

Prepared with information as at 23/05/2008

**AUDITED CREDIT RIGHT PORTFOLIO, TDA IBERCAJA 6, FTA ISSUE.**  
(Division by Current Interest Rate)

CURRENT INTEREST RATE	NUM	CURRENT BALANCE IN EUROS	CURRENT BALANCE %	ORIGINAL MATURITY WEIGHTED BY OPENING BALANCE (months)	RESIDUAL MATURITY WEIGHTED BY CURRENT BALANCE (months)	CURRENT RATE WEIGHTED BY CURRENT BALANCE	Min. CURRENT RATE	Max. CURRENT RATE
3.00 - 3.50	1	191,816.90	0.01	420	373	3.40	3.396	3.396
3.50 - 4.00	2	92,877.95	0.01	240	217	3.95	3.950	3.950
4.00 - 4.50	13	1,588,573.83	0.09	297	267	4.28	4.000	4.450
4.50 - 5.00	2,193	298,730,457.49	17.05	354	327	4.88	4.500	4.999
5.00 - 5.50	8,910	1,099,969,429.52	62.77	352	319	5.21	5.000	5.499
5.50 - 6.00	4,344	313,968,176.30	17.92	323	267	5.65	5.500	5.998
6.00 - 6.50	754	35,786,252.95	2.04	286	199	6.09	6.000	6.498
6.50 - 7.00	33	1,458,496.03	0.08	248	182	6.62	6.500	6.998
7.00 - 7.50	7	206,840.72	0.01	177	128	7.34	7.166	7.498
7.50 - 8.00	2	94,627.26	0.01	240	208	7.68	7.647	7.725
8.00 - 8.50	8	220,336.61	0.01	174	139	8.26	8.123	8.475
<b>TOTALS</b>	<b>16,267</b>	<b>1,752,307,885.56</b>	<b>100.00</b>	<b>346</b>	<b>309</b>	<b>5.25</b>	<b>3.396</b>	<b>8.475</b>

**AUDITED CREDIT RIGHT PORTFOLIO, TDA IBERCAJA 6, FTA ISSUE.**  
(Division by Current Balance)

CURRENT BALANCE IN EUROS	NUM	CURRENT BALANCE IN EUROS	CURRENT BALANCE %	ORIGINAL MATURITY WEIGHTED BY OPENING BALANCE (months)	RESIDUAL MATURITY WEIGHTED BY CURRENT BALANCE (months)	CURRENT RATE WEIGHTED BY CURRENT BALANCE	AVERAGE CURRENT BALANCE	Min. CURRENT RATE	Max. CURRENT RATE
0.00 - 15,000.00	173	1,846,032.64	0.11	207	127	5.57	10,670.71	4.799	8.475
15,000.00 - 30,000.00	1509	35,424,110.49	2.02	207	115	5.60	23,475.22	4.306	8.397
30,000.00 - 45,000.00	1758	65,545,879.68	3.74	237	155	5.54	37,284.35	3.950	8.255
45,000.00 - 60,000.00	1650	86,724,519.83	4.95	262	194	5.45	52,560.32	3.950	7.647
60,000.00 - 75,000.00	1541	103,712,191.34	5.92	282	227	5.36	67,301.88	4.000	6.647
75,000.00 - 90,000.00	1345	111,014,894.97	6.34	302	256	5.28	82,538.96	4.150	6.725
90,000.00 - 105,000.00	1188	115,966,874.37	6.62	322	282	5.25	97,615.21	4.250	6.293
105,000.00 - 120,000.00	1148	129,035,719.50	7.36	336	300	5.23	112,400.45	4.623	6.484
120,000.00 - 135,000.00	924	117,861,834.10	6.73	347	313	5.23	127,556.10	4.500	6.293
135,000.00 - 150,000.00	955	135,912,120.75	7.76	361	331	5.21	142,316.36	4.250	6.475
150,000.00 - 165,000.00	819	128,788,990.61	7.35	370	341	5.20	157,251.51	4.250	6.607
165,000.00 - 180,000.00	746	128,598,933.98	7.34	375	347	5.18	172,384.63	4.250	6.147
180,000.00 - 195,000.00	583	109,279,604.41	6.24	378	350	5.19	187,443.58	3.396	6.043
195,000.00 - 210,000.00	490	99,124,904.40	5.66	389	362	5.22	202,295.72	4.250	6.047
210,000.00 - 225,000.00	349	75,853,114.30	4.33	393	367	5.21	217,344.17	4.673	6.243
225,000.00 - 240,000.00	298	69,240,818.29	3.95	399	374	5.22	232,351.74	4.623	6.097
240,000.00 - 255,000.00	188	46,395,120.88	2.65	397	373	5.25	246,782.56	4.749	6.193
255,000.00 - 270,000.00	153	40,147,940.03	2.29	402	377	5.26	262,404.84	4.700	6.040
270,000.00 - 285,000.00	89	24,597,135.57	1.40	407	383	5.17	276,372.31	4.749	5.948
285,000.00 - 300,000.00	101	29,535,951.52	1.69	379	354	5.18	292,435.16	4.772	6.097
300,000.00 - 315,000.00	46	14,090,775.62	0.80	386	361	5.15	306,321.21	4.799	5.768
315,000.00 - 330,000.00	39	12,558,222.54	0.72	378	351	5.11	322,005.71	4.669	5.843
330,000.00 - 345,000.00	24	8,063,304.23	0.46	391	367	5.16	335,971.01	4.799	5.757
345,000.00 - 360,000.00	32	11,252,161.28	0.64	418	396	5.14	351,630.04	4.899	5.399
360,000.00 - 375,000.00	21	7,700,288.20	0.44	379	356	5.14	366,680.39	4.749	5.797
375,000.00 - 390,000.00	18	6,864,544.38	0.39	372	344	5.22	381,363.58	4.749	5.668
390,000.00 - 405,000.00	12	4,749,180.84	0.27	399	376	5.17	395,765.07	4.898	5.648
405,000.00 - 420,000.00	10	4,128,178.02	0.24	403	382	5.10	412,817.80	4.799	5.293
420,000.00 - 435,000.00	8	3,421,449.82	0.20	432	409	5.10	427,681.23	4.799	5.293
435,000.00 - 450,000.00	10	4,446,102.07	0.25	401	373	5.12	444,610.21	4.799	5.493
450,000.00 - 465,000.00	3	1,375,997.18	0.08	361	339	5.15	458,665.73	5.007	5.297
465,000.00 - 480,000.00	8	3,771,754.42	0.22	373	351	5.04	471,469.30	4.799	5.247
480,000.00 - 495,000.00	5	2,443,861.48	0.14	344	297	4.99	488,772.30	4.799	5.123
495,000.00 - 510,000.00	5	2,509,403.01	0.14	346	319	5.20	501,880.60	5.049	5.440
510,000.00 - 525,000.00	3	1,552,751.17	0.09	400	368	4.91	517,583.72	4.799	4.998
525,000.00 - 540,000.00	5	2,657,363.39	0.15	408	386	5.09	531,472.68	4.898	5.298
540,000.00 - 555,000.00	5	2,716,898.37	0.16	374	344	5.11	543,379.67	5.007	5.293
555,000.00 - 570,000.00	4	2,251,575.60	0.13	345	323	4.96	562,893.90	4.899	5.040
570,000.00 - 585,000.00	2	1,147,382.28	0.07	330	313	5.17	573,691.14	5.097	5.243
<b>TOTALS</b>	<b>16,267</b>	<b>1,752,307,885.56</b>	<b>100.00</b>	<b>346</b>	<b>309</b>	<b>5.25</b>	<b>107,721.64</b>	<b>3.396</b>	<b>8.475</b>

Prepared with information as at 23/05/2008

**AUDITED CREDIT RIGHT PORTFOLIO, TDA IBERCAJA 6, FTA ISSUE.**  
(Division by months in arrears)

<b>MONTHS IN ARREARS</b>	<b>NUM</b>	<b>CURRENT BALANCE IN EUROS</b>	<b>CURRENT BALANCE %</b>	<b>ORIGINAL MATURITY WEIGHTED BY OPENING BALANCE (months)</b>	<b>RESIDUAL MATURITY WEIGHTED BY CURRENT BALANCE (months)</b>	<b>CURRENT RATE WEIGHTED BY CURRENT BALANCE</b>	<b>Min. CURRENT RATE</b>	<b>Max. CURRENT RATE</b>
No Arrears	15,317	1,638,049,056.14	93.48	345	308	5.24	3.396	8.475
1	620	73,401,289.96	4.19	355	316	5.46	4.749	8.248
2	274	34,126,510.34	1.95	359	321	5.52	4.753	8.166
3	56	6,731,029.12	0.38	364	328	5.57	5.097	6.647
<b>TOTALS</b>	<b>16,267</b>	<b>1,752,307,885.56</b>	<b>100.00</b>	<b>346</b>	<b>309</b>	<b>5.25</b>	<b>3.396</b>	<b>8.475</b>



**AUDITED CREDIT RIGHT PORTFOLIO, TDA IBERCAJA 6, FTA ISSUE.**  
(Division by Geographical Location of Collateral)

COLLATERAL PROVINCE	NUM	CURRENT BALANCE IN EUROS	CURRENT BALANCE %	ORIGINAL MATURITY WEIGHTED BY OPENING BALANCE (months)	RESIDUAL MATURITY WEIGHTED BY CURRENT BALANCE (months)	CURRENT RATE WEIGHTED BY CURRENT BALANCE	Min. CURRENT RATE	Max. CURRENT RATE
Alava	20	3,780,795.54	0.22	378	356	5.31	5.007	6.064
Albacete	13	1,286,829.91	0.07	357	313	5.29	4.799	6.000
Alicante	401	46,411,724.62	2.65	350	322	5.24	3.396	6.293
Almeria	118	16,745,866.55	0.96	368	348	5.14	4.250	5.848
Asturias	102	11,455,374.45	0.65	366	341	5.16	4.669	5.897
Avila	26	2,379,977.89	0.14	354	330	5.26	4.799	5.857
Badajoz	32	2,939,252.82	0.17	380	359	5.15	4.849	5.790
Baleares	55	10,421,032.41	0.59	394	368	5.20	4.873	6.250
Barcelona	878	129,664,695.35	7.40	385	346	5.31	4.749	6.500
Burgos	101	11,554,560.34	0.66	371	334	5.14	4.749	6.373
Caceres	55	4,584,238.04	0.26	310	274	5.08	4.799	6.043
Cadiz	58	7,779,393.79	0.44	390	368	5.15	4.799	5.657
Cantabria	31	3,622,618.07	0.21	306	275	5.14	4.799	5.725
Castellon	395	35,764,447.61	2.04	337	301	5.28	3.950	6.750
Ceuta	1	46,709.96	0.00	104	84	5.01	5.007	5.007
Ciudad Real	31	2,910,445.00	0.17	389	364	5.29	4.799	5.943
Cordoba	31	4,058,694.95	0.23	376	350	5.20	4.949	5.475
Cuenca	34	3,071,850.59	0.18	374	349	5.28	4.749	5.840
Gerona	28	2,541,383.81	0.15	348	307	5.44	5.007	6.500
Granada	75	9,486,685.65	0.54	403	378	5.26	4.749	6.040
Guadalajara	1,512	136,938,433.70	7.81	319	273	5.29	3.950	6.484
Guipuzcoa	3	382,244.94	0.02	349	309	5.31	5.147	6.000
Huelva	8	1,084,865.17	0.06	345	319	5.09	4.799	5.693
Huesca	631	46,400,648.72	2.65	313	270	5.38	4.749	8.255
Jaen	65	6,968,600.95	0.40	376	352	5.14	4.849	7.647
La Coruña	50	7,018,134.81	0.40	387	363	5.08	4.799	6.043
Las Palmas	71	8,619,139.83	0.49	375	345	5.20	4.849	5.793
Leon	69	7,529,513.11	0.43	388	366	5.18	4.749	6.225
Lerida	494	50,225,486.57	2.87	358	320	5.38	4.250	8.475
Logroño	858	76,625,080.56	4.37	318	278	5.22	4.500	7.464
Lugo	3	200,216.18	0.01	361	329	5.31	5.293	5.387
Madrid	4,898	571,252,761.06	32.60	339	300	5.26	4.150	8.397
Malaga	145	21,386,788.55	1.22	383	360	5.18	4.799	5.968
Murcia	174	21,413,287.91	1.22	378	348	5.27	4.753	6.293
Navarra	266	30,906,660.92	1.76	356	316	5.25	4.250	8.166
Orense	20	2,219,731.14	0.13	355	327	5.14	4.753	5.968
Palencia	26	2,850,119.30	0.16	322	289	5.09	4.849	5.590
Pontevedra	56	8,303,290.44	0.47	420	400	5.15	4.703	6.043
S. C. De Tenerife	39	4,680,847.32	0.27	357	320	5.25	4.753	5.998
Salamanca	17	1,766,479.55	0.10	352	325	5.12	4.799	5.750
Segovia	15	2,180,412.04	0.12	337	312	5.36	5.007	5.847
Sevilla	170	22,498,585.56	1.28	363	338	5.12	4.749	5.897
Soria	73	5,840,913.12	0.33	319	274	5.28	4.700	6.564
Tarragona	318	32,041,743.49	1.83	349	308	5.31	4.500	6.000
Teruel	266	20,054,527.67	1.14	319	283	5.37	4.700	8.397
Toledo	370	44,397,455.33	2.53	360	328	5.32	4.719	6.250
Valencia	1,242	131,363,630.22	7.50	361	329	5.18	4.000	7.429
Valladolid	24	2,895,072.27	0.17	350	325	5.06	4.749	5.590
Vizcaya	36	7,045,179.07	0.40	420	399	5.46	4.948	5.968
Zamora	4	502,887.97	0.03	250	229	5.10	4.898	5.225
Zaragoza	1,859	166,208,570.74	9.49	328	286	5.22	4.656	7.225
<b>TOTALS</b>	<b>16,267</b>	<b>1,752,307,885.56</b>	<b>100.00</b>	<b>346</b>	<b>309</b>	<b>5.25</b>	<b>3.396</b>	<b>8.475</b>

**AUDITED CREDIT RIGHT PORTFOLIO, TDA IBERCAJA 6, FTA ISSUE.  
(Division by concentration by debtor)**

DEBTOR	NUMBER OF LOANS	CURRENT BALANCE (euros)	CURRENT BALANCE (%)
1	2	729,917.58	0.04
2	1	575,940.63	0.03
3	1	571,441.65	0.03
4	1	568,801.61	0.03
5	1	564,000.00	0.03
6	1	561,223.86	0.03
7	1	557,550.13	0.03
8	1	545,908.01	0.03
9	1	545,364.29	0.03
10	1	542,055.01	0.03
Other	16,256	1,746,545,682.79	99.67
<b>TOTALS</b>	<b>16,267</b>	<b>1,752,307,885.56</b>	<b>100</b>

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*This prospectus is a translation into English of the original "Folleto" drafted in Spanish language and registered with the "Comisión Nacional del Mercado de Valores" (the Spanish Securities Market Commission, "CNMV") on June 19, 2008.*

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

The Mortgage Loans that do not meet all the requirements of section two of Ley 2/1981, of 25 March, regulating the Mortgage Market, as currently worded (the "**Mortgage Market Act**") and are sold to the Fund through the issue of the Mortgage Transfer Certificates, pursuant to subparagraph three of paragraph two of the Fifth Additional Provision of Ley 3/1994

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 30 September 2048.

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

On the Date of Incorporation, the amount of the Mortgage Transfer Certificates will be one thousand five hundred million euros (€1,500,000,000) or slightly less, equivalent to the nominal amount of the Series A, B, C and D Bond issue.

### **2.2.6. Loan to value ratio or level of collateralization**

Prepared with information as at 23/05/2008

**AUDITED CREDIT RIGHT PORTFOLIO, TDA IBERCAJA 6, FTA ISSUE.**  
(Division by Current Balance/Appraisal Ratio)

CURRENT BALANCE/APPAISED VALUE RATIO	NUM	CURRENT BALANCE IN EUROS	CURRENT BALANCE WEIGHTED BY %	ORIGINAL MATURITY WEIGHTED BY OPENING BALANCE (months)	RESIDUAL MATURITY WEIGHTED BY CURRENT BALANCE (months)	CURRENT RATE WEIGHTED BY CURRENT BALANCE	CURRENT BALANCE/APPAISED VALUE RATIO WEIGHTED BY CURRENT BALANCE	Min. CURRENT RATE	Max. CURRENT RATE
0.00 - 10.00	142	2,232,721.05	0.13	189	133	5.39	7.60	4.749	8.475
10.00 - 20.00	691	22,546,087.08	1.29	213	164	5.30	15.93	4.500	8.397
20.00 - 30.00	1,358	66,357,230.01	3.79	241	189	5.27	25.83	3.950	7.464
30.00 - 40.00	1,677	112,500,453.14	6.42	273	227	5.25	35.36	4.000	6.416
40.00 - 50.00	1,807	156,871,182.44	8.95	299	255	5.23	45.49	3.950	8.255
50.00 - 60.00	2,183	218,319,882.91	12.46	316	273	5.23	55.17	4.306	8.166
60.00 - 70.00	2,588	286,021,228.84	16.32	330	286	5.24	65.40	4.250	8.397
70.00 - 80.00	3,046	427,164,692.09	24.38	368	336	5.20	75.22	3.396	7.725
80.00 - 90.00	1,154	179,006,729.35	10.22	392	361	5.31	85.73	4.250	8.248
90.00 - 100.00	1,621	281,287,678.65	16.05	415	390	5.34	95.11	4.673	6.293
<b>TOTALS</b>	<b>16,267</b>	<b>1,752,307,885.56</b>	<b>100.00</b>	<b>346</b>	<b>309</b>	<b>5.25</b>	<b>67.44</b>	<b>3.396</b>	<b>8.475</b>

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### **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 purposes. The Mortgage Loans are secured by a first-class real estate mortgage on a finished dwelling 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 Mortgage Loans have been granted by the Seller, in keeping with its routine procedures, which are described in the document "Internal Memo on Granting of Mortgage Loans", that is attached to the Deed of Incorporation, and which are summarized 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. Customers are always attended either by the sales representative or the branch manager.

IBERCAJA receives the customer's loan application in one of the following ways:

- a) The loan applicant is already an Ibercaja customer.
- b) The applicant is not an Ibercaja customer and is introduced by another customer, either because they are acquaintances or relatives, or because the applicant is going to buy the house that our customer is selling and needs to finance the transaction.
- c) The applicant is not an Ibercaja customer, but is applying after seeing an Ibercaja mortgage loan marketing campaign. Other times, new customers come to Ibercaja because they belong to groups (civil servants, employees of large companies, members of associations, etc.) with which the bank has signed agreements that include special terms and conditions for homebuyers.
- d) The application is filed by an estate agent.
- e) The applicant is buying a house whose construction has been financed by Ibercaja by granting a loan to the property developer (subrogated).

#### *b) Loans granted directly (individual mortgagor)*

During the first interview with customers, Ibercaja normally obtains information about the house that they wish to buy or renovate, if the house has to be bought by a certain date, financing needs, availability of previous savings, if they have been offered mortgages by other banks, and in return customers are given information about Ibercaja's range of products. In particular, customers are given:

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- A leaflet with information about the financial terms and conditions of mortgage loans, in accordance with the Ministerial Order dated 05/05/94, regarding the transparency of the financial terms of conditions of mortgage loans.

- Features of the types of mortgage loans best suited to the customer's profile (Product presentation card. As for subsidized loans, the possible associated discounts are established according to the products that entitle customers to such discounts, such as having their salary paid directly into the bank, direct debiting of bills, taking out insurance policies, among others).

- Simulated repayment schedule.

- Estimate of approximate costs.

At this point, the customer may decide to apply for the mortgage, or else think about it and compare different offers. In this latter case, the branch keeps in touch with the customer to monitor the situation. Once the customer has decided to apply for the mortgage and has submitted the documentation and information requested by Ibercaja, the branch starts processing and examining the application.

The customer has to furnish the following documents:

#### **For salaried workers**

- Photocopy of the Identity Card/Tax Identification Number of all the parties involved.
- Last two payslips or wages certificate.
- Last Income Tax return.
- Wealth Tax return (where applicable).
- Documentary justification of the origin and destination of the transaction (contract of sale, estimate, investment project, list of payments, etc.)
- Photocopy of the property deed of the building to be mortgaged or, where applicable, of the new works certificate/deed.
- Proof of payment of Property Tax.
- Up-to-date simple note issued by Land Registry.
- Photocopy of the marriage articles registered in the civil registry (where applicable).
- Photocopy of the court ruling filed in the Civil Registry if a court has issued a separation order or decree absolute.

#### **For professionals and self-employed workers**

In addition to any of the aforementioned documents that apply to them:

- Social security contributions, VAT returns for the current year and summary for the previous year.
- Quarterly income returns, if they are under the obligation to file them with the Tax Office.

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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 authorized to do so, or else submits the transaction for approval at a higher decision-making level authorized to do so.

When the transaction has been authorized 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.

*d) Collection System*

When the loan transaction has been formalized, all the information is recorded in the loan computer application, and all the subsequent administrative processes are automated. On signing the transaction, the borrower authorizes the bank to debit the loan repayments to a savings account opened in his or her name in the bank. Each loan transaction record contains repayment schedule information, such that whenever one of the repayment dates listed in the schedule is reached, the billing process is triggered: the maturity is recorded and the instalment is collected from the customer by direct debit to their account, and the loan status information is updated. The customer's receipt is issued when the amount of each instalment is debited to their account, and sent to the borrower's address via the bank's usual mailing procedures.

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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 Deed of Incorporation, with respect to itself, the Mortgage Transfer Certificates that it issues and with respect to the Mortgage Loans in which the Mortgage Transfer Certificates that it issues participate, on the Date of Incorporation 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 authorized 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 authorization as a credit institution.
3. That it has obtained all of the administrative and corporate authorizations required from third parties in order to assign the Mortgage Loans to the Fund by issuing the Mortgage Transfer Certificates, for the valid granting of the Deed 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 2005, 31 December 2006, and 31 December 2007, with a favourable opinion from the auditors in, at least, the report issued with respect to the financial year ended 31 December 2007, and that it has filed such annual accounts with the CNMV and the Mercantile Registry.
5. That it complies with current data protection legislation.

### **2.2.8.2. Representations of the Seller with regard to the Mortgage Loans mobilized through the portfolio of Mortgage Transfer 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 the free transfer of the Mortgage Loans or otherwise, such consent has been obtained.
3. That the information given about the Mortgage Loans in Appendix 6 to the Deed of Incorporation will correctly reflect their status on the Date of



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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 or notified to the Sociedad Gestora is correct, according to the information about such loans included in the computer files or in the documentation of the Seller and is not misleading. Furthermore, any information about the Mortgage Loans that might, in any way, affect the financial or legal structure of the Fund has been reported to the Sociedad Gestora.

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 backing the issue of Mortgage Transfer Certificates have been granted to natural persons for the purposes of the purchase, construction or rehabilitation of dwellings located in Spain or for other purposes.

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 on a finished dwelling raised on the fee simple ownership of each and every one of the properties in question, without the mortgaged dwellings 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 Deed of Incorporation of the Fund and in the Multiple Certificate. 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, of 17 March, developing the Mortgage Market Act ("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.
10. That none of the Mortgage Loans has been arranged pursuant to the rules, and under the financing terms and conditions, that regulate Mortgage Loans intended for the purchase of Officially Subsidised Housing.

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11. That the Outstanding Nominal Balance of each of the Mortgage Loans backing the Mortgage Transfer Certificates will not exceed 100% of the appraised value of the dwellings mortgaged to secure the corresponding Mortgage Loan, on the date of issue of the Mortgage Transfer Certificates.
12. That the Seller has no knowledge of the value of any mortgaged property having dropped by more than 20% of the appraised value.
13. That the dwellings 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 the Mortgage Transfer Certificates.
14. That the Mortgage Loans have been granted in accordance with market criteria.
15. That the policy set out in the document entitled "Internal Memo on Granting of Mortgage Loans" that is attached to the Deed of Incorporation and which is summarized in section 2.2.7 above, has been followed faithfully, and is the policy normally used by the Seller in granting Mortgage Loans and is legal.
16. That the Mortgage Loans have been executed in a public deed.
17. 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 Mortgage Loans are clearly identified both in computer records and in their deeds and are analysed and monitored by the Seller.
18. 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.
19. 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.
20. That none of the Mortgage Loans will have, on the Date of Incorporation, payments in arrears by more than thirty (30) days.
21. That the Seller has no knowledge of the Mortgagors holding any credit right against the Seller that entitles the Mortgagors to a setoff such as could adversely affect the rights conveyed the Mortgage Transfer Certificates.
22. 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.

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23. That the Seller has not received, on the Date of Incorporation, any notice regarding the full early redemption of the Mortgage Loans.
24. That it is not aware of any circumstance that would hinder foreclosure of the mortgage security underlying the Mortgage Loans.
25. That it is not aware that anybody has any right senior to the rights of the Fund as holder of the Mortgage Transfer Certificates, to collect the amounts derived from the Mortgage Loans, except for legal preferential rights.
26. 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) will not, on the Date of Incorporation, exceed seven hundred and twenty-nine thousand nine hundred and seventeen euros and fifty-eight eurocents (€729,917.58)
27. That the Mortgage Loans are not subject to any issue of mortgage-backed bonds and, as from the issue of the Mortgage Transfer Certificates, will not be subject to any issue of mortgage-backed certificates, mortgage bonds, mortgage participations or other mortgage transfer certificates.
28. That the Mortgage Transfer Certificates are issued for the same term to maturity and at the same interest rate as each of the underlying Mortgage Loans.
29. That on the day of the issue, the Outstanding Nominal Balance of each of the Mortgage Loans is equivalent to the nominal amount of the Mortgage Transfer Certificate to which it relates.
30. That the last regular redemption date of the Mortgage Loans is 30 September 2048.
31. That the information about the Certificates and the Mortgage Loans given in the Prospectus and in the Deed of Incorporation, is accurate and gives a true a fair view of the actual situation.
32. 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.
33. 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.
34. 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.
35. That, once the Mortgage Transfer Certificates have been issued, the volume of mortgage certificates issued by the Seller and that are outstanding will not exceed 80% of the total unredeemed capital of the portfolio mortgage loans that meet the requirements set forth in Section II of the Mortgage Market Act, in accordance with the provisions of section 16 thereof.

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

In the exceptional event that, after the Date of Incorporation and, notwithstanding the declarations made by each Seller and the diligence exercised by the latter in ensuring their truthfulness, it is found, during life of the Fund, that one of the Mortgage Transfer Certificates or that one of the Mortgage Loans upon which the latter have been issued, did not conform, on the Date of Incorporation, 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 the Deed of Incorporation, the Seller undertakes as follows:

- (A) To substitute the Mortgage Transfer Certificate with another of similar financial characteristics, in terms of the amount, maturity term, interest rate, characteristics of the mortgagor and mortgaged dwelling and current balance/appraised value ratio, that is accepted by the Sociedad Gestora, reported to the Rating Agency and provided that it does not affect the Bond rating granted by such Agency.

The accrued and unpaid amounts of the Mortgage Transfer 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 Mortgage Transfer Certificate is substituted.

Be that as it may, when substituting a Mortgage Transfer Certificate, the Seller must attest that the substitute Mortgage Transfer 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 Mortgage Transfer 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 transfer certificates to substitute the ones affected. If any Mortgage Transfer 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 is issued on the Date of Incorporation.

The Seller undertakes to formalize the substitution of the Mortgage Transfer Certificates in a public deed 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 Agency 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 securitized portfolio in terms of the amount, the class, the maturity term, the interest rate, the characteristics of the mortgagor, the characteristics of the mortgaged dwelling, or current balance/appraised value ratio, the Seller undertakes to proceed to the early redemption of the Mortgage Transfer Certificate in question, by reimbursing, in cash, both the outstanding capital of the Mortgage Transfer Certificate in question and the interest accrued and unpaid to

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date, as well as payable any other amount owing to the Fund with respect to the Mortgage Transfer Certificate in question, by depositing it in the Fund. The Sociedad Gestora will use the amounts received from the early redemption of the Mortgage Transfer Certificates affected by the aforementioned circumstances, to redeem the Bonds on the next Payment Date, subject to the Priority of Payment Order or the Liquidation Priority of Payment Order described in sections 3.4.6.2.2 and 3.4.6.3, respectively, 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 Deed 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 Mortgage Transfer Certificates in question, pursuant to the provisions of letters (A) and (B) 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**

Not applicable.

#### **2.2.11. Information on the debtors where the securitized assets include 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.

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**2,214. Where the assets include equity securities, description of the principal terms and conditions.**

Not applicable.

**2,215. Where more than 10% of the securitized assets comprise equity securities that are not traded on a regulated or equivalent market, a description of the principal terms and conditions.**

Not applicable.

**2.2.16. A 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.

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### 3. STRUCTURE AND CASH FLOW

#### 3.1. Description of the structure of the transaction

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

FUND BALANCE SHEET (at source)			
EUROS			
ASSETS		LIABILITIES	
Certificates*	1.500.000.000,00	Series A	1.440.000.000,00
		Series B	30.000.000,00
		Series C	15.000.000,00
		Series D	15.000.000,00
		Series E	21.000.000,00
Treasury			
Reserve Fund	21.000.000,00		
Initial expenses	500.000,00	Subordinated Loan (1st drawdown)	500.000,00
<b>TOTAL ASSETS</b>	<b>1.521.500.000,00</b>	<b>TOTAL LIABILITIES</b>	<b>1.521.500.000,00</b>
Funds available for Bridge Loan**	6.300.000,00	Subordinated Loan (2nd drawdown)	6.300.000,00

(\*): In preparing the Balance Sheet, it has been considered that the amount of the Mortgage Transfer Certificates is one thousand five hundred million euros (€1,500,000,000). However on the Incorporation Date, the amount of the Mortgage Loans sold to the Fund through the issue of the Mortgage Transfer Certificates will be equal to or slightly less than one thousand five hundred million euros (€1,500,000,000).

(\*\*) The 2<sup>nd</sup> drawdown of the Subordinated Loan will be made on 21 November 2008 in the Treasury Account.

#### 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 sections 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 issue and subscription of the Mortgage Transfer Certificates.

The Mortgage Loans will be transferred to the Fund through the issue of the Mortgage Transfer Certificates by the Seller and their subscription by the Sociedad Gestora on behalf of the Fund pursuant to the Deed of Incorporation and to this Prospectus. The Mortgage Transfer Certificates be issued in an amount equal to or slightly less than one thousand five hundred million euros (€1,500,000,000), equivalent to the nominal amount

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of the Series A, B, C and D Bond issue, each Mortgage Transfer Certificate referencing a 100% participation in the outstanding principal of each Mortgage Loan, and accruing interest at a rate equal to the nominal interest rate accrued by each 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 Mortgage Transfer Certificates, will take place on the Date of Incorporation for the remaining term to maturity of said Mortgage Loans, with no agreement of any kind to repurchase on the part of the Seller. The Mortgage Transfer Certificates will begin to accrue the corresponding interest, beginning on the Date of Incorporation (inclusive), and therefore 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 Mortgage Transfer Certificates, whether pursuant to the Deed 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.

### **3.3.2. Mortgage Transfer Certificate issue price**

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

The price of the Mortgage Transfer 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.

In the event of termination of the incorporation of the Fund and, consequently, of the issue and subscription of the Mortgage Transfer Certificates, (i) the obligation of the Fund to pay for the Mortgage Transfer 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 Mortgage Transfer Certificates.

### **3.3.3. Description of the rights conferred upon the Fund for the subscription of the Mortgage Transfer Certificates representing the Mortgage Loans.**

The Fund, as legal holder of the Mortgage Transfer Certificates, will hold the rights generally recognized by applicable law and in the Mortgage Transfer Certificates.



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Specifically, the Fund will be entitled to receive the payments which, starting on the Date of Incorporation, are made by the Mortgagors, with the exceptions noted in the following paragraph, as well as any other payments arising from the Loans, whenever they are made in accordance with the Mortgage Transfer Certificates. The Mortgage Transfer 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, where applicable, 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, which will be payable to the Seller.

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, as a result of the non-observance of this obligation.

#### **3.3.4. Representation of the Mortgage Transfer Certificates and deposit thereof.**

The Mortgage Transfer Certificates that will be pooled in the Fund will be represented by a registered multiple certificate, representing all the Mortgage Transfer 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 Mortgage Transfer Certificates have to be sold, and for any other circumstances which may arise, the Seller undertakes to divide any multiple certificate representing the Mortgage Transfer Certificates into as many individual or multiples certificates as may be required, or to substitute or exchange them, in order to achieve the aforementioned purposes.

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The Multiple Certificate representing the Mortgage Transfer 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 thereof.

### **3.3.5. Other legal system requirements for the Mortgage Transfer Certificates.**

As established in Royal Decree 685/1982, the Mortgage Transfer Certificates will be transferable by written declaration on the security 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 qualified or professional investors and not permitted for the non-specialized 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 Mortgage, nor likewise for the adequacy of the mortgage which secures it.

### **3.3.6. Notification of the Mortgagors**

The respective Mortgagors will not be notified of the sale by IBERCAJA of the Mortgage Loans to the Fund, and under no circumstances will such notification be compulsory for the sale to take effect. In the event of bankruptcy, or signs thereof, or in the event of an intervention by the Bank of Spain, of the liquidation or substitution of the Seller, or because the Sociedad Gestora deems it reasonably justified, the latter may demand that the Seller notify the Mortgagors (and, where applicable, the third-party guarantors and any insurance companies with which the Mortgagors may have taken out, where applicable, the insurance policies associated to the Mortgage Loans), that the non-reimbursed Loans will be transferred to the Fund, and that the payments derived therefrom only will release them from their obligations if they are made to the Reinvestment Account opened in the name of the Fund. However, both in the event that the Servicer fails to notify the Mortgagors within five (5) Business Days of receiving the demand, and in the event of the Bankruptcy of the Servicer, it will be the Sociedad Gestora itself, either directly or, as the case may be, through the new Servicer if one has been appointed, who will notify the Mortgagors and, where applicable, the third-party guarantors and insurance companies.

The Seller will bear the expenses of notifying the Mortgagors of the Mortgage Loans, even if the latter are notified by the Sociedad Gestora.

## **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.**

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The cash flow from the assets will meet the issuer's obligations as follows:

- a) On the Disbursement Date, the Fund will pay the price of the Mortgage Transfer Certificates issued from the amount of issue price received from the Series A, B, C and D Bonds
- b) On the Disbursement Date, the Fund will also receive the amount of the first drawdown of the Subordinated Loan, which will be allocated to the payment of the initial expenses of the Fund, namely the incorporation of the Fund and the issue of the Bonds.
- c) On the Disbursement Date, the Reserve Fund will be provisioned with the amount principal received from the Series E Bonds.
- d) On the second (2<sup>nd</sup>) Business Day prior to the first Payment Date of the Fund, the Seller will deposit the second drawdown of the Subordinated Loan in the Treasury Account. The second drawdown will be allocated exclusively to meet the shortfall that exists on the first Fund Payment Date between the interest accrued until said Payment Date and the interest collected from the Mortgage Loans prior to the first Payment Date.
- e) On each Collection Date, the Sociedad Gestora, for and on behalf of the Fund, will receive the amounts that the Mortgage Loan debtors have paid for the principal and interest during the immediately previous 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 Priority of Payment Order.
- f) 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, for any payments to which the Fund is entitled as holder of the Mortgage Transfer Certificates, from the end of the most recent Collection Period until the Collection Date on which the Technical Advance is requested.

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- g) The Available Funds will be used on each Payment Date to meet the Fund's payment obligations in accordance with the Priority of Payment Order described in section 3.4.6.2.2 of the Additional Building Block and with the Liquidation Priority of Payment Order described in section 3.4.6.3 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 Priority of Payment Order, and with the Liquidation Priority of Payment 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 payment of interest and the return of principal which results from their ranking in the Priority of Payment Order and in the Liquidation Priority of Payment Order, constitute a protection mechanism between the different Series of Bonds.

In order to mitigate the interest rate risk which exists due to the fact that the Mortgage Transfer Certificates are subject to floating interest rates with different reference indices and different review and settlement periods to the floating interest rates established for each of the Series of Bonds issued from the Fund, as well as the risk posed by the fact that, under the regulations for the modification and replacement of mortgage loans, the Mortgage Transfer Certificates may be subject to renegotiations that lower the agreed interest rate, the Sociedad Gestora will enter into an Interest Swap Agreement with IBERCAJA, described in section 3.4.7.1. of this 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, C and D Bonds, according to the Priority of Payment Order described in section 3.4.6.2.2 of the Additional Building Block, a reserve fund (the "**Reserve Fund**") will be established.

The Reserve Fund will be initially established on the Disbursement Date, from the amount of the issue of the Series E Bonds, for an amount of twenty-one million euros (€21,000,000).

On each Payment Date, the Funds Available on each Payment Date for that purpose, according to the Priority of Payment Order described in section 3.4.6.2.2. of the Additional Building Block, will be allocated to the Reserve Fund until the required level (the "**Required Level**") is reached.

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

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- Twenty-one million euros (€21,000,000).
- 2.80% of the Receivable Nominal Balance of the Series A, B, C, and D Bonds.

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 the Required Level on the previous Payment Date.
- That the Receivable Nominal Balance of the Non Defaulted Certificates, more than 90 days in arrears, does not exceed 1% of the Receivable Nominal Balance of the Non-Defaulted Mortgage Transfer Certificates.
- That 3 years have not elapsed since the Date of Incorporation of the Fund.

The minimum Required Level of the Reserve Fund may not be less than ten million five hundred thousand euros (€10,500,000).

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, the main terms of which are described below.

#### **3.4.3.1 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 amount of six million eight hundred thousand euros (€6,800,000).

The amount of the Subordinated Loan will be delivered in two drawdowns:

- (i) The first drawdown, for an amount of five hundred thousand euros (€500,000), will take place on the Disbursement Date through its deposit in the Treasury Account.
- (ii) The second drawdown, for a maximum amount of six million three hundred thousand euros (€6,300,000), will take place on the second (2<sup>nd</sup>) Business Day prior to the first Payment Date through its deposit in the Treasury Account. The definitive amount of the second drawdown will be determined by the Sociedad Gestora before the second (2<sup>nd</sup>) Business Day prior to the first Payment Date.

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The amount of the Subordinated Loan will be allocated by the Sociedad Gestora as follows:

- (i) The first drawdown will be allocated to pay the initial expenses of the Fund incurred in the incorporation of the Fund and the issue of the Bonds.
- (ii) The second drawdown will be allocated exclusively to meet the shortfall that exists on the first Fund Payment Date between the interest accrued by the Mortgage Loans until said Payment Date and the interest collected from the Mortgage Loans prior to the first Payment Date.

The interest on the Subordinated Loan will be calculated based on an annual interest rate, adjusted 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 Priority of Payment Order. 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 three hundred and sixty (360) day year. The Subordinated Loan will mature on the Fund Legal Maturity Date. Notwithstanding the above, the Subordinated Loan will be redeemed on each Payment Date by the amount of the Available Funds pursuant to the Priority of Payment Order and the Liquidation Priority of Payment Order, set forth in sections 3.4.6.2.2. and 3.4.6.3. of the Additional Building Block, respectively.

All of the amounts that are to be paid to the Seller, as the Fund's counterparty in the Subordinated Loan, whether for the payment of accrued interest or for the repayment of principal, pertaining to the Subordinated Loan, will be subject to the Priority of Payment Order or to the Liquidation Priority of Payment Order described in sections 3.4.6.2.2. 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 on their respective Payment Date, will be paid on the following Payment Dates on which the Available Funds permit said payment according to the Priority of Payment Order or to the Liquidation Priority of Payment Order described in sections 3.4.6.2.2. 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.

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

### **3.4.3.2 Subordination of the Series B, C and D Bonds**

In terms of payment of interest and reimbursement of principal, the Series B Bonds rank after the Series A Bonds.

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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 C Bonds rank after the Series A, B and C Bonds.

In terms of payment of interest and reimbursement of principal, the Series E Bonds rank after the Series A, B, C and D Bonds.

All pursuant to the Priority of Payment Order and the Liquidation Priority of Payment Order established, respectively in sections 3.4.6.2.2 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 Priority of Payment Order.

#### **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 ( Reinvestment Account)**

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 the 20<sup>th</sup> day of each month or, if that day is not a Business Day, on the immediately preceding Business Day.

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 opened with the Financial Agent, with good value on the second (2<sup>nd</sup>) 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 Priority of Payment Order or in the Liquidation Priority of Payment Order set forth, respectively, in sections 3.4.6.2.2. and 3.4.6.3 of this Additional Building Block, with the Sociedad Gestora giving appropriate instructions for such purposes. These amounts will only correspond to the amounts collected by the Seller

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for any reason in relation to the Mortgage Loans that it services during the three (3) Collection Periods prior to each 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 an annual interest rate, adjusted quarterly, equal to the Bond Reference Rate, as described in the Guaranteed Interest Rate Deposit Contract.

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 the Fund has any amount left over once the Available Funds have been used to meet the payment obligations set forth in the Priority of Payment Order or, where applicable, in the Liquidation Priority of Payment Order, and prior written approval from the Sociedad Gestora has been obtained.

In the event that the rating assigned by the Rating Agency to the Seller's short-term risk is downgraded below P-1 on Moody's scale, or the Rating Agency withdraws such rating for any reason, in order to maintain the ratings assigned to each Series by the Rating Agency and after notifying the latter, must:

(i) find an entity whose unsecured and non-subordinated short-term debt is rated at least P-1 on the Moody's scale, that is willing to take over, under the same terms and conditions, the duties of the Seller in relation to the Reinvestment Account, or

(ii) obtain a first demand bank guarantee, also from an entity with the two 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 for as long as the rating assigned by the Rating Agency to the Seller remains downgraded.

Such actions must be implemented within thirty (30) days of the rating of the non-subordinated and unsecured debt of the Seller being downgraded to below P-1 on Moody's scale.

Any replacement, guarantee or investment will be subject to confirmation by the Rating Agency. All the costs incurred in any of the actions defined above will be for the account of the Seller.

For these purposes, the holder of the Reinvestment Account will give an irrevocable undertaking to notify the Sociedad Gestora, as soon as such circumstance occurs, throughout the life of the Bond Issue, if the long and short term ratings assigned to it by the Rating Agency are modified or withdrawn.

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 the revenues from the Mortgage Transfer Certificates every



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forty-eight (48) hours in the Reinvestment Account, although the quarterly transfer to the Treasury Account will be maintained.

#### **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 (the "**Treasury Account**").

The Seller will transfer to the Treasury Account, for value on the second (2<sup>nd</sup>) Business Day immediately prior to each Payment Date, the amounts that are specified in section 3.4.4.1. above placed in the Reinvestment Account.

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

Likewise, on the Disbursement Date, the Seller will deposit the first drawdown of the Subordinated Loan.

On the second (2<sup>nd</sup>) Business Day prior to the first Payment Date of the Fund, the Seller will deposit the amount of the second drawdown of the Subordinated Loan in the Treasury Account.

All payments from the Fund will be transacted through the Treasury Account, in accordance with the Priority of Payment Order or the Liquidation Priority of Payment Order, described in sections 3.4.6.2.2. 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 Agency to the Financial Agent's short-term risk is downgraded below P-1 on Moody's scale, or such rating is withdrawn by the Rating Agency for any reason, the Sociedad Gestora will put into practice one of the options that are described in section 5.2 of the Securities Note.

#### **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 20<sup>th</sup> day of each month and will consist of the proceeds received from the Mortgage Transfer Certificates during the previous Collection Period.

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The monthly nature of such deposits may be reduced if the rating assigned by the Rating Agency to the Seller as the servicer of the Mortgage Loans is downgraded:

Should the rating assigned by Moody's to the Seller's short term risk be downgraded below a short-term rating of P-1, or should Moody's withdraw such rating, for any reason whatsoever, the Seller will start depositing amounts every forty-eight (48) hours 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 paragraph (i) of section 3.4.4.1.

### **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-calendar 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 (the "**Technical 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 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 Mortgage Transfer Certificates, from the end of the last Collection Period until the Collection Date on which the Technical Advance is requested.

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) Disbursement of the Bond subscription.
  - b) First drawdown of the principal of the Subordinated Loan.

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- c) The Fund will obtain the funds corresponding to the second drawdown on the Subordinated Loan on the Business Day prior to the first Fund Payment Date.
2. **Application:** The Fund, in turn, will apply the abovementioned funds for the following items:
- a) Payment of the Mortgage Transfer Certificate subscription price.
  - b) Payment of the initial expenses of the Fund as described in section 6 of the Securities Note.
  - c) Allowance for the Reserve Fund.
  - d) The amount of the second drawdown of the Subordinated Loan will be allocated to meet the shortfall that exists on the first Fund Payment Date between the interest accrued on the Mortgage Transfer Certificates from the Date of Incorporation until the first Payment Date and the interest collected from the Mortgage Transfer Certificates due prior to such Payment Date.

**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 of Payment Order established for each one of them in the next section.

**3.4.6.2.1 Available Funds: Source**

The Funds Available on each Payment Date to meet the payment or withholding obligations listed in section 3.4.6.2.2 infra, will be:

- 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, except for the first Payment Date, which will correspond to the four (4) Collection Periods immediately prior to that Payment Date).
- b) The Technical Advance requested from the Seller.
- c) The amounts which at any given moment comprise the Reserve Fund.
- d) Interest on the balances of the Reinvestment Account.
- e) Where applicable, the Net Amount received under the Interest Swap Agreement or, in the case of a breach, of its settlement payment.

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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 that Payment Date, except for the first Payment Date, which will correspond to the four (4) Collection Periods immediately prior to that Payment Date). Such amounts will include any indemnities that the Seller receives as beneficiary, where applicable, of the damage insurance policies and any others amounts to which the Fund is entitled as holder of the Mortgage Transfer Certificates, which will be deposited in the Reinvestment Account.

In the event of the liquidation of the Fund, the proceeds of the Liquidation of the Fund's assets will be available and all the amounts deposited in the Treasury Account and in the Reinvestment Account will be regarded as Available Funds.

#### **3.4.6.2.2 Available Funds: Application**

In general, the Fund's Available Funds, as defined in the preceding section, will be applied on each Payment Date to the following uses, thus establishing the Priority of Payment Order which is listed below:

1. Ordinary and Extraordinary Expenses and taxes payable by the Fund.
2. 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.
3. Payment of Interest of the Series A Bonds.
4. Payment of Interest of the Series B Bonds.

The payment of interest of the Series B Bonds will be postponed and rank 8th in the Priority of Payment Order when on a Payment Date:

- (a) The Receivable Nominal Balance of the Non-Defaulted Mortgage Transfer Certificates represents more than 9% of the Original Balance of the Mortgage Transfer Certificates; and
  - (b) The Series A Bonds have not been fully redeemed or will not be fully redeemed on that Payment Date.
5. Payment of Interest of the Series C Bonds.

The payment of interest of the Series C Bonds will be postponed and rank 9th in the Priority of Payment Order when on a Payment Date:

- (a) The Receivable Nominal Balance of the Non-Defaulted Mortgage Transfer Certificates represents more than 7.50% of the Original Balance of the Mortgage Transfer Certificates; and

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(b) The Series A and Series B Bonds have not been fully redeemed or will not be fully redeemed on that Payment Date.

6. Payment of the Interest on the Series D Bonds.

The payment of interest of the Series D Bonds will be postponed and rank 10th in the Priority of Payment Order when on a Payment Date:

(a) The Receivable Nominal Balance of the Non-Defaulted Mortgage Transfer Certificates represents more than 5.00% of the Original Balance of the Mortgage Transfer Certificates; and

(b) The principal of the Series A, Series B and Series C Bonds has not been fully redeemed or will not be fully redeemed by that Payment Date.

7. Repayment of the principal of Series A, B, C and D 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 4 above, payment of the Series B Bond Interest.

9. In the event of the situation described in number 5 above, payment of the Series C Bond Interest.

10. In the event of the situation described in number 6 above, payment of the Series D Bond Interest.

11. Allocation, where applicable, of the Reserve Fund until the Required Level of the Reserve Fund is reached.

12. Payment of interest of the Series E Bonds.

13. Redemption of the Series E Bonds.

14. 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.

15. Interest accrued by the Subordinated Loan.

16. Repayment of the principal of the Subordinated Loan.

17. 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:

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- 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 Priority of Payment 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 3.4.6.2.1. of this Additional Building Block, will be applied to the following items, which will form the Liquidation Priority of Payment Order:

1. Fund Ordinary, Extraordinary and Liquidation Expenses, Fund Extinction Expenses reserve and taxes payable by the Fund.
2. 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.
3. Payment of Interest of the Series A Bonds.
4. Redemption of the Series A Bonds.
5. Payment of Interest of the Series B Bonds.
6. Redemption of the Series B Bonds.
7. Payment of Interest of the Series C Bonds.
8. Redemption of the Series C Bonds.
9. Payment of the Interest on the Series D Bonds.
10. Redemption of the Series D 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 interest of the Series E Bonds.

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13. Redemption of the Series E Bonds.
14. Payment of the interest accrued by the Subordinated Loan.
15. Repayment of the principal of the Subordinated Loan.
16. Payment of the Financial Intermediation Margin.

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

Pursuant to the provisions of the Priority of Payment Order and the Liquidation Priority of Payment Order, described in the previous paragraphs, 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.

##### ***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 of the first drawdown from the Subordinated Loan and without being subject to the Fund Priority of Payment Order.

##### ***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 Priority of Payment Order or Liquidation Priority of Payment 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 authorizations; the fees payable to the Rating Agency 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 organized 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, the fee of the Sociedad Gestora and the fee of the Financial Agent. In accordance with the hypotheses set forth in section 4.10 of the Securities Note, according to which the estimated annual ordinary expenses of the Fund amount to two hundred and ninety thousand (290,000) euros, it is estimated that the Ordinary Expenses for the first Payment Date of the Fund will total one hundred and thirty-five thousand (135,000) euros. It is expected that the annual amount of Ordinary Expenses

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will drop throughout the life of the Fund due to the fact that the amount of some of the Ordinary Expenses of the Fund are calculated as a percentage of the balance of the transaction, which logically will drop over time.

- The following are considered extraordinary expenses (“**Extraordinary Expenses**”): any expenses arising from the preparation and formal execution of the amendment of the Deed of Incorporation and of the Contracts, as well as for the execution of additional contracts; where applicable, the amount of initial Fund Incorporation and Bond Issue expenses that exceed the amount of the first drawdown of the Subordinated Loan; extraordinary audit and legal advice expenses; any expenses incurred in the sale of the Mortgage Transfer 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.
- Any expenses that are incurred in liquidating the Fund will be considered liquidation expenses (the “**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 Mortgage Transfer 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 one (1) to sixteen (16) of the Priority of Payment Order and of items one (1) to fifteen (15) in the Liquidation Priority of Payment 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 Mortgage Transfer 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**



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The Sociedad Gestora will enter into, on behalf of and for account of the Fund, an Interest Swap Agreement (the **"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:** Each settlement date (the **"Settlement Date"**) will coincide with the Bond Payment Dates, in other words, 25 February, 25 May, 25 August and 25 November of each year, or, if that day is not a Business Day, on the next Business Day. The first Fund Payment Date will be 25 November 2008.

**"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 Date of Incorporation (inclusive) and 25 November 2008, (exclusive).

**"Interest Computable for the Purposes of the Settlement of the Swap"** is the sum of all the amounts of interest of the Mortgage Transfer Certificates paid by the Mortgagors during the three (3) 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 an amount (the **"Amount Payable by Party B"**), equal to the result of recalculating the payments of interest on the Mortgage Transfer Certificates corresponding to the Interest Computable for the purposes of the Settlement of the Swap, by substituting the actual rate applied to each Mortgage Transfer 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 Accrual Period, and (ii) a margin that will be applied to the Reference Interest Rate equal to 0.60%.

**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

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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 Priority of Payment Order or the Liquidation Priority of Payment Order set forth in section 3.4.6.2.2. and 3.4.6.3, respectively, 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 settlement amount specified under the terms of the Interest Swap Agreement, all in accordance with the Priority of Payment 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**

Party B will give the following irrevocable undertakings under the Interest Swap Agreement:

- (i) If, at any time throughout the lifetime of the Bond Issue, neither Party B nor any of its Guarantors has the Required First Rating Level ("Breach of the First Rating Level"), Party B will implement one of the following measures within thirty (30) Business Days of such circumstance occurring:
  - a. Find a Substitute with the Required First Rating Level (or else a Substitute that has a Guarantor with the Required First Rating Level).
  - b. Find a Guarantor with the Required First Rating Level.
  - c. Make a deposit consisting of cash or of securities in favour of the Fund in

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an entity whose non-subordinated and unsecured short-term debt is rated P-1 on Moody's scale, granted for an amount that does not have a negative impact on the rating of the Bonds by Moody's.

- (ii) If, at any time throughout the lifetime of the Bond issue, neither Party B nor any of their Guarantors has the Required Second Rating Level ("Breach of the Second Rating Level"), Party B, acting diligently, will procure, in the shortest possible time frame, to (A) find a Guarantor with the Required Second Rating Level; or (B) find a Substitute with the Required Second Rating Level (or else a Substitute that has a Guarantor with the Required Second Rating Level).

Until the alternatives described above are implemented, Party B will, within thirty (30) Business Days from the occurrence of the Breach of the Second Rating Level, make a deposit consisting of cash or of securities in favour of the Fund in an entity whose non-subordinated and unsecured short-term debt is rated P-1 on Moody's scale, for an amount that does not have a negative impact on the rating of the Bonds by Moody's.

The obligations of Party B under sections (i) and (ii) above, as well as the Grounds of Early Termination derived therefrom, will only remain in force while the grounds that gave rise to the Breach of the First Rating Level or the Breach of the Second Rating Level, respectively, continue to exist. The amount of the deposit that Party B may have made under sections (i) and (ii) above will be returned to Party B when the grounds that gave rise to the Breach of the First Rating Level or the Breach of the Second Rating Level, respectively, cease to exist.

**"Guarantor"** means the entity that provides an unconditional, irrevocable and first demand guarantee with respect to all the present and future obligations of Party B with respect to the Interest Swap Agreement (the "Guarantee"), and provided that (A) a law firm provides a legal opinion confirming that none of the payments made by such entity to Party A under the Guarantee is subject to deductions or withholdings by or on account of a tax; or (B) the Guarantee stipulates that, if such deduction or withholding exists, the payment made by such entity will be increased by the amount necessary in order for the net payment received by Party A to equal the amount that Party A would have received had the deduction or withholding not existed.

**"Substitute"** means the entity that is subrogated in the contractual position of Party B in the Interest Swap Agreement or that enters into a new interest swap agreement with Party A, in terms substantially identical to the Interest Swap Agreement (which will be confirmed by Party A, acting diligently), and provided that (A) a law firm provides a legal opinion confirming that none of the payments made by such entity to Party A is subject to deductions or withholdings by or on account of a tax; or (B) if such deduction or withholding exists, the payment made by such entity will be increased by the amount necessary in order for the net payment received by Party A to equal the amount that Party A would have received had the deduction or withholding not existed. Such entity, in all events, will be deemed Party B in the Interest Swap Agreement or in the new Interest Swap Agreement that is signed.

An entity will have the "Required First Rating Level" (A) in the event that such entity has a Moody's rating for its unsecured and non-subordinated short-term debt, if such rating is P-1 and the Moody's rating for its unsecured and non-subordinated long-term debt is

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rated A2 or higher, and (B) in the event that such entity does not have a Moody's rating for its unsecured and non-subordinated short-term debt, if the Moody's rating for its unsecured and non-subordinated long-term debt is rated A1 or higher.

An entity will have the "Required Second Rating Level" (A) in the event that such entity has a Moody's rating for its unsecured and non-subordinated short-term debt, if such rating is P-2 or higher and the Moody's rating for its unsecured and non-subordinated long-term debt is rated A3 or higher, and (B) in the event that such entity does not have a Moody's rating for its unsecured and non-subordinated short-term debt, if the Moody's rating for its unsecured and non-subordinated long-term debt is rated A3 or higher.

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

For these purposes Party B will give an irrevocable undertaking to notify the Sociedad Gestora, as soon as such circumstance occurs, throughout the life of the Bond issue, if the long and short term ratings assigned to it by the Rating Agency are modified or withdrawn.

#### **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. of the Securities Note.

#### **3.5. Name, address and significant business activities of originators of the securitized 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).

Included below are the consolidated financial statements (Balance Sheet, Income Statement) of IBERCAJA as of 31 March 2008 (unaudited), 31 December 2006 and 31 December 2007 (audited in both cases):

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Consolidated figures for IBERCAJA as at 31 March 2008 and 31 December 2007 and 2006.

	31/03/2008	31/12/2007	31/12/2006	% Chg (Dec 06- Dec 07)
<b>BALANCE SHEET (millions of euros)</b>				
Total assets	43.007,37	43.009,73	37.544,24	14,56%
Lending Operations	34.317,36	32.754,80	29.169,64	12,29%
Financial liabilities at depreciated cost	36.245,80	36.070,71	31.009,74	16,32%
Equity	2.391,08	2.356,30	2.142,07	10,00%
Total Equity	2.590,66	2.646,43	2.420,42	9,34%
<b>INCOME STATEMENT (millions of euros)</b>				
Net Interest Income	170,54	631,01	532,49	18,50%
Basic Income	222,39	846,63	738,16	14,69%
Ordinary Income	265,93	995,39	845,62	17,71%
Operating Income	136,81	521,59	415,75	25,46%
Pre-tax profit	117,86	365,32	331,57	10,18%
Earnings after Tax	87,17	271,02	237,99	13,88%
Net attributed profit	87,22	271,05	238,25	13,77%
<b>RELEVANT RATIOS (%)</b>				
ROE (Return on equity)	14,59	11,50	11,12	3,42%
ROA (Net income / Average total assets)	0,81	0,68	0,70	-2,86%
NPL Ratio	0,94	0,76	0,50	52,00%
NPL Coverage Ratio	195,14	244,00	340,67	-28,38%
Efficiency Ratio	43,72	42,78	45,72	-6,43%
Solvency Ratio	-	12,38	12,92	-4,18%
<b>OTHER INFORMATION</b>				
Number of Branches	1.083	1.082	1.045	3,54%
Number of employees	4.929	4.862	4.586	6,02%

### 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. IBERCAJA will not receive any fee for performing its duties as Servicer.

The Sociedad Gestora will be responsible for making the calculations and for performing the actions set forth in the Deed 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 Mortgage Transfer 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 Deed of

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Incorporation, to safeguard and service the Mortgage Loans securing the Mortgage Transfer Certificates 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.

***I.- General commitments of the 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:

- (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 Deed of Incorporation and this Prospectus.
- (iv) Comply with all the instructions of the Sociedad Gestora, given in accordance with the provisions of the Deed of Incorporation and this Prospectus.
- (v) Take any action necessary to request and keep in full force and effect any licenses, approvals, authorizations, and consents that may be necessary or appropriate relating to the development of the services set forth in the Deed 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.

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Specifically, the Seller, in its capacity as the servicer 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 Deed 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 Mortgage Transfer Certificates that it services, or non-compliance by the Seller of its obligations by virtue of the Deed 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.

## **2.- *Mortgage Loan Servicing Services***

### **A) *Custody and collection management***

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 Deed of Incorporation and summarized in section 2.2.7 of the Additional Building Block, 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 Agency and additionally, provided that it is subject to the negotiation limits included in points F, G and H of this section.

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 the 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,

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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.

*B) Actions against the Mortgagors*

In the event of delay in the payments to which the 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 Deed of Incorporation and summarized in section 2.2.7 of the Additional Building Block, adopting 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 Deed 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.

In any case, and if the Mortgagor fails to pay the Mortgage Loans securing the issuance of the Mortgage Transfer Certificates pooled in the Fund, the Sociedad Gestora, on behalf of the Fund, as their holder, will be entitled to exercise all the rights set forth in Article 66 of Royal Decree 685/1982.



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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 dwellings 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.

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

*C) 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 Mortgage Transfer Certificates, the Fund, through its Sociedad Gestora, will remain be entitled to take action against the Seller until it discharging complied with its obligations.

*D) Subcontracting*

The Seller will be entitled to subcontract with, or delegate on, third parties of recognized 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 authorizations 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 to or higher than the rating required by the Rating Agency 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.

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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 Deed of Incorporation and in the Prospectus.

*E) Substitution of the Seller in its capacity as servicer of the Mortgage Loans*

Should the Sociedad Gestora find that the Seller is in breach of the obligations stipulated in this section as servicer of the Mortgage Loans, or find about any events that 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 Mortgage Transfer 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 in the event of an administrative intervention by the Bank of Spain, 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 granted to the Bonds by the Rating Agency, 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 Priority of Payment Order described in section 3.4.6.2. of the Additional Building Block.

If permitted by the applicable Law, the 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 authorize 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 granted to the Bonds by the Rating Agency, 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 provide the services in question.

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*F) 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 backing the Mortgage Transfer 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 or defer them nor, in general, take any step that diminishes the range, legal efficiency or economic value of the mortgage or the Mortgage Loans, with the exception of the authorized modifications mentioned in the next paragraph.

The Seller, as servicer of its Mortgage Loans, will be authorized, 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 Agency, 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 G) and H) below.

*G) Interest rate modifications:*

Pursuant both to the provisions of the Deed of Incorporation and this Prospectus, if the Seller agrees to modify the interest of any Mortgage Loan, such modification being made in market conditions and, consequently, to modify the corresponding the Mortgage Transfer Certificate, the Fund will still be entitled to all the ordinary interest accrued by the Mortgage Loan.

The Seller may negotiate a lowering of the interest rate differential applicable to the Loans, without regard to its reference rate, provided that the new weighted average differential of the Mortgage Loans is not more than 15% lower than the weighted average differential of the Mortgage Loans on the Date of Incorporation of the Fund.

For these purposes, any modifications that lower or raise the interest rate differential applicable to the Mortgage Loans will not be construed as novations or renegotiations, if such variations are previously agreed upon under the Mortgage Loans notarial deeds.

The Sociedad Gestora, for and on behalf of the Fund, may cancel or suspend each Seller's permission to modify the interest rate, at any time throughout the life of the Fund.

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*H) Modifications to final maturity of the loans Mortgage*

Pursuant to the provisions of the Deed of Incorporation and this Prospectus, the Seller may modify the final maturity date of the Mortgage Loans, provided that the following conditions are met:

- (i) The frequency of the Mortgage Loan principal repayment instalments remains unchanged or is reduced, and the repayment system is maintained.
- (ii) The new final maturity date of the loan does not fall after 30 September 2048.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) The amount of the initial balance of the Mortgage Loans whose period of maturity is to be extended, does not exceed 5% of the initial balance of the Mortgage Loans pooled in the Fund.
- (vii) 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 the 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.

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### **3. *Deposit of the Mortgage Transfer Certificates***

The Multiple Certificate representing the Certificates issued by the Seller will be deposited with the Financial Agent, which will act as depository thereof.

#### **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***

The Fund will be incorporated by "Titulización de Activos, SGFT, S.A." as the Sociedad Gestora authorized 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 Deed of Incorporation and the applicable laws and regulations.

Merely by way of illustration, and notwithstanding other actions stipulated in the Deed 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 Deed 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 Deed 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 Deed of Incorporation and in this Prospectus, provided that this is permitted under current law and, if and when necessary, the authorization of the competent authorities is obtained, the Rating Agency is 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.

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- (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.
- (vii) Calculate and make the Subordinated Loan principal and interest payments.
- (viii) 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.
- (x) 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.
- (xi) 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 Deed of Incorporation and this Prospectus.
- (xii) Determine the rate of interest applicable to each Series of Bonds in each Interest Accrual Period.
- (xiii) The Sociedad Gestora will make available to the public any documents and information necessary in accordance with the Deed 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 authorized 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 authorization. The resignation of the Sociedad Gestora and the appointment of a new company as the Sociedad Gestora of the Fund must be approved by

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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 Agency to the Bonds issued by the Fund. Any 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 Agency. 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 authorization 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 servicing 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, 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 Agency, and published in the AIAF Market 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 Deed 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.***

On each Payment Date, the Sociedad Gestora will receive as remuneration for its services, a quarterly management fee that will be calculated as a quarter of the Receivable Nominal Balance of the Mortgage Transfer Certificates on the immediately previous Payment Date and which will have a minimum amount. 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 minimum amount of the Sociedad Gestora's management fee will be updated at the start of each calendar year (starting in January 2009) in accordance with

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the General Consumer Price Index as published by Spain's National Statistical Institute ("Instituto Nacional de Estadística") or such body as may substitute it.

Exceptionally, on the first Payment Date, the Sociedad Gestora's fee will be formed by an initial fee plus a percentage of the Outstanding Nominal Balance of the Mortgage Transfer Certificates on the Date of Incorporation of the Fund. The Sociedad Gestora's fee on the first Payment Date will be calculated using the number of days elapsed since the Date of Incorporation.

### **3.8. Name, address and brief description of any swap, credit, liquidity or account transaction counterparty.**

IBERCAJA is the entity that acts as the counterparty in the Interest Swap Agreement, and as lender in the Subordinated 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.

The Instituto de Crédito Oficial is (i) the Financial Agent of the Fund, (ii) the depository of the Multiple Certificate, 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.

## **4. POST-ISSUANCE INFORMATION**

### **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 issue 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 Mortgage Transfer Certificates pooled in the Fund and, additionally,
- (ii) A management report containing:
  - a. The Outstanding Nominal Balance and the Receivable Nominal



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Balance of the Mortgage Transfer Certificates.

- b. The percentage of the Mortgage Transfer Certificates that has been redeemed early.
- c. Changes occurring in the constant prepayment rate (CPR).
- d. The amount of the Mortgage Transfer Certificates that have been declared in default and the percentage that they represent with respect to the total.
- e. The mean life of the portfolio of Mortgage Transfer Certificates.
- f. The mean rate of the Mortgage Transfer Certificate portfolio.
- g. the Outstanding Nominal Balance and Receivable Nominal Balance of the Bonds.
- 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 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 (3) 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 Outstanding Nominal Balance.

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4. Amount of the Receivable Nominal Balance.
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 Mortgage Transfer Certificates and relative to each Payment Date:***

1. Outstanding Nominal Balance and Receivable Nominal Balance of the Mortgage Transfer Certificates.
2. Amount of the Mortgage Transfer Certificates that has been redeemed normally and early.
3. Constant prepayment rates.
4. Outstanding Nominal Balance of the Mortgage Transfer Certificates that have been declared in Default and percentages of arrears with respect to the total of the Mortgage Transfer Certificates.

***(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.

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 on the next Payment Date.

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- Furthermore, if applicable the interest and redemption amounts accrued on these and unpaid, due to insufficiency of Available Funds in accordance with the Fund Priority of Payment 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 Financial 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 Deed of Incorporation.
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 Bond issue for any of the reasons envisaged in this Prospectus. In this case, the affidavit regarding the extinction of the Fund and liquidation procedure followed as referred to in section 4.4.3 of the Registration Document will be sent to the CNMV and the Rating Agency.

#### **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.**

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 notification**

Extraordinary notification will be made through publication either in the daily AIAF bulletin, or in such other as may replace it or with similar characteristics, or through publication in a widely circulated newspaper in Spain of either a general or business and

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financial nature, such notification being deemed effective on the date of the abovementioned publication, 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.

This Prospectus has been endorsed on each and every page and signed in Madrid, on behalf of the issuer.

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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

### TERMS

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**“Servicer”**, means the entity entrusted with servicing the Mortgage Loans sold to the Fund through the issue of 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 Agency”** means Moody’s.

**“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).

**“Early Redemption”** means the early redemption, on a Payment Date, of the whole of the Bond issue, pursuant to the Events of Early Liquidation and to the requirements set forth in section 4.4.3 of the Registration Document and subject to the Liquidation Priority of Payment Order established in section 3.4.6.3 of the Additional Building Block.

**“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 Mortgage Transfer Certificates that it manages, on a specific Collection Date.

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

**“Series A Bonds”** means fourteen thousand four hundred (14,400) A Bonds, each with a face value of one hundred thousand euros (€100,000), for a total nominal amount of one thousand four hundred and forty million euros (€1,440,000,000).

**“Series B Bonds”** means three hundred (300) B Bonds, each with a face value of one hundred thousand euros (€100,000), for a total nominal amount of thirty million euros (€30,000,000).

**“Series C Bonds”** means one hundred and fifty (150) C Bonds, each with a face value of one hundred thousand euros (€100,000), for a total nominal amount of fifteen million euros (€15,000,000).

**“Series D Bonds”** means one hundred and fifty (150) D Bonds, each with a face value of one hundred thousand euros (€100,000), for a total nominal amount of fifteen million euros (€15,000,000).

**“Series E Bonds”** means two hundred and ten (210) E Bonds, each with a face value of one hundred thousand euros (€100,000), for a total nominal amount of twenty-one million euros (€21,000,000).

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## TERMS

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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 Mortgage Transfer Certificates corresponding to the Interest Computable for the purposes of the Settlement of the Swap, by substituting the actual rate applied to each Mortgage Transfer 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.

**"Amount Available for Redemption"** means, on each Payment Date, the amount that will be allocated to the redemption of the Class A, B, C and D Bonds, in the terms set forth in section 4.9.2.3 of the Securities Note

**"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.

**"Mortgage Transfer Certificates"** means the Mortgage Transfer Certificates issued by the Seller on the Incorporation Date and pooled, from time to time, in the Fund.

**"Defaulted Mortgage Transfer Certificates"** means the Mortgage Transfer Certificates whose underlying loans are 18 months or more in arrears or that have been declared in default by the Seller.

**"Non-Defaulted Mortgage Transfer Certificates"** means the Mortgage Transfer Certificates that on a given date are not considered Defaulted Mortgage Transfer Certificates.

**"CNMV"** means the Spanish Securities and Exchange Commission.

**"Guaranteed Interest Rate Deposit Contract"** means the Guaranteed Interest Rate Deposit Contract (Reinvestment Account) 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 and Subscription Contract"** means the contract signed by the Sociedad Gestora and the Lead Manager and the Subscription Agent, in which, inter alia, the latter undertakes to subscribe the Bonds in full.

**"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 Mortgage Transfer Certificates, the Treasury Account and the Fund's paying agency.

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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 Financial 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.

**"Mortgagor" or "Mortgagors"** means the titleholders of the Mortgage Loans transferred to the Fund through the issue of the Mortgage Transfer 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.

**"Registration Document"** means the document issued in accordance with Annex VII of Regulation 809/2004.

**"Lead Manager"** means the entity JPMorgan.

**"Subscription Agent"** means IBERCAJA.

**"Deed of Incorporation"**, means the public deed of incorporation of the Fund, issue and subscription of the Mortgage Transfer Certificates, and 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 20 June 2008, the date on which the Fund is incorporated.

**"Disbursement Date"** means 25 June 2008, and the date on which the Bonds will be disbursed and the price of the Mortgage Transfer Certificates will be paid to the Seller.

**"Fixing Date"** means the second (2<sup>nd</sup>) 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. Exceptionally, for the first Interest Accrual Period, the Reference Rate will be fixed on the second (2<sup>nd</sup>) Business Day prior to the Disbursement Date (that is to say, 23 June 2008).

**"Settlement Date"** means the settlement dates of the Interest Swap Agreement, which will match the Fund Payment Dates.

**"Notification Date"**, will means the date on which the amounts to be paid as the principal and interest are notified to the Bondholders, that is, the second (2<sup>nd</sup>) Business Day before each Payment Date.

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**"Payment Date"** means the days 25 February, 25 May, 25 August and 25 November of each year or, if any of these days is not a Business Day, the next Business Day. The first Payment Date will be 25 November 2008.

**"Subscription Date"** means 23 June 2008.

**"Legal Maturity Date"** means the date of the final redemption of the Bonds, that is to say, 25 November 2051 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 20<sup>th</sup> day of each month. This frequency may be reduced if the ratings assigned by the Rating Agency to the Seller, in its capacity as the Servicer of the Mortgage Loans, are downgraded.

**"Prospectus"** means this base prospectus, filed with the CNMV on 19 June 2008.

**"Fund"** means TDA IBERCAJA 6, Fondo de Titulización De Activos.

**"Reserve Fund"** will mean the reserve fund allocated on the Disbursement Date from the Series E Bonds, in accordance with the provisions of section 3.4.2.1. of the Additional Building Block.

**"Liquidation Expenses"**, means the expenses incurred in liquidating the Fund.

**"Ordinary Expenses"** means the expenses that may arise from the mandatory administrative verifications, registrations and authorizations; the fees payable to the Rating Agency 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 organized 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, the fee of the Sociedad Gestora and the fee of the Financial Agent.

**"Extraordinary Expenses"** means the expenses arising from the preparation and formal execution of the amendment of the Deed of Incorporation and of the Contracts, as well as for the execution of additional contracts; where applicable, the amount of initial Fund Incorporation and Bond Issue expenses that exceed the amount of the first drawdown of the Subordinated Loan; extraordinary audit and legal advice expenses; any expenses incurred in the sale of the Mortgage Transfer 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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**"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.

**"JPMorgan"** means J.P. Morgan Securities Ltd..

**"Interest Computable for the Purposes of the Settlement of the Swap"** means the sum of all the amounts of interest of the Mortgage Transfer Certificates paid by the Mortgagors during the three (3) 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 Securitization 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 Concursal"** means the Spanish Bankruptcy Act 22/2003 of 9 July.

**"Ley del IVA"** means the Value Added Tax Act 37/1992 of 28 December.

**"Ley del Mercado Hipotecario"** means the Mortgage Market Act 2/1981, of 25 March, as currently worded.

**"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 Priority of Payment Order.

**"Additional Building Block"** means the document of this Prospectus issued in accordance with Annex VIII to Regulation 809/2004.

**"Moody's"** means Moody's Investors Service España, S.A.

**"Required Level "** means the required level that the Reserve Fund must have on each Payment Date pursuant to the provisions of section 3.4.2.1 of the Additional Building Block.

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**"Securities Note"** means the document of this Prospectus issued in accordance with Annex XIII to Regulation 809/2004.

**"Priority of Payment Order"** means the order in which the Available Funds will be applied on each Payment Date in order to meet the Fund's payment or withholding obligations, and that is described in section 3.4.6.2.2. of the Additional Building Block.

**"Liquidation Priority of Payment Order"** means the order in which the Available Funds will be applied on each Payment Date in order to meet the Fund's payment or withholding obligations in the Fund early liquidation and extinction events set forth in section 4.4.3. of the Registration Document and that is described in section 3.4.6.3 of the Additional Building Block .

**"Collection Period"**, means a period that coincides with a calendar month. Exceptionally, the first Collection Period will be between the Date of Incorporation and the last day of the month of July 2008.

**"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 Date of Incorporation (inclusive) and 25 November 2008, (exclusive).

**"Mortgage Loan(s)"** means the mortgage loans(s) transferred by IBERCAJA to the Fund through the issue of the Mortgage Transfer Certificates.

**"Subordinated Loan"** means the loan granted by IBERCAJA to the Fund to pay the initial expenses of the Fund incurred in the incorporation of the Fund and the issue of the Bonds and to cover the shortfall that exists on the first Fund Payment Date between the interest accrued until such Payment Date and the interest collected on the Mortgage Loans prior to the first Payment Date.

**"Pricewaterhouse Coopers"** means Pricewaterhouse Coopers Auditores, S.L.

**"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 securitization funds and securitization fund managers.

**"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 organized secondary markets, on public offerings and the prospectus required for such purposes.

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**“Royal Decree-Law 2/2008”**,

means Royal Decree-Law 2/2008, dated 21 April, on measures to promote the economy.

**“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 Mortgage Transfer Certificates as principal and current interest, relative to the immediately previous three Collection Periods, (ii) the amount of the Technical Advance requested from Seller and not repaid, (iii) the Reserve Fund, (iv) interest on the balances of the Reinvestment Account, (v) the Net Amount perceived under the Interest Swap Agreement or, in the event of a breach thereof, its liquidation payment, (vi) where applicable, other revenue from the Mortgagors other than principal and current interest on the Mortgage Loans, relative to the immediately previous three (3) Collection Periods, except for the first Payment Date, which will correspond to the four (4) Collection Periods immediately prior to that Payment Date.

**“Regulation 809/2004”**, means Regulation (EC) N° 809/2004 of 29 April 2004.

**“Original Balance of the Mortgage Transfer Certificates”**, means the sum of the outstanding principal all the Mortgage Transfer Certificates on the Date of Incorporation.

**“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 Mortgage Transfer Certificates”**, means the sum of the outstanding principal plus the principal past due and unpaid on a date of all the Mortgage Transfer Certificates.

**“Cumulative Receivable Nominal Balance of the Defaulted Mortgage Transfer Certificates”**, will mean the cumulative Receivable Nominal Balance of the Defaulted Mortgage Transfer Certificates without deducting the possible amounts recovered from those Defaulted Mortgage Transfer Certificates.

**“Outstanding Nominal Balance of the Bonds”**, means the outstanding amount of principal of the Bonds of each Series.

**“Outstanding Nominal Balance of the Mortgage Transfer Certificates”**, means the outstanding amount of principal of the Mortgage Transfer Certificates.

**“Series”** means, jointly, all the series of the Bonds, that is to say, the Series A, the Series B, the Series C, the Series D and the Series E.

**“Sociedad Gestora”**, means Titulización de Activos, S.G.F.T., S.A.

**“CPR”**, means constant prepayment rate.

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**"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 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 the (i) Bond Reference Interest Rate for the current Interest Accrual Period, and (ii) a margin of 0.60%.

**"Reference Rate"**, means the Bond Reference Rate, as established in section 4.8. of the Securities Note.

**"Multiple Certificate"**, means the Multiple Certificate representing the Mortgage Transfer Certificates.