

FOLLETO INFORMATIVO (Spanish-language offering circular)

September 2003

HIPOCAT 6, FONDO DE TITULIZACIÓN DE ACTIVOS

SECURITISATION BONDS 850,000,000 EURO

Class A	787,600,000 Euro	EURIBOR 3M + (0,25% / 0,28%)
Class B	15,700,000 Euro	EURIBOR 3M + (0.50% / 0.60%)
Class C	34,000,000 Euro	EURIBOR 3M + (0.65% / 0.85%)
Class D	12,700,000 Euro	EURIBOR 3M + (0.80% / 1.20%)

FONDO DESIGNED AND STRUCTURED BY

Deutsche Bank 

MANAGERS OF THE NATIONAL AND
INTERNATIONAL TRANCHE



CRÉDIT AGRICOLE INDOSUEZ

Deutsche Bank 

CO- MANAGER OF THE NATIONAL TRANCHE



CAIXA CATALUNYA 

UNDERWRITERS

NATIONAL AND INTERNATIONAL TRANCHE



CRÉDIT AGRICOLE INDOSUEZ

Deutsche Bank 

NATIONAL TRANCHE



CAIXA CATALUNYA 

ORIGINATOR



CAIXA CATALUNYA 

PAYING AGENT



CAIXA CATALUNYA 

FUND ORGANISED AND MANAGED BY

Gestión de Activos Titulizados S.G.F.T., S.A.

Folleto entered on the Registers of the C.N.M.V. on September 17th 2003

SUMMARY OF THE FOLLETO

NAME AND ORGANISATION OF THE ISSUER

The Issuer is called HIPOCAT 6, FONDO DE TITULIZACIÓN DE ACTIVOS (hereinafter the “**Issuer**”).

The Issuer will be established in a public deed executed after registration of this Folleto Informativo (the “**Folleto**”) and it will be subject to the legal requirements set out in (i) Royal Decree 926/1998, of 14 May, which regulates Asset Securitisation Funds and the Management Companies of Securitisation Funds (*Real Decreed sobre los Fondos de Titulización de Activos y las Sociedades Gestoras de Fondos de Titulización* – hereinafter “**Royal Decree 926/1998**”) and all regulations issued thereunder, (ii) Law 19/1992, of 7 July, regulating Real Estate Investment Companies and Funds and Mortgage Securitisation Funds (*Ley sobre Régimen de Sociedades y Fondos de Inversión Inmobiliaria y sobre Fondos de Titulización Hipotecaria* – hereinafter “**Law 19/1992**”) with respect to that which is not provided for in Royal Decree 926/1998 and is nevertheless applicable, (iii) Law 24/1988 of 28 July, on the Securities Market, for all matters to which it is applicable (*Ley del Mercado de Valores* – hereinafter “**Law 24/1988**”), (iv) Law 3/1994, of 14 April, pursuant to which the Spanish Legislation is adapted to the Second EU Banking Directive on Credit Institutions and certain amendments are included related to the Financial System and (v) other applicable legal and statutory regulations that are from time to time in force.

STATUS OF THE ISSUER

The Issuer will constitute a pool of assets without legal status and will be a closed fund under the provisions of sections 1 and 3 of Royal Decree 926/1998.

GESTORA

The Company establishing the Issuer is GESTIÓN DE ACTIVOS TITULIZADOS S.G.F.T., S.A. (hereinafter the “**Gestora**”). The Gestora will act as administrator and legal representative of the Issuer, in accordance with the provisions contained in Royal Decree 926/1998.

ASSETS OF THE ISSUER

The assets of the Issuer will be made up of Mortgage Participations and Mortgage Transfer Certificates (hereinafter the “**Mortgage Participations**” and the “**Mortgage Transfer Certificates**”) as these are defined below, by the balances in the accounts open in the name of the Fund (“**Treasury Account**”), including the Reserve Fund, and by capitalised initial expenses.

1. Mortgage Participations and Mortgage Transfer Certificates

These embody rights to incorporate in the initial drawdowns from partially securitised mortgage loans (hereinafter “**First Drawdowns**” and the “**Mortgage Loans**”, respectively), as described in Chapter IV.1 of the Folleto, all of them granted for the financing of residential properties of individuals resident in Spain.

Originator: Caixa d' Estalvis de Catalunya (hereinafter, “**CAIXA CATALUNYA**”).

Rights appertaining to the Mortgage Participations and the Mortgage Transfer Certificates:

- All amounts accrued on the First Drawdowns by:
 - Repayment of principal of the First Drawdowns;
 - Ordinary interest on the First Drawdowns;
 - Default interest on the First Drawdowns; and
 - Commissions provided for in the Mortgage Loans paid by the Mortgagors pro rata to the amount corresponding to the First Drawdowns.
- And any other amounts, properties or rights given as payment of principal or interest of the Mortgage Loans, sales or operation of property adjudicated upon foreclosure, administration or temporary possession of the property undergoing foreclosure proceedings, rights or indemnification in favour of CAIXA CATALUNYA, including insurance policies and rights relating to the loan and fees collected from the Mortgagors in the proportional part corresponding to the First Drawdowns.

2. Other assets

The assets of the Fund will also comprise

- the balance in the Treasury Account;
- and the capitalised initial expenses,

as stated in section III.4.1 of this Folleto.

LIABILITIES OF THE ISSUER

The liabilities of the Issuer will be basically comprised of the Securitisation Bonds issued by the Issuer under the Public Deed of Constitution, and by the subordinated loan granted by CAIXA CATALUNYA, initially and among other purposes to fund the Reserve Fund (hereinafter the “**Subordinated Loan**”) as described in section III.4.1. of this Folleto.

Securitisation Bonds issued by the Issuer

Characteristics

- Nominal amount: 850,000,000 Euro in four Classes:
 - Class A: 787,600,000 Euro
 - Class B: 15,700,000 Euro
 - Class C: 34,000,000 Euro
 - Class D: 12,700,000 Euro
- Denomination: 100,000 Euro per Securitisation Bond.
- Issue price: 100,000 Euro per Securitisation Bond, free of taxes and subscription expenses for the subscriber.
- Redemption amount: 100,000 Euro per Securitisation Bond.
- Nominal annual floating interest rate calculated quarterly: 3 month EURIBOR for Euro plus the following margins for each Class:
 - for Class A Securitisation Bonds: between 0.25 per cent and 0.28 per cent until December 15, 2018, and after such date, twice the margin applied until December 15, 2018;
 - for Class B Securitisation Bonds: between 0.50 per cent and 0.60 per cent until December 15, 2018, and after such date, twice the margin applied until December 15, 2018;
 - for Class C Securitisation Bonds: between 0.65 per cent and 0.85 per cent until December 15, 2018, and after such date, twice the margin applied until December 15, 2018; and
 - for Class D Securitisation Bonds: between 0.80 per cent and 1.20 per cent until December 15, 2018, and after such date, twice the margin applied until December 15, 2018.

The margin applied to the Securitisation Bonds of each Class will be determined by the Gestora on the Constitution Date of the Issuer after consulting the Lead Managers and the Underwriters and Placers within the maximum and minimum limits above-mentioned, made available to public before the beginning of the Subscription Period in the manner provided in section III.5.3.b)b.1 of the present Folleto, and reported to the Spanish Securities Market Commission as additional information to be added to the Folleto.

- Interest and principal payment dates: quarterly on 15 March, 15 June, 15 September and 15 December of each year or, as the case may be, the following Business Day (according to the TARGET calendar, Madrid and/or Barcelona).
- Final Repayment Date: December 31, 2034, without prejudice to the Gestora's option for the early liquidation of the Issuer envisaged in section III.8.1. The Final Repayment Date will occur 2 years after the repayment of the last First Drawdown repaid.

Provisional ratings:

- Class A Securitisation Bonds: “Aaa” (Moody's Investors Service España, S.A.) and “AAA” (Fitch Ratings España, S.A.U.).
- Class B Securitisation Bonds: “Aa2” (Moody's Investors Service España, S.A.) and “AA” (Fitch Ratings España, S.A.U.).
- Class C Securitisation Bonds: “A1” (Moody's Investors Service España, S.A.) and “A” (Fitch Ratings España, S.A.U.).
- Class D Securitisation Bonds: “Baa1” (Moody's Investors Service España, S.A.) and “BBB” (Fitch Ratings

España, S.A.U.).

Organised secondary market to which application for listing will be made:

AIAF, Mercado de Renta Fija.

Operations to enhance the security or regularity of payment of Securitisation Bonds issued:

To cover mismatch in time between the schedule of principal and interest payment flows from the Mortgage Participations and the Mortgage Transfer Certificates the same way as for the Securitisation Bonds issued, the Gestora, representing the Issuer (i) will set up a Reserve Fund intended to reinforce certain payment obligations for the Issuer's account, (ii) will enter into a Guaranteed Interest Reinvestment Agreement with CAIXA CATALUNYA for the investment of amounts received by the Issuer from the Mortgage Participations and the Mortgage Transfer Certificates, inter alia, guaranteeing a specific return; (iii) will execute with CAIXA CATALUNYA a Swap Agreement whereby CAIXA CATALUNYA will make payments to the Issuer calculated on the basis of the rate of interest of the Securitisation Bonds and the Issuer will make payments to CAIXA CATALUNYA taking as reference the interest on the Mortgage Participations and the Mortgage Transfer Certificates, which will also have a deposit in cash made by CAIXA CATALUNYA, from which the Gestora, on behalf of the Issuer, may only draw in the event of a default of the Swap Agreement by CAIXA CATALUNYA and which will remain in effect as long as CAIXA CATALUNYA has a rating for non-subordinated and non-guaranteed debt of below A1 according to Moody's Investors Service Spain, S.A. long-term debt ratings and/or of F-1 according to Fitch Ratings Spain, S.A.U. short-term debt ratings.

Capital Repayment Fund. Repayment of Securitisation Bonds:

The Securitisation Bonds will be repaid against amounts existing in the Capital Repayment Fund on each Payment Date, in accordance with the repayment rules described in sections II.11.3.7. and II.11.3.8.

The amount of the Capital Repayment Fund on a given Payment Date will be equal to the sum of the amounts of the First Capital Repayment Fund, of the Second Capital Repayment Fund, of the Third Capital Repayment Fund, and of the Fourth Capital Repayment Fund at that Date, funded in accordance with the priority of payments envisaged in section V.5.1.B).2. of the Folleto. For this purpose:

- The maximum amount of the First Capital Repayment Fund on a given Payment Date will be equal to the positive difference between (i) the Outstanding Principal Balance of Class A Securitisation Bonds, plus the sum of all the Additional Amounts (as defined in section II.11.3.7.) paid until the immediately preceding Determination Date, and (ii) the Outstanding Balance of the Mortgage Portfolio on the immediately preceding Determination Date.
- The maximum amount of the Second Capital Repayment Fund on a given Payment Date will be the lesser of:
 - (a) the Outstanding Principal Balance of Class B Securitisation Bonds; or
 - (b) the positive difference between (i) the Outstanding Principal Balance of Class A and B Securitisation Bonds, plus the sum of all the Additional Amounts paid until the immediately preceding Determination Date, and (ii) the Outstanding Balance of the Mortgage Portfolio on the immediately preceding Determination Date.
- The maximum amount of the Third Capital Repayment Fund on a given Payment Date will be the lesser of:
 - (a) the Outstanding Principal Balance of Class C Securitisation Bonds; or
 - (b) the positive difference between (i) the Outstanding Principal Balance of Class A, B and C Securitisation Bonds, plus the sum of all the Additional Amounts paid until the immediately preceding Determination Date, and (ii) the Outstanding Balance of the Mortgage Portfolio on the immediately preceding Determination Date.
- The maximum amount of the Fourth Capital Repayment Fund on a given Payment Date will be the lesser of:
 - (a) the Outstanding Principal Balance of Class D Securitisation Bonds; or
 - (b) the positive difference between (i) the Outstanding Principal Balance of all the Securitisation Bonds, plus the sum of all the Additional Amounts paid until the immediately preceding Determination Date, and (ii) the Outstanding Balance of the Mortgage Portfolio on the immediately preceding Determination Date.

The amount of the Capital Repayment Fund on a given Payment Date will be calculated on the immediately preceding Determination Date.

General Rules for Repayment

● Repayment of Class A Securitisation Bonds

The repayment of Class A Securitisation Bonds will be made pro rata among the Securitisation Bonds in that Class by deducting from the par value on each Payment Date, until it is completed, from the amount existing in the Capital Repayment Fund at that Payment Date.

For this purpose, the first repayment of Class A Securitisation Bonds will be made on December 15, 2003.

The final repayment of Class A Securitisation Bonds will be made on the Final Repayment Date, December 31, 2034 or, if this is not a Banking Day, on the following Business Day, although the Gestora, representing and on behalf of the Issuer, as provided for in section III.8 of this Folleto, may proceed to the early repayment of the issue, in which case the Payment Date on which this occurs will be the Final Repayment Date of the Securitisation Bonds.

● Repayment of Class B Securitisation Bonds

Once the Class A Securitisation Bonds have been repaid in full, the Class B Securitisation Bonds will be repaid by deducting pro rata from the par value on each Payment Date, until it is completed, from the amount existing in the Capital Repayment Fund at that Payment Date.

The first repayment of Class B Securitisation Bonds will be made on the first Payment Date on which, after the Class A Securitisation Bonds have been repaid in full, there is a positive balance in the Capital Repayment Fund.

The final repayment of Class B Securitisation Bonds will be made on the Final Repayment Date, December 31, 2034 or, if this is not a Banking Day, on the following Business Day, although the Gestora, representing and on behalf of the Issuer, as provided for in section III.8 of this Folleto, may proceed to the early repayment of the issue, in which case the Payment Date on which this occurs will be the Final Repayment Date of the Securitisation Bonds.

● Repayment of Class C Securitisation Bonds.

Once the Classes A and B Securitisation Bonds have been repaid in full, the Class C Securitisation Bonds will be repaid by deducting pro rata from the par value on each Payment Date, until it is completed, from the amount existing in the Capital Repayment Fund at that Payment Date.

The first repayment of Class C Securitisation Bonds will be made on the first Payment Date on which, after the Classes A and B Securitisation Bonds have been repaid in full, there is a positive balance in the Capital Repayment Fund.

The final repayment of Class C Securitisation Bonds will be made on the Final Repayment Date, December 31, 2034 or, if this is not a Banking Day, on the following Business Day, although the Gestora, representing and on behalf of the Issuer, as provided for in section III.8 of this Folleto, may proceed to the early repayment of the issue, in which case the Payment Date on which this occurs will be the Final Repayment Date of the Securitisation Bonds.

● Repayment of Class D Securitisation Bonds.

Once the Classes A, B and C Securitisation Bonds have been repaid in full, the Class D Securitisation Bonds will be repaid by deducting pro rata from the par value on each Payment Date, until it is completed, from the amount existing in the Capital Repayment Fund at that Payment Date.

The first repayment of Class D Securitisation Bonds will be made on the first Payment Date on which, after the Classes A, B and C Securitisation Bonds have been repaid in full, there is a positive balance in the Capital Repayment Fund.

The final repayment of Class D Securitisation Bonds will be made on the Final Repayment Date, December 31, 2034 or, if this is not a Banking Day, on the following Business Day, although the Gestora, representing and on behalf of the Issuer, as provided for in section III.8 of this Folleto, may proceed to the early repayment of the issue, in which case the Payment Date on which this occurs will be the Final Repayment Date of the Securitisation Bonds.

Notwithstanding the above, in addition, and from the first Payment Date and until their complete repayment, in accordance with the order of priority of payments included in section V.5.1B).2 of this Folleto, the Gestora will apply the Additional Amounts to the repayment of the Class D Securitisation Bonds. As a result, the total repayment of the Class D Securitisation Bonds may occur prior to the repayment of the Class A, B and C Securitisation Bonds.

Special Rules for Repayment

Notwithstanding the foregoing, Class A and Class B Securitisation Bonds will be repaid pro rata according to the Outstanding Principal Balance of each of them and with no subordination between Classes, when all of the following conditions are met on a Payment Date:

1. The amount of the Reserve Fund is equal to the level required under section V.3.4.
2. The difference between (i) the Outstanding Principal Balance of the Securitisation Bonds, plus the sum of all the Additional Amounts paid until the immediately preceding Determination Date, minus the Outstanding Balance of the Mortgage Portfolio and (ii) the Capital Repayment Fund, is equal to zero.
3. The Delinquency Ratio is less than 4% on each Determination Date before the relevant Payment Date.
4. On the Determination Date before the relevant Payment Date, the Outstanding Principal Balance of Classes B, C and D Securitisation Bonds plus the sum of all the Additional Amounts paid until such date, represents at least 14.7 % of the Outstanding Principal Balance of the Securitisation Bonds.
5. On the Determination Date preceding the relevant Payment Date, the Outstanding Principal Balance of the Classes B, C and D Securitisation Bonds plus the sum of all the Additional Amounts paid until such date is equal to at least 1 % of the original amount of the issue.

The “**Delinquency Ratio**” refers to the Outstanding Balance of the Mortgage Portfolio in arrear for over ninety (90) days, divided by the Outstanding Balance of the Mortgage Portfolio. The calculation date of each monthly Delinquency Ratio will be the last day of each calendar month.

Notwithstanding the foregoing, the Capital Repayment Fund will be used on each Payment Date to repay pro rata the principal of all the Classes of Securitisation Bonds, without subordination among Classes, if on that Payment Date both of the following conditions are met:

1. The conditions stipulated in sections (1), (2), (3) and (5) above are met.
2. On the Determination Date preceding the relevant Payment Date, the Outstanding Principal Balance of the Classes C and D Securitisation Bonds plus the sum of all the Additional Amounts paid until such date represents at least 11 % of the Outstanding Principal of the Securitisation Bonds.

WARNINGS

Uncertainty of certain information: All information contained in the Folleto relating to payments of interest, repayment of principal, average life and returns, together with the cashflow tables are mere indications, for illustrative purposes only, of the financial structure of the issue.

Default and early repayment of the Mortgage Participations and the Mortgage Transfer Certificates: The risk of delays and defaults in payment of the partly securitised Mortgage Loans and the risk of their early repayment and consequently of the Mortgage Participations and the Mortgage Transfer Certificates, and the risk of early repayment of the Securitisation Bonds will be borne by the Bondholders.

ORDER OF PRIORITY OF PAYMENTS

The order of priority of payments, set out in section V.5.1.B).2. of the Folleto, is as follows:

The Gestora, on behalf of the Issuer, will on each Payment Date apply the amount available to it as described in section V.5.1.B).1 of this Folleto (hereinafter the “**Available Funds**”) to the following payments and withholdings, in accordance with the priority of payments set out below:

- 1st Payment of the ordinary and extraordinary expenses of the Issuer, whether funded or not by the Gestora and duly evidenced, including the management fee due to the latter and the remaining expenses and fees for services. In this order payments will only be made to CAIXA CATALUNYA and in relation to the management of the Mortgage Participations and the Mortgage Transfer Certificates, for expenses it has advanced or funded for the account of the Issuer and for the amounts to be reimbursed, all duly evidenced.
- 2nd Payment to CAIXA CATALUNYA or, as may be the case, the entity substituted for it, of the Net Swap Amount of the Securitisation Bonds and, in case of termination of such Agreement for non-performance by the Issuer, payment of the amount due by the Issuer that corresponds to the termination payment of the Swap Agreement.
- 3rd Payment of interest accrued on the Class A Securitisation Bonds.
- 4th Payment of interest accrued on the Class B Securitisation Bonds, unless that payment is deferred as provided

for below.

- 5th Payment of interest accrued on the Class C Securitisation Bonds, unless that payment is deferred as provided for below.
- 6th Payment of interest accrued on the Class D Securitisation Bonds, unless that payment is deferred as provided for below.
- 7th Withholding of an amount sufficient to keep the First Capital Repayment Fund as provided for in section II.11.3.5. of this Folleto.
- 8th Payment of interest accrued on the Class B Securitisation Bonds, whenever this payment is deferred.
- 9th Withholding of an amount sufficient to keep the Second Capital Repayment Fund as provided for in section II.11.3.5. of this Folleto.
- 10th Payment of interest accrued on the Class C Securitisation Bonds, whenever this payment is deferred.
- 11th Withholding of an amount sufficient to keep the Third Capital Repayment Fund as provided for in section II.11.3.5. of this Folleto.
- 12th Payment of interest accrued on the Class D Securitisation Bonds, whenever this payment is deferred.
- 13th Withholding of an amount sufficient to keep the Fourth Capital Repayment Fund as provided for in section II.11.3.5. of this Folleto.
- 14th Withholding of an amount sufficient to keep the Reserve Fund required under the provisions of section V.3.4. This withholding will not be made on the last Payment Date or upon the liquidation of the Issuer.
- 15th Payment of interest accrued on the Subordinated Loan.
- 16th Application of the Available Amounts to the Additional Amounts for the repayment of Class D Securitisation Bonds.
- 17th Repayment of the principal amount of the Subordinated Loan as established in Section V.3.2. of the Folleto.
- 18th Payment of the remuneration for financial intermediation as established in Section IV.1.j) of the Folleto.

Extraordinary rules of priority of payments by the Issuer:

- Payment of interest accrued by the Class B Securitisation Bonds on a Payment Date will move from priority 4th to priority 8th in the priority of payments established above whenever on a Determination Date any of the following circumstances occurs:
 - (a) The difference between (i) the Outstanding Principal Balance of Class A Securitisation Bonds and (ii) the positive difference between the Available Funds on a Payment Date minus the amounts necessary to meet the payment obligations established in sections 1st to 6th above (considering that the interest payment on the Classes C and D Securitisation Bonds has been deferred) is higher than the Outstanding Balance of the Mortgage Portfolio, or:
 - (b) The Delinquency Ratio is greater than 13.45% on such Date.
- Payment of interest accrued by the Class C Securitisation Bonds on a Payment Date will move from priority 5th to priority 10th in the priority of payments established above whenever on a Determination Date any of the following circumstances occurs:
 - (a) The difference between (i) the sum of the Outstanding Principal Balance of Class A Securitisation Bonds and the Outstanding Principal Balance of Class B Securitisation Bonds and (ii) the positive difference between the Available Funds on a Payment Date and the amounts necessary to meet the payment obligations established in sections 1st to 7th above is greater than the Outstanding Balance of the Mortgage Portfolio, or:
 - (b) The Delinquency Ratio on the preceding Determination Date is greater than 10.2% on that Date.
- Payment of interest accrued by the Class D Securitisation Bonds on a Payment Date will move from priority 6th

to priority 12th in the priority of payments established above whenever on a Determination Date any of the following circumstances occurs:

- (a) The difference between (i) the sum of the Outstanding Principal Balance of Class A Securitisation Bonds, the Outstanding Principal Balance of Class B Securitisation Bonds and the Outstanding Principal Balance of Class C Securitisation Bonds, and (ii) the positive difference between the Available Funds on a Payment Date and the amounts necessary to meet the payment obligations established in sections 1st to 8th above is greater than the Outstanding Balance of the Mortgage Portfolio, or:
- (b) The Delinquency Ratio on the preceding Determination Date is greater than 6.8% on that Date.

If CAIXA CATALUNYA is substituted as administrator of the Mortgage Loans by another entity, a commission, which will be due to the third party appointed as new administrator, will take 7th place in the priority of payments referred to above, and consequently the rest of the payments on the list will be renumbered.

Additionally, if as the consequence of the drop in rating of the CAIXA CATALUNYA debt, CAIXA CATALUNYA is substituted as Calculation Agent of the Swap Agreement by another entity, as described in section V.3.3. of the Folleto, a commission, which will be due to the third party appointed as the new Calculation Agent, will take 7th place in the priority of payments referred to above (or 8th place if the administrator has been substituted as envisaged in the preceding paragraph) and consequently the rest of the payments on the list will be renumbered.

Likewise, if CAIXA CATALUNYA, as provided for in section V.3.4. of the Folleto, grants a liquidity line to the Issuer in order to reach the Minimum Amount of the Reserve Fund, the payment of interest accrued and outstanding principal of the liquidity line arranged will take 7th place in the priority of payments referred in section V.5.1.B.2) of the Folleto unless payment of any of the commissions referred to in the preceding paragraphs is due, in which case it will take 8th or 9th place in said priority of payments (if the administrator or/and the Calculation Agent have been substituted, respectively), consequently renumbering the rest of the payments on the list.

Finally, if CAIXA CATALUNYA, as provided for in section IV.1.f. of the Folleto grants a liquidity line to the Issuer for an amount equal to the sum of the interest and principal repayment not received from the First Drawdowns in Forbearance Period that exceed the percentages stated in that section on the Determination Date before the relevant Payment Date, payment of the interest accrued and the outstanding principal of the liquidity line arranged will be made applying the funds available on a Payment Date after meeting the payment obligations contemplated in sections 1st to 7th of the order of priority of payments contemplated in section V.5.1.B).2, taking 8th place in the mentioned priority of payments; unless CAIXA CATALUNYA is substituted as administrator of the mortgage loans or CAIXA CATALUNYA is substituted as Calculation Agent of the Swap Agreement and payment of the administration fee and/or the fee of the Calculation Agent is due in the order envisaged in section V.5.1.B).2, and/or as provided for in section V.3.4. of the Folleto, grants a liquidity line to the Issuer, in which case payment of the interest and principal of the liquidity line referred to in this paragraph will take 9th, 10th or 11th place, respectively, in the order of priority contemplated in section V.5.1.B).2.

CLAIMS

Neither the Issuer nor the Bondholders will have claims against CAIXA CATALUNYA or against the Gestora, respectively, other than those derived from any inaccuracy in the representations and warranties described in Section IV.1.a) of this Folleto and/or the non-fulfilment of their respective functions and, therefore, never as a consequence of default or early repayment.

NATURE OF THIS INFORMATION

This information is a FOLLETO INFORMATIVO for the purposes of Royal Decree 291/1992 and regulations issued thereunder, and was filed at the Official Registry of the CNMV on September 17, 2003.

The Sociedad Gestora, GESTIÓN DE ACTIVOS TITULIZADOS, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN S.A., which establishes and manages the Issuer, is responsible for the contents of the Folleto (without prejudice to the responsibility assumed by the other intervening entities).

The registration of the Folleto by the Spanish Securities Market Commission does not imply a recommendation to subscribe for the securities to which it refers or any statement in any sense about the solvency of the Issuer, or the return on the securities being issued or offered.

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CHAPTER I PERSONS RESPONSIBLE FOR THE CONTENTS OF THE FOLLETO AND REGULATORY BODIES

I.1 Persons responsible for the contents of the Folleto

I.1.1. Name, surname, national identity card number or personal identification document number and position or authority of the person or persons who, on behalf of the Gestora, are responsible for the contents of the Folleto.

Mr. CARLOS FRUNS MONCUNILL, of legal age, with I.D. Card Number 36.958.081, acting for and on behalf of GESTIÓN DE ACTIVOS TITULIZADOS, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A., as General Manager and by virtue of the powers conferred by the Board of Directors at its meeting on July, 18th 2003, assumes responsibility for the contents of the Folleto.

GESTIÓN DE ACTIVOS TITULIZADOS, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, S.A., with registered office in Fontanella, 5-7, 08010 Barcelona, with Tax Identification Number A61604955 is arranger of HIPOCAT 6, FONDO DE TITULIZACIÓN DE ACTIVOS (the "Issuer") and will be responsible for the management and legal representation of the Issuer.

I.1.2. Statement that in the opinion of such person or persons the information contained in the Folleto is accurate and that no fact has been omitted which may affect such information.

Mr. CARLOS FRUNS MONCUNILL confirms that, in his opinion, the data and information contained in this Folleto are true and that no relevant fact has been omitted or is misleading.

I.2. Regulatory bodies

The Folleto regarding the establishment of the Issuer and the issue of the Securitisation Bonds (the "Securitisation Bonds"), has been registered in the official registers of the Comisión Nacional del Mercado de Valores (Spanish Securities Market Commission – "CNMV") on September, 17th 2003.

The registration of the Folleto by the CNMV does not imply any recommendation to purchase the securities described in the Folleto or any opinion in any way whatsoever on the solvency of the Issuer or the return on the securities issued or offered.

I.3. Auditors' Report

Name, registered office and qualification of the auditors who have verified the number, amount and characteristics or attributes of the assets being securitised through the Issuer.

Annex 4 of the Folleto contains the Auditors' Report (hereinafter, the "Auditors' Report") regarding a selection of the portfolio of partly securitised mortgage loans granted by CAIXA D'ESTALVIS DE CATALUNYA ("CAIXA CATALUNYA"), from which will be taken those used as a base to issue the Mortgage Participations and the Mortgage Transfer Certificates grouped in the Issuer. This Report has been drawn up by Deloitte España, S.L., registered with the R.O.A.C. with number S0692 and with registered office in Madrid, calle Raimundo Fernández Villaverde, 65. This audit considers both quantitative and qualitative attributes of the selected mortgage loans and, in particular,

- Identification of the first drawdown
- Address of the mortgaged property
- Date of origination of the first drawdown of the loan
- Maturity date of the first drawdown of the loan
- First drawdown of the loan
- Current balance of the first drawdown of the loan

no document other than the informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

- Initial interest rate
- Relevant interest rate
- Use of the first drawdown of the loan
- Appraisal value
- Mortgage loan limit /appraisal value ratio
- Security interest by way of first mortgage
- Payment delay.

The Auditors' Report was performed using sampling techniques through the analysis of a number of transactions (sample) lower than the total selection of transactions (population) making it possible to draw a conclusion on that population. The verification relates to the attributes described above.

CAIXA CATALUNYA undertakes, as provided for in section IV.1.e) of this Folleto that if, despite its own checks and those made by the firm of auditors, the existence of any Mortgage Loan or First Drawdown of a Mortgage Loan is detected that does not fully comply with the representations and warranties contained in section IV.A.a) of this Folleto, it will proceed forthwith to the substitution of the respective Mortgage Participations or Mortgage Transfer Certificate or to their early repayment, as appropriate, as provided for in said section IV.1.e).

CHAPTER II
INFORMATION RELATING TO THE SECURITIES WHICH ARE ISSUED BY THE ASSET
SECURITISATION FUND

II.1 Information about the requirements and prior agreements necessary for the establishment of the Issuer and about the securities which are issued by this Issuer as well as the conditions for the Issuer to acquire the assets which are being securitised.

II.1.1. Resolutions for the issue and legal requirements.

a) *Corporate resolutions*

Resolution for assignment of the Mortgage Participations and the Mortgage Transfer Certificates:

The Board of Directors of CAIXA CATALUNYA resolved, in its meeting on July 15, 2003, to make an assignment of credit rights deriving from the First Drawdowns, to be instrumented through the issuance of the Mortgage Participations and the Mortgage Transfer Certificates to be fully subscribed for by the Issuer at the time of its establishment. **Annex 1** of this Folleto contains a photocopy of the Certificate of the Resolutions of the Board of Directors of CAIXA CATALUNYA.

Resolution to establish the Issuer:

The Board of Directors of the Gestora, in its meeting on July 18, 2003 resolved:

- a) The establishment of HIPOCAT 6, FONDO DE TITULIZACIÓN DE ACTIVOS.
- b) Subscription by the Issuer of the Mortgage Participations and the Mortgage Transfer Certificates issued by CAIXA CATALUNYA ; and
- c) The issue of Securitisation Bonds by the Issuer.

Annex 2 of this Folleto contains a photocopy of the Certificate of the Resolutions of the Board of Directors of the Gestora.

(b) *Verification and registration by the Comisión Nacional del Mercado de Valores*

A condition precedent for the establishment of the Issuer and the issue of the Securitisation Bonds is their verification and registration in the official registers of the CNMV.

This Folleto regarding the establishment of the Issuer and the issue of the Securitisation Bonds has been verified by the CNMV and registered in its official registers September, 17th 2003.

(c) *Execution of the public Deed of Constitution of the Issuer.*

After the date of registration by the CNMV of the Folleto and within the following fifteen (15) Business Days, before the Subscription Period has commenced, the Gestora, together with CAIXA CATALUNYA, will execute the public Deed of Constitution of HIPOCAT 6, FONDO DE TITULIZACIÓN DE ACTIVOS, of the issue of and subscription for the Mortgage Participations and the Mortgage Transfer Certificates and of the issue of the Securitisation Bonds (the "**Deed of Constitution**").

This Deed of Constitution will be sent to the CNMV to be included in the official registers of the CNMV prior to the commencement of the Subscription Period for the Securitisation Bonds.

II.1.2 Information relating to the conditions precedent and prior agreements for admission to the Stock Exchange or organised secondary market.

On the date of execution of the Deed of Constitution, the Gestora will apply immediately for the listing of this issue of Securitisation Bonds on the AIAF, Mercado de Renta Fija ("**Mercado AIAF**"). It is expected that the definitive admission to listing on the Mercado AIAF will occur no later than thirty (30) days from the Closing Date.

Likewise, the Gestora, for and on behalf of the Issuer, will apply for the inclusion of the Securitisation Bonds on the book-entry registry of the Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. (hereinafter, "**Iberclear**") so that the clearing of the Securitisation Bonds is carried out in accordance with the operating rules established or approved in the future by Iberclear in respect of the securities listed on Mercado AIAF and represented by book entry.

II.2. Prior administrative authorisation for the issue.

No prior administrative authorisation is required other than the verification and registration of this Folleto relating to the establishment of the Issuer and the issue of the Securitisation Bonds by the CNMV.

The CNMV has not issued any warning or consideration in respect of the establishment of the Issuer or of the issue of the Securitisation Bonds.

II.3. Evaluation of the risk inherent in the Securitisation Bonds issued by the Issuer.

The Gestora has requested the credit risk assessment of the Securitisation Bonds from MOODY'S INVESTORS SERVICE ESPAÑA, S.A. (hereinafter "**MOODY'S**") and FITCH RATINGS ESPAÑA, S.A.U. (hereinafter "**FITCH**") (and both together the "**Rating Agencies**"), agencies recognised by the CNMV in accordance with the provisions of Royal Decree 926/1998 and which operate in accordance with the methodology, criteria and quality control of Moody's Investors Service and of Fitch Ratings, respectively.

Provisional rating assigned to the issue of the Securitisation Bonds.

On September, 16th 2003 MOODY'S and FITCH respectively assigned the provisional rating of "Aaa" and "AAA" respectively to the Class A Securitisation Bonds, the provisional rating of "Aa2" and "AA" respectively to the Class B Securitisation Bonds, the provisional rating of "A1" and "A" respectively to the Class C Securitisation Bonds and the provisional rating of "Baa1" and "BBB" respectively to the Class D Securitisation Bonds (the "**ratings**") and they expect to assign final ratings of "Aaa" and "AAA" respectively to the Class A Securitisation Bonds, of "Aa2" and "AA" respectively to the Class B Securitisation Bonds, of "A1" and "A" respectively to the Class C Securitisation Bonds, and of "Baa1" and "BBB", respectively to the Class D Securitisation Bonds, before the commencement of the Subscription Period for the Securitisation Bonds.

If before the commencement of the Subscription Period the Rating Agencies do not confirm the ratings granted provisionally to the Securitisation Bonds of each of the Classes, this circumstance will be communicated immediately to the CNMV and will be publicly announced in the form set out in Section III.5.3.b)2).

The non-confirmation as final of the provisional ratings granted to the Securitisation Bonds in any of the Classes before the commencement of the Subscription Period will give rise to the termination of the constitution of the Issuer, of the issue of and subscription for the Mortgage Participations and the Mortgage Transfer Certificates and of the issue of and subscription for the Securitisation Bonds.

Annex 3 of this Folleto contains a copy of the letters communicating the ratings from MOODY'S and FITCH.

Considerations relating to the rating.

The rating is an opinion of the Rating Agencies regarding the credit risk level and the ability of the Issuer to make payments of interest on their due date and of principal throughout the life of the issue, and in any case, before the legal maturity of the transaction. It represents an evaluation of the probability of the Bondholders' receiving the relevant payments on the due dates.

a) MOODY'S Rating

The MOODY'S rating is an opinion regarding the capacity of prompt payment of interest and of principal throughout the life of the operation and in any event before the legal maturity of

the operation on December 31, 2034. the ratings of MOODY'S Investors Service used by MOODY'S for issues of short-term and long-term debt are the following:

Long-term
Aaa
Aa
A
Baa
Ba
B
Caa
Ca
C

Short-term
Prime-1
Prime-2
Prime-3

The meaning given by Moody's to the long-term granted provisionally to the Securitisation Bonds and short-term ratings used in this Folleto are described below:

Long-term:

Aaa: Securitisation Bonds rated as "Aaa" are considered to have the best possible quality. They involve the lowest investment risk and are generally known as of "maximum guarantee". Payment of interest is guaranteed by a wide or an exceptionally stable margin, and the principal is safe. They are only allocated in cases where the capability to refund principal and to pay interest on financial obligations promptly is exceptionally strong.

Aa: Securitisation Bonds rated as "Aa" are considered to be high quality under all criteria. Together with group Aaa, they form what are generally known as "high degree" Securitisation Bonds. The capability to refund principal and pay interest promptly is very strong. They are rated below the best Securitisation Bonds, because their margins of protection may not be as wide as those of Aaa securities, or the variability of elements of protection may be broader, or other elements may be present meaning that the long-term risk may be to some degree higher than that of Aaa securities.

A: Securitisation Bonds rated as "A" have many favourable attributes for investment, and are considered to be Securitisation Bonds of the "medium-high degree" and the capability to refund principal and to pay interest promptly is strong. The factors providing safety to the principal and to interest payments are considered adequate, but other elements may exist to indicate that they may be apt to weaken in future.

Short-term:

P-1: Excellent capability to meet payments on the Securitisation Bonds at the short term.

P-2: Strong capability to repay the Securitisation Bonds at the short term.

MOODY'S applies the numerical modifiers 1, 2 and 3 to each long-term rating category between Aa and Caa. Modifier 1 indicates credits which fall in the upper band of each general rating category, modifier 2 indicates credits which fall in the middle band of each rating category and modifier 3 those credits found in the lower band.

MOODY'S rating takes into account the structure of the Bond issue, the legal aspects of the issue and of the Issuer, the characteristics of the selected Mortgage Loans and the regularity and continuity of flows of the transaction.

MOODY'S ratings do not constitute a valuation of the probability that the Mortgagors make early repayments of capital, nor does it assess the extent to which such early repayments may differ from those originally envisaged. The ratings are in no way an indication of the rating of the actuarial level of income.

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

no document other than the informative Prospectus (*Folleto informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

- (i) are calculated by MOODY'S on the basis of various information which it receives, the accuracy and completeness of which MOODY'S does not guarantee so that MOODY'S is in no way responsible for this information; and
- (ii) do not constitute and, therefore, cannot be interpreted in any way as an invitation, recommendation or incitement directed to investors to carry out any type of transaction involving the Securitisation Bonds or, in particular, to purchase, keep, pledge or sell the Securitisation Bonds.

The final ratings may be reviewed, suspended or withdrawn at any moment by MOODY'S on the basis of any information of which it may become aware. Such situations, which will not constitute causes of early cancellation of the Issuer, will be communicated immediately both to the CNMV as well as the Bondholders in accordance with the provisions of Section III.5.3.

In carrying out the rating process and its subsequent follow up, MOODY'S relies on the accuracy and completeness of the information which the Gestora, the auditors, the lawyers and other experts provide.

b) FITCH rating

The ratings used by FITCH for long-term and short-term debt issues are the following:

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

The meaning given by FITCH to the long and short-term ratings used in this Folleto are described below:

Long-term:

AAA: Maximum credit quality. "AAA" ratings indicate the lowest expectation of credit risk. They are only allocated in cases where the capability to refund principal and to pay interest on financial obligations promptly is exceptionally strong. It is most unlikely that this capability would be negatively affected by foreseeable events.

AA: Very high credit quality. "AA" ratings indicate that there is a very low expectation of credit risk. The capability to refund principal and pay interest promptly is very strong. This capability is not very vulnerable to foreseeable events.

A: High credit quality. "A" ratings indicate a low expectation of credit risk. Capability to refund principal and to pay interest promptly is strong. However, this capability may be more vulnerable to changes in circumstances and in economic conditions in comparison with the higher ratings.

Short-term:

F1: Maximum credit quality. It indicates the strongest capability to meet the payment of obligations promptly.

F2: Good credit quality. It indicates strong capacity to meet the payment of obligations, but is more vulnerable than in the case of the highest ratings.

FITCH may add "+" or "-" to a rating to indicate a relative position within the rating categories. However, these signs may not be added to the "AAA" long-term rating, to ratings lower than "CCC" or to short-term ratings other than F1.

The FITCH rating regarding credit risk is an opinion about the ability of the Securitisation Bonds to make the periodical payments of interest and principal. This rating is based on the quality of the securitised loans, on the credit enhancement and on legal and financial aspects of the Bond issue.

The FITCH rating does not constitute an evaluation of the risk that the Mortgagors make early repayments or repay the full amount of the principal of the securitised loans. The rating in no way attempts to evaluate the rate of return received by the investors.

To carry out its analysis, FITCH has relied on the accuracy and completeness of the information provided by the Gestora, the auditors, the lawyers and other experts.

The FITCH definitive rating may be reviewed, suspended or withdrawn on the basis of any information of which it becomes aware or due to the non-availability of information or for any other reason. Such situations, which will not constitute events of early repayment of the Issuer, will be reported immediately to the CNMV and to the Bondholders, as provided for in section III.5.3.

This rating does not constitute a recommendation to purchase, sell or keep the Securitisation Bonds.

Obligations of the Gestora.

The Gestora, on behalf of the Issuer, will periodically provide the Rating Agencies with regular information regarding the situation of the Issuer and the performance of the Mortgage Participations and the Mortgage Transfer Certificates. Also, it will provide this information whenever it is reasonably requested to do so and, in any case, when there is a change in conditions of the Issuer, the contracts entered into by the Gestora on behalf of the Issuer or other interested party.

II.4. Nature and denomination of the Securitisation Bonds which are being offered.

The aggregate nominal amount of Securitisation Bonds being issued is of 850,000,000 Euro divided into 8,500 Securitisation Bonds. The aggregate nominal amount will be divided into four classes of Securitisation Bonds as described in section II.6 below.

II.4.1. Legal status of the securities with reference to the procedures which ensure the enforceability of the rights of the first holder and subsequent holders. Impact on the financial service of each class of securities being issued by the Issuer of the necessary link between the calendar of payments of principal and interest of the securities and the flows of revenues and expenses arising from the assets being securitised by the Issuer.

The establishment of the Issuer and the issue of the Securitisation Bonds by the Issuer will be carried out under the provisions of Royal Decree 926/1998 and by Law 19/1992 to the extent it is applicable for all matters not contemplated in Royal Decree 926/1998.

The Bondholders will be identified as such according to the accounting records held by Iberclear, and certificates of ownership will be issued at the request and expense of the Bondholder.

The Securitisation Bonds may be freely transferred in any manner permitted by law. Title to each Bond will be transferred by book-entry. The registration on the accounting records of the transfer to the purchaser will have the same effect as the delivery of the securities and from that moment the transfer will be enforceable against third parties.

To cover mismatch in time between the schedule of principal and interest payment flows from the Mortgage Participations and the Mortgage Transfer Certificates and that for the Securitisation Bonds issued, the Gestora, representing the Issuer (i) will set up a Reserve Fund intended to reinforce certain payment obligations for the Issuer's account, (ii) will enter into a Guaranteed Interest Reinvestment Agreement with CAIXA CATALUNYA for the investment of amounts received by the Issuer from the Mortgage Participations and the Mortgage Transfer Certificates, inter alia, guaranteeing a specific return; (iii) will execute with CAIXA CATALUNYA a Swap Agreement whereby CAIXA CATALUNYA will make payments to the Issuer calculated on the base of the rate of interest of the Securitisation Bonds and the Issuer will make payments to CAIXA CATALUNYA taking as reference the interest on the Mortgage Participations and the Mortgage Transfer Certificates, which will also have a deposit in cash made by CAIXA CATALUNYA from which the Gestora, on behalf of the Fund, may only draw in the event of a default of the Swap Agreement by CAIXA CATALUNYA and which will remain in effect as long as CAIXA CATALUNYA has a rating for non-subordinated and non-guaranteed debt of below A1 according to MOODY'S long-term debt ratings and/or of F-1 according to FITCH short-term debt ratings.

II.4.2. Other implications and risks.

a) Risk of default on the Mortgage Participations and the Mortgage Transfer Certificates.

The Bondholders will bear the risk of non-payment of the Mortgage Participations and/ or the Mortgage Transfer Certificates forming the Issuer. CAIXA CATALUNYA is in no way responsible for the non-payment by the Mortgagors of principal, interest or any other amount which may be due under the Mortgage Loans.

Neither will CAIXA CATALUNYA assume in any other way any responsibility for guaranteeing directly or indirectly the successful outcome of the transaction, it will not grant guarantees or sureties and it will not enter into covenants to repurchase Mortgage Participations or the Mortgage Transfer Certificates, with the exception of those that do not comply with the representations and warranties contained in section IV.1.a) of this Folleto, and in accordance with its provisions.

b) Risk of early repayment of the Mortgage Participations and the Mortgage Transfer Certificates.

The Mortgage Participations and the Mortgage Transfer Certificates forming the Issuer may be repaid early when the Mortgagors make an early repayment, on the terms envisaged in each of the agreements of assignment of the Mortgage Loans from which the Mortgage Participations and the Mortgage Transfer Certificates derive, of the outstanding part of the capital of the First Drawdowns.

The risk entailed by early repayment will be shifted on quarterly, on each Payment Date, to the Bondholders through the partial repayment of the Securitisation Bonds, as provided for in section II.11.3 of this Folleto.

c) Other considerations:

Limited Protection

An investment in the Securitisation Bonds may be effected, inter alia, by the deterioration in general economic conditions having a negative effect on payments of the Mortgage Loans underlying the issue of Securitisation Bonds of the Issuer. If defaults in payment reach a high level, they could reduce or even restrict the limited protection provided to the Securitisation Bonds against the losses in the credit portfolio by the enhancement operations described in this Folleto.

Likewise, the degree of subordination in the payment of interest and repayment of principal of Class B Securitisation Bonds with regard to Class A Securitisation Bonds, of Class C Securitisation Bonds with regard to Class B and Class A Securitisation Bonds, and of Class D Securitisation Bonds with regard to Class C, Class B and Class A Securitisation Bonds, deriving from their positions in the order of priority of payments in the Issuer, constitutes a different mechanism of protection for each of the Classes.

Limited Guarantee

The Securitisation Bonds issued by the Issuer do not represent or constitute an obligation of the Gestora or of CAIXA CATALUNYA. The cash flow generated by the Mortgage Participations and the Mortgage Transfer Certificates used to meet the obligations arising out of the Securitisation Bonds is secured or guaranteed only in the specific circumstances and up to the limits mentioned in this Folleto. With the exception of these guarantees, no other guarantees have been granted by any public or private entity, including among these CAIXA CATALUNYA, the Gestora and any affiliate or partly-owned company of either of the above.

In the Deed of Constitution, CAIXA CATALUNYA will grant a series of representations and warranties on the characteristics of the Mortgage Loans, of the First Drawdowns and of the Mortgage Participations and the Mortgage Transfer Certificates, as regards the existence of the Mortgage Loans and of the First Drawdowns and of the mortgages relating to them, on the absence of any obstacle to issue the Mortgage Participations and the Mortgage Transfer Certificates, and that these conform to the characteristics of the Mortgage Loans defined in the said Mortgage Participation. CAIXA CATALUNYA does not guarantee in any way the solvency of the Mortgagors of the Mortgage Loans. Moreover, these guarantees do not permit the Bondholders to assert against CAIXA CATALUNYA any right that they may have against the Issuer, and the Gestora is the only entity authorized to represent the Bondholders in relations with third parties or in any legal proceeding relating to the Issuer.

Limited Liquidity

There is no guarantee that the Securitisation Bonds will ever be traded on the market with a given frequency or minimum volume.

There is no undertaking that any entity will act as broker in secondary trading, giving liquidity to the Securitisation Bonds by offering a counterpart.

The Issuer will never be able to repurchase the Securitisation Bonds from the Bondholders although the Securitisation Bonds may be repaid early in full in the events of early liquidation of the Issuer described in section III.8.1 of this Folleto.

Return

Early repayment of the Mortgage Loans is influenced by a variety of geographical, economic and social factors, such as the Mortgagors' age, the season of the year, rates of interest on the market and unemployment, preventing any prediction of such early repayment.

Calculation of the internal rate of return, of the average life and of the duration of the Securitisation Bonds is subject, inter alia, to hypotheses of early repayment rates that may not occur, and to future rates of interest on the market, given the floating nature of the nominal rate of interest of each Class.

Default interest.

The existence of delay in the payment of interest or the repayment of principal to the Bondholders will never give rise to the accrual of default interest payable to them.

II.5. Form of representation, name and registered office of the entity responsible for the accounting records.

The Securitisation Bonds issued by the Issuer will be held in book entry form, with Iberclear, an institution registered in Madrid, calle Pedro Texeira, 8. In this connection, it is placed on record that the Deed of Constitution will have the effects envisaged in article 6 of Law 24/1988.

Complying with the provisions of article 6 of Royal Decree 116/1992 of 14 February, on the representation of securities by means of book-entries, the name, number of units, nominal value and other characteristics and conditions of the Bond issue represented by book entry are those that will be placed on record in the Deed of Constitution as set out in chapter II of this Folleto.

II.6. Aggregate nominal amount of the securities issued by the Issuer, amount and numbering of the individual securities, in each case, identifying the Classes forming the Issuer.

The aggregate nominal amount of the Securitisation Bonds will be 850,000,000 Euro and will be divided into 8,500 Securitisation Bonds. This aggregate nominal amount will be divided into four classes of Securitisation Bonds:

- (i) **Ordinary Securitisation Bonds in Class A:** with an aggregate nominal amount of 787,600,000 Euro divided into 7,876 Securitisation Bonds, each with a nominal value of one hundred thousand (100,000) Euro (the "**Class A Securitisation Bonds**").
- (ii) **Subordinated Securitisation Bonds in Class B:** with an aggregate nominal amount of 15,700,000 Euro divided into 157 Securitisation Bonds, each with a nominal value of one hundred (100,000) Euro (the "**Class B Securitisation Bonds**").
- (iii) **Subordinated Securitisation Bonds in Class C:** with an aggregate nominal amount of 34,000,000 Euro divided into 340 Securitisation Bonds, each with a nominal value of one hundred (100,000) Euro (the "**Class C Securitisation Bonds**").
- (iv) **Subordinated Securitisation Bonds in Class D:** with an aggregate nominal amount of 12,700,000 Euro divided into 127 Securitisation Bonds, each with a nominal value of one hundred (100,000) Euro (the "**Class D Securitisation Bonds**").

Subscription for or holding of Securitisation Bonds of one Class does not imply subscription for or holding of Securitisation Bonds of the other Classes.

II.7. Nominal amount and issue price in Euro of each security.

The issue price of all Classes of Securitisation Bonds will be one hundred thousand (100,000) Euro per Bond, free of taxes and subscription expenses for the subscriber. The Securitisation Bonds will be issued at 100 per cent of their nominal amount.

The redemption amount of the Securitisation Bonds will be one hundred thousand (100,000) Euro per Bond, equivalent to its nominal amount payable progressively on each Payment Date.

II.8. Commissions and related expenses to be borne by investors when subscribing for the securities issued by the Issuer.

The issue price in Section II.7 above is free of commissions and expenses for the subscriber.

II.9. Statement, if appropriate, of any commissions payable by the holders of the securities issued by the Issuer, necessarily represented by book entry for the inscription and maintenance of balances.

Expenses and commissions due as result of the inclusion of the Securitisation Bonds on the accounting registers of Iberclear will be charged to the Issuer, and will not be passed on to the Bondholders. However, the institutions which are members of Iberclear may charge the Bondholders, in accordance with existing legislation, commissions and expenses relating to the portfolio management. These commissions and expenses may be freely determined and must have been communicated to the Bank of Spain and/or to the CNMV as regulatory bodies of these institutions.

II.10. Interest rate section

II.10.1. Nominal interest rate

The Securitisation Bonds of each of the Classes will accrue annual nominal interest at a variable rate calculated quarterly and paid quarterly on the Outstanding Principal Balance of the Securitisation Bonds in each Class, on each Payment Date provided that the Issuer has sufficient funds in the Treasury Account in accordance with the order of priority of payments for each Class set out in Section V.5.1.B).2. of the Folleto.

Withholdings, rates and taxes levied now or that may be levied in future on the capital, interest or returns of the Securitisation Bonds shall be solely for the account of the Bondholders and their amount shall be deducted, where appropriate, by the relevant entity in the manner laid down by law.

a) Accrual of interest

The term of the issue will be divided into successive Interest Periods consisting of the actual days between each Payment Date as set out in Section II.10.3 of the Folleto, including in each Interest Period the Initial Payment Date and excluding the Final Payment Date. The duration of the first Interest Period will consist of the actual days elapsed from, and including, the Closing Date (December 31, 2034), until, but excluding, the first Payment Date (December 15, 2003).

The nominal interest rate will accrue on the actual days existing in each Interest Period for which it has been calculated and interest will be calculated on the basis of a 360-day year.

b) Nominal interest rate

The nominal rate of interest accrued on each Class of Securitisation Bonds during each Interest Period will be equal to the sum of: (i) the EURIBOR reference rate for maturity at three (3) months, except for the first Interest Period, which will be the rate resulting from linear interpolation between the EURIBOR reference rate for maturity at two (2) months and the EURIBOR reference rate for maturity at three (3) months, taking into account the number of days of the first Interest Period, or in the case of this being substituted, the rate described in section (c) below, and (ii) a margin for each of the Classes of:

- for Class A Securitisation Bonds: between 0.25 per cent and 0.28 per cent until December 15, 2018, and after such date, twice the margin applied until December 15, 2018;
- for Class B Securitisation Bonds: between 0.50 per cent and 0.60 per cent until December 15, 2018, and after such date, twice the margin applied until December 15, 2018;
- for Class C Securitisation Bonds: between 0.65 per cent and 0.85 per cent until December 15, 2018, and after such date, twice the margin applied until December 15, 2018; and
- for Class D Securitisation Bonds: between 0.80 per cent and 1.20per cent until December 15, 2018, and after such date, twice the margin applied until December 15, 2018.

converted to an equivalent rate of interest for a year of 360 days and rounded off to the nearest thousandth of a percentage point.

c) Interest rate determination

The reference rate of interest ("Reference Rate") to determine the nominal interest rate applicable to the Securitisation Bonds in each Class will be:

The EURIBOR rate (“EURO Interbank Borrowing Offered Rate”) will be the 3 month EURIBOR rate that which is published on the “EURIBOR01” page of the REUTERS Screen (or such other page as may be substituted for it in this service), at 11.00 a.m.. C.E.T. (Brussels time, Central European Time) at the Interest Determination Time (“Momento de Fijación de Tipo”), as described in Section II.10.1.d) below. The “EURIBOR01” page on the REUTERS screen is the one which shows the contents of the “EURIBOR01” page in the REUTERS MONITOR MONEY RATES SERVICE.

At present, said EURIBOR rate for maturity at three (3) months is the rate offered for interbank deposits at term in Euro, calculated as the daily mean of quotations supplied by a panel of 57 of the more active banks in the Euro zone. The rate is quoted on the calculation base of actual days until maturity and a 360-day year, and it is set at 11.00 h., C.E.T. time, expressed with three decimal figures.

- (ii) In the absence of or impossibility of obtaining the reference interest rates set out in section (i) above, the substitute interest rate to be applied will be a rate equal to the simple arithmetic mean of the interbank interest rates offered for (non-transferable) deposits in Euro with maturity at three (3) months at the Interest Determination Time, declared by the financial institutions listed below:

- Deutsche Bank AG, London branch;
- Citibank, London branch;
- J.P. Morgan Securities Ltd.

In the event that it is not possible to apply the above substitute reference interest rate, due to the fact that one of the said institutions does not provide a continuous quotation, the interest rate to be applied will be the interest rate equal to the simple arithmetic mean of the interest rates quoted by the two remaining institutions.

- (iii) If one of the two remaining institutions above ceases to provide a continuous quotation, the interest rate to be applied will be the last nominal interest rate applicable to the last Interest Period and will apply for all successive Interest Periods for as long as such circumstances continue.

If two of the institutions set out above recommence quotations, the substitute reference rate referred to above would again be applied pursuant to the preceding rules.

The Gestora will keep the contents lists from the REUTERS screen, or, as the case may be, the quotes published by the above mentioned institutions as accrediting documents for the EURIBOR rate.

d) Interest Determination Time

The nominal interest rate applicable to the Securitisation Bonds during each Interest Period will be set by the Gestora on behalf of the Issuer, on the second Business Day according to the TARGET (Trans European Automated Real-Time Gross Settlement Express Transfer System) calendar prior to each Payment Date, defined in Section II.10.3 below, at 11.00 a.m. (C.E.T.) on such day (the “Interest Determination Time”) and will be applied for the following Interest Period.

The nominal rate of interest for the Securitisation Bonds during the first Interest Period will be determined as described in section (c) above, on the basis of the reference interest rate stipulated in that section, quoted at 11.00 a.m. (C.E.T.) on the second Business Day prior to the Closing Date, or on the immediately preceding Business Day if such day is not a business day according to the TARGET calendar, and it will be notified to the general public by a document issued by the Gestora to the Underwriters and Placers for these to pass on the information to investors interested in subscribing for the Securitisation Bonds. The Gestora will also so notify the CNMV, the Paying Agent, Mercado AIAF and Iberclear in the form set out in Section III.5.3.b) of the Folleto.

The applicable nominal interest rates for all Classes of Securitisation Bonds for each Interest Period will be communicated to the Bondholders in the place and manner provided for in Section III.5.3.a).

no document other than the informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

For the purposes of this issue, "Business Days" will be considered as all those days that do not fall on:

- (i) a Saturday;
- (ii) a Sunday;
- (iii) the days which are not business days under the TARGET Calendar and which include 25 December and 1 January; and
- (iv) a public holiday in Madrid and/or Barcelona.

e) Informative table of the evolution of the reference interest rate to be used.

For illustrative purposes only, set out below are the EURIBOR rates with maturity at three months, as quoted on the dates indicated by REUTERS, "EURIBOR01" page, on certain dates corresponding to the Interest Determination Time as well as the nominal interest rates which accordingly would be applicable to the Securitisation Bonds on such dates, for an applicable margin of 0.26% for Class A Securitisation Bonds, 0.52% for Class B Securitisation Bonds, 0.75% for Class C Securitisation Bonds and 1% for Class D Securitisation Bonds.

Interest Determination Date	Euribor 3 months	Securitisation Bonds Class A	Securitisation Bonds Class B	Securitisation Bonds Class C	Securitisation Bonds Class D
13/09/2001	4.165%	4.425%	4.685%	4.915%	5.165%
13/12/2001	3.342%	3.602%	3.862%	4.092%	4.342%
13/03/2002	3.374%	3.634%	3.894%	4.124%	4.374%
13/06/2002	3.470%	3.730%	3.990%	4.220%	4.470%
12/09/2002	3.315%	3.575%	3.835%	4.065%	4.315%
12/12/2002	2.930%	3.190%	3.450%	3.680%	3.930%
13/03/2003	2.545%	2.805%	3.065%	3.295%	3.545%
12/06/2003	2.124%	2.384%	2.644%	2.874%	3.124%

II.10.2. Reference to the ranking of interest payments on the securities issued by the Issuer in the priority of payments and precise indication of the sections and pages of the Folleto where the conditions relating to the priority of payment of the Issuer are described and specifically such conditions which affect the interest payments on such securities.

Payment of interest accrued on Class A Securitisation Bonds ranks 3rd in the priority of payments as set out in section V.5.1.B).2 of the Folleto.

Payment of interest accrued on Class B Securitisation Bonds ranks 4th in the priority of payments as set out in section V.5.1.B).2 of the Folleto unless the conditions set out in that Section of the Folleto for its deferral are fulfilled, in which case it will rank 8th in the priority of payments.

Payment of interest accrued on Class C Securitisation Bonds ranks 5th in the priority of payments as set out in section V.5.1.B).2 of the Folleto unless the conditions set out in that Section of the Folleto for its deferral are fulfilled, in which case it will rank 10th in the priority of payments.

Payment of interest accrued on Class D Securitisation Bonds ranks 6th in the priority of payments as set out in section V.5.1.B).2 of the Folleto unless the conditions set out in that Section of the Folleto for its deferral are fulfilled, in which case it will rank 12th in the priority of payments.

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

Interest on the Securitisation Bonds of all Classes will be paid quarterly in arrear on 15 March, 15 June, 15 September and 15 December of each year (each a "Payment Date") until the Securitisation Bonds have been fully redeemed, in accordance with the procedure set out in section II.12 below.

In the event that any such day stated above is not a Business Day, payment of interest will be made on the immediately following Business Day and interest on the relevant Interest Period will accrue as described in section II.10.1.a), up to but excluding such Business Day.

no document other than the informative Prospectus (*Folleto informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

The first interest payment for the Securitisation Bonds of all Classes will take place on December 15, 2003, such interest accruing at the nominal rate stipulated in section II.10.1.b, from (and including) the Closing Date for the subscribers (September 22, 2003) as defined in section II.18.5 above, up to (but excluding) December 15, 2003.

Interest payable on each Payment Date in respect of each Interest Period will be calculated according to the following formula:

$$I = P \times \frac{R}{100} \times \frac{d}{360}$$

Where:

- I* = Interest payable on the relevant Payment Date.
- P* = Outstanding Principal Balance of the Securitisation Bonds of each Class on the first day of the Interest Period corresponding to the Payment Date.
- R* = Nominal interest rate expressed as an annual percentage.
- d* = Actual number of days elapsed during the relevant Interest Period.

Rounded to the nearest centime..

Both the interest accruing in favour of the Bondholders calculated as set out above and the amount of interest accrued and unpaid, will be notified to the Bondholders in the manner described in section III.5.3 below at least one (1) calendar day prior to each Payment Date.

Payment of interest accrued on the Securitisation Bonds will take place on each Payment Date, so long as the Issuer has sufficient resources in the Treasury Account for such payment according to the priority of payments established in section V.5.1.B).2 of this Folleto.

In the event that on any given Payment Date, the Issuer does not have enough funds to make a full or a partial payment of interest accrued on the Securitisation Bonds of any Class in accordance with the priority of payments set out in section V.5.1.B).2 of this Folleto, such amounts as the Bondholders have not received will be paid on the following Payment Date on which the Issuer has enough funds to make such payment and will be paid in accordance with said priority of payments and applied by order of maturity if it again proves impossible for them to be paid in full because of insufficiency of available funds.

The deferred amounts of interest will accrue interest, in favour of the Bondholders, at the interest rate applicable to Securitisation Bonds of their respective Class during the Interest Period(s) until the Payment Date on which they are paid, without default interest and without this implying capitalisation of the debt.

The Issuer, through the Gestora, will not be able to defer payment of interest on the Classes of Securitisation Bonds until after the Final Repayment Date (December 31, 2034).

The financial servicing of the Bond issue will be carried out through a Paying Agent, and for this purpose the Gestora, for and on behalf of the Issuer, will enter into a Paying Agency Agreement with CAIXA CATALUNYA (in this capacity, also the "Paying Agent").

In order to assist the subscriber in understanding the method of determination of the relevant interest rate and the amount of interest due for each Bond on each Payment Date, a worked example is contained in section II.12 herein as well as the Theoretical Tables of the Financial Servicing of the Loan.

II.11. Repayment of the securities.

II.11.1. Price of repayment, specifying the existence of premiums, bonuses, numbers of securities or any other financial benefit.

The price of repayment of the Securitisation Bonds of all Classes will be one hundred thousand (100,000) Euro per Bond, equivalent to 100% of its nominal amount, payable as set out in section II.11.3 (below). Each Bond of the same Class will be redeemed in the same amount by reducing the nominal amount of each of them.

no document other than the informative Prospectus (*Folleto informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

II.11.2. Reference to the ranking in the priority of payments by the Issuer of the amount withheld in order to maintain the First Capital Repayment Fund, the Second Capital Repayment Fund, the Third Capital Repayment Fund and Fourth Capital Repayment Fund, used for payments of the principal of the securities issued by the Issuer

The amounts withheld in order to maintain the First Capital Repayment Fund, the Second Capital Repayment Fund and the Third Capital Repayment Fund rank 7th, 9th, 11th, 13th, respectively in the priority of payments set out in section V.5.1.B).2. of this Folleto.

II.11.3 Repayment.

II.11.3.1. Final Repayment Date and final repayment .

The Final Repayment Date and the final repayment of the Securitisation Bonds will take place on December 31, 2034, or if this is not a Business Day, on the following Business Day, without prejudice to the fact that the Gestora, on behalf of the Issuer and in accordance with section III.8 below, may repay the Securitisation Bonds earlier, in which case the Payment Date on which this occurs will be the Final Repayment Date of the Securitisation Bonds.

II.11.3.2. Partial repayment dates.

Notwithstanding the above, the Issuer, through the Gestora, will partially repay the Securitisation Bonds as described below.

The partial repayment dates will coincide with the Interest Payment Dates, i.e., 15 March, 15 June, 15 September and 15 December of each year or, as the case may be, the following Business Day, until the Securitisation Bonds have been fully redeemed.

II.11.3.3. Outstanding Principal Balance of the Securitisation Bonds

This will be the Outstanding Balance of all Classes or, in connection with each Class, the outstanding balance of the Securitisation Bonds in that Class (i.e. the principal amount pending repayment on the Securitisation Bonds of said Class).

II.11.3.4. Outstanding Balance of the Mortgage Portfolio

The “**Outstanding Balance of the Mortgage Portfolio**” will comprise the total of the outstanding unmatured principal amount and the principal amount matured and unpaid of each one of the Mortgage Participations and the Mortgage Transfer Certificates, minus the balance of the Recovery Deficit Account.

The Recovery Deficit Account will show, at each moment of time, the sum of the following amounts:

- (a) the total amount of principal owed on First Drawdowns which mortgages have not been foreclosed and on default since more than 36 months; and
- (b) the difference between (i) the amount of principal owed on First Drawdowns on the dates of foreclosure on their mortgages, and (i) the amount of principal recovered as a result of such foreclosure.

II.11.3.5. Capital Repayment Fund

The Securitisation Bonds will be redeemed against the amounts in the Capital Repayment Fund on each Payment Date, in accordance with the rules for redemption described in sections II.11.3.7. and II.11.3.8.

The amount of the Capital Repayment Fund on a Payment Date will be equal to the sum of the amounts of the First Capital Repayment Fund, the Second Capital Repayment Fund, the Third Capital Repayment Fund and Fourth Capital Repayment Fund on that Payment Date, funded in accordance with the priority of payments set out in section V.5.1.B).2 of the Folleto. For this purpose:

no document other than the informative Prospectus (*Folleto informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

- The maximum amount of the First Capital Repayment Fund on a given Payment Date will be equal to the positive difference between (i) the Outstanding Principal Balance of Class A Securitisation Bonds, plus the sum of all the Additional Amounts paid until the immediately preceding Determination Date, and (ii) the Outstanding Balance of the Mortgage Portfolio on the immediately preceding Determination Date.
- The maximum amount of the Second Capital Repayment Fund on a given Payment Date will be the lesser of:
 - (a) the Outstanding Principal Balance of Class B Securitisation Bonds; or
 - (b) the positive difference between (i) the Outstanding Principal Balance of Class A and B Securitisation Bonds, plus the sum of all the Additional Amounts paid until the immediately preceding Determination Date, and (ii) the Outstanding Balance of the Mortgage Portfolio on the immediately preceding Determination Date.
- The maximum amount of the Third Capital Repayment Fund on a given Payment Date will be the lesser of:
 - (a) the Outstanding Principal Balance of Class C Securitisation Bonds; or
 - (b) the positive difference between (i) the Outstanding Principal Balance of Class A, B and C Securitisation Bonds, plus the sum of all the Additional Amounts paid until the immediately preceding Determination Date, and (ii) the Outstanding Balance of the Mortgage Portfolio on the immediately preceding Determination Date.
- The maximum amount of the Fourth Capital Repayment Fund on a given Payment Date will be the lesser of:
 - (a) the Outstanding Principal Balance of Class D Securitisation Bonds; or
 - (b) the positive difference between (i) the Outstanding Principal Balance of all the Securitisation Bonds, plus the sum of all the Additional Amounts paid until the immediately preceding Determination Date, and (ii) the Outstanding Balance of the Mortgage Portfolio on the immediately preceding Determination Date.

The amount of the Capital Repayment Fund on a given Payment Date will be calculated on the immediately preceding Determination Date.

II.11.3.6. Determination Dates and Determination Periods

These will be the dates on which the Gestora, on behalf of the Issuer, will make the necessary calculations for determining the Outstanding Principal Balance of the Securitisation Bonds of each Class, Outstanding Balance of the Mortgage Portfolio and the other financial statistics of the Issuer, in accordance with this section of the Folleto.

The “**Determination Date**” will be the date corresponding to the fifth (5th) Business Day prior to each Payment Date, and the consecutive periods falling between two successive Determination Dates will be known as “**Determination Periods**” including in each period the first Determination Date and excluding the final Determination Date.

Exceptionally, the first Determination Period will run from the Closing Date to the first Determination Date.

II.11.3.7. General Rules for Repayment

- **Repayment of Class A Securitisation Bonds**

The partial repayment of Class A Securitisation Bonds will be made pro rata among the Securitisation Bonds in that Class by deducting from the nominal value on each Payment Date, until it is completed, an amount equal to the amount existing in the Capital Repayment Fund at that Payment Date.

The first repayment of Class A Securitisation Bonds will be made on December 15, 2003.

The final repayment of Class A Securitisation Bonds will be the Final Repayment Date, December 31, 2034 or, if this is not a Business Day, on the following Business Day, although the Gestora, representing and on behalf of the Issuer, as provided for in section III.8 of this Folleto, may proceed to the early repayment of the issue, in which case the Payment Date on which this occurs will be the Final Repayment Date of the Securitisation Bonds.

- **Repayment of Class B Securitisation Bonds**

Once the Class A Securitisation Bonds have been repaid in full, the partial repayment of the Class B Securitisation Bonds will be made pro rata among the Securitisation Bonds in that Class by deducting from the nominal value on each Payment Date, until it is completed, an amount equal to the amount existing in the Capital Repayment Fund at that Payment Date.

The first repayment of Class B Securitisation Bonds will be made on the first Payment Date after the Class A Securitisation Bonds have been repaid in full on which a residual amount exists in the Capital Repayment Fund.

The final repayment of Class B Securitisation Bonds will be made the Final Repayment Date, December 31, 2034 or, if this is not a Business Day, on the following Business Day, although the Gestora, representing and on behalf of the Issuer, as provided for in section III.8 of this Folleto, may proceed to the early repayment of this issue, in which case the Payment Date on which this occurs will be the Final Repayment Date of the Securitisation Bonds.

- **Repayment of Class C Securitisation Bonds**

Once the Class A and Class B Securitisation Bonds have been repaid in full, the partial repayment of the Class C Securitisation Bonds will be made pro rata among the Securitisation Bonds in that Class by deducting from the nominal value on each Payment Date, until it is completed, an amount equal to the amount existing in the Capital Repayment Fund at that Payment Date.

The first repayment of Class C Securitisation Bonds will be made on the first Payment Date after the Class A and Class B Securitisation Bonds have been repaid in full on which a residual amount exists in the Capital Repayment Fund.

The Final Repayment of Class C Securitisation Bonds will be the Final Repayment Date, December 31, 2034 or, if this is not a Banking Day, on the following Business Day, although the Gestora, representing and on behalf of the Issuer, as provided for in section III.8 of this Folleto, may proceed to the early repayment of the issue, in which case the Payment Date on which this occurs will be the Final Repayment Date of the Securitisation Bonds.

- **Repayment of Class D Securitisation Bonds**

Once the Class A, Class B and Class C Securitisation Bonds have been repaid in full, the partial repayment of the Class D Securitisation Bonds will be made pro rata among the Securitisation Bonds in that Class by deducting from the nominal value on each Payment Date, until it is completed, an amount equal to the amount existing in the Capital Repayment Fund at that Payment Date.

The first repayment of Class D Securitisation Bonds will be made on the first Payment Date after the Class A, Class B and Class C and Securitisation Bonds have been repaid in full on which a residual amount exists in the Capital Repayment Fund.

The Final Repayment of Class D Securitisation Bonds will be the Final Repayment Date, December 31, 2034 or, if this is not a Banking Day, on the following Business Day, although the Gestora, representing and on behalf of the Issuer, as provided for in section III.8 of this Folleto, may proceed to the early repayment of the issue, in which case the Payment Date on which this occurs will be the Final Repayment Date of the Securitisation Bonds.

Notwithstanding the above, in addition, and from the first Payment Date and until their complete repayment, in accordance with the order of priority of payments included in section V.5.1B).2 of this Folleto, the Gestora will apply to the repayment of the Class D Securitisation Bonds an additional amount equal to 100% of the Available Funds existing after meeting the payment obligations established in sections 1st to 15th included in section V.5.1B).2 of this Folleto, which will be made pro rata among the Securitisation Bonds in that Class by deducting from their nominal (hereinafter, the “**Additional Amounts**”). As a result, the total repayment of the Class D Securitisation Bonds may occur prior to the repayment of the Class A, Class B and Class C Securitisation Bonds.

II.11.3.8. Special rules for Repayment

By way of an exception, Class A and Class B Securitisation Bonds will be repaid pro rata according to the Outstanding Principal Balance of each of them and with no subordination between the Classes, when all of the following conditions are met on a Payment Date:

1. The amount of the Reserve Fund is equal to the level required under section V.3.4.
2. The difference between (i) the Outstanding Principal Balance of the Securitisation Bonds, plus the sum of all the Additional Amounts paid until the immediately preceding Determination Date, minus the Outstanding Balance of the Mortgage Portfolio and (ii) the Capital Repayment Fund, is equal to zero.
3. The Delinquency Ratio is less than 4% on each Determination Date before the relevant Payment Date.
4. On the Determination Date before the relevant Payment Date, the Outstanding Principal Balance of Classes B, C and D Securitisation Bonds plus the sum of all the Additional Amounts paid until such date, represents at least 14.7 % of the Outstanding Principal Balance of the Securitisation Bonds.
5. On the Determination Date preceding the relevant Payment Date, the Outstanding Principal Balance of the Classes B, C and D Securitisation Bonds plus the sum of all the Additional Amounts paid until such date is equal to at least 1 % of the original amount of the issue.

The “**Delinquency Ratio**” refers to the Outstanding Balance of the Mortgage Portfolio in arrear for over ninety (90) days, divided by the Outstanding Balance of the Mortgage Portfolio. The calculation date of each monthly Delinquency Ratio will be the last day of each calendar month.

Notwithstanding the foregoing, the Capital Repayment Fund will be used on each Payment Date to repay pro rata the principal of all the Classes of Securitisation Bonds, without subordination among Classes, if on that Payment Date both of the following conditions are met:

1. The conditions stipulated in sections (1), (2), (3) and (5) above are met.
2. On the Determination Date preceding the relevant Payment Date, the Outstanding Principal Balance of the Classes C and D Securitisation Bonds plus the sum of all the Additional Amounts paid until such date represents at least 11 % of the Outstanding Principal of the Securitisation Bonds.

II.11.3.9. Notification to Bondholders.

The Gestora will notify the Bondholders, in the manner contemplated in section III.5.3.a), of the amount in the Capital Repayment Fund on each Payment Date, the actual prepayment rates of the Mortgage Loans, the amount of the Outstanding Principal Balance of the Securitisation Bonds, the estimated average residual life of the Securitisation Bonds and, where appropriate, the interest due and unpaid to the Bondholders.

II.12 Table of the servicing of the loan, including interest payments and repayment of principal amount for each of the Classes of Securitisation Bonds to be issued by the Issuer.

The financial servicing of the Securitisation Bonds will be made through CAIXA CATALUNYA as Paying Agent. Both interest payment and repayment of principal will be notified to Bondholders in the cases and within the periods set out in section III.5.3.a) of the Folleto. Payment of interest and

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repayments will be made by Entities members of Iberclear and to these in turn by Iberclear as the entity responsible for the accounting register when the legal holders of the Securitisation Bonds prove ownership with an accrediting document or against the corresponding certificate issued by the institution holding the accounting register.

A) Worked example of the nominal interest rate determination

In order to help the subscriber understand how the nominal interest rate is determined and the amount of interest to be received for each Class A Bond on each Payment Date, a calculation is set out below using the following example:

- EURIBOR rate maturing at three (3) months (assuming rate determined at September 1, 2003) 2.149%
 - Margin on Class A Securitisation Bonds 0.26%
 - Rounded to the nearest one thousandth of a percentage point. 2.409%
 - Amount of interest per Class A Bond:
 - Interest accrual period per Bond from Closing Date to December 15, 2003 84 days
 - Outstanding Amount of Class A Bond 100,000Euro
- $$\frac{2.409 \times 84 \times 100,000}{100 \times 360} = 562.100 \text{ Euro}$$
- Rounded to the nearest centime: 562.10Euro
- As a result, the amount of interest to be received for each Class A Bond would be 562.100 Euro on an Outstanding Balance of the Bond of 100,000 Euro.

The example would be identical for Class B, Class C and Class D Securitisation Bonds, only having to substitute the relevant margins with regard to each Class.

Class of Securitisation Bonds	A Until December 15, 2018	A From December 15, 2018	B Until December 15, 2018	B From December 15, 2018	C Until December 15, 2018	C From December 15, 2018	D Until December 15, 2018	D From December 15, 2018
<i>Margin</i>	0.26%	0.52%	0.52%	1.04%	0.75%	1.50%	1.00%	2.00%
<i>Nominal rate of interest</i>	2.409%	2.669%	2.669%	3.189%	2.899%	3.649%	3.149%	4.149%

B) Tables of the financial servicing of the loan

The main characteristic of Securitisation Bonds lies in their periodical repayment and, therefore, their average maturity and duration depend fundamentally on the rate with which the Mortgagors repay the First Drawdowns subject of the issue of the Mortgage Participations and the Mortgage Transfer Certificates forming the Issuer.

Therefore the early repayments which the Mortgagors may decide to make, subject to the continuing changes and estimates in this Folleto by means of the use of the future CPR ("Constant Prepayment Rate"), will impact directly on the rate of repayment of the First Drawdowns and therefore on the average life and duration of the Securitisation Bonds.

Likewise, there are also other variables subject to continuing changes which affect the average life and duration of the Securitisation Bonds. These variables and their hypothetical values used in the tables appearing in this Section are:

- interest rate of the Mortgage Participations and the Mortgage Transfer Certificates portfolio: 4.80%;
- percentage of amounts in arrear of the Mortgage Participations and the Mortgage Transfer Certificates portfolio: 0% per annum;
- defaults of the Mortgage Participations and the Mortgage Transfer Certificates portfolio: 0% per annum;
- the early repayment rate remains constant throughout the life of the Securitisation Bonds;

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- the Closing Date of the Securitisation Bonds is September 22, 2003;
- We assume CPR at 6%, 8%, 10%, 12% and 14%.
- First Drawdowns in Forbearance Period: 0 % per annum.

Finally, the actual adjusted duration of the Securitisation Bonds will also depend on their floating interest rate, and in the tables appearing in this Folleto this rate is assumed to be constant at 2.409% for Class A, 2.669% for Class B, 2.899% for Class C, and 3.149% for Class D.

The coupons for the Securitisation Bonds in each Class have been calculated in the following manner:

If the Securitisation Bond pays a 3 month EURIBOR rate plus the corresponding margin, in this example we assume a three month EURIBOR of 2.149% and margins of 0.26% for Class A, 0.52% for Class B, 0.75% for Class C, and 1.00% for Class D. The coupon appertaining to each Class of Securitisation Bonds is the result of adding the respective margin to 2.149%. Therefore, for example, for the Securitisation Bonds in each Class this would be:

Coupon Class A = (2.149% + 0.26%) = 2.409%
 Coupon Class B = (2.149% + 0.52%) = 2.669%
 Coupon Class C = (2.149% + 0.75%) = 2.899%
 Coupon Class D = (2.149% + 1.00%) = 3.149%

Assuming that the Gestora, acting on behalf of the Issuer, proceeds to the early liquidation of the Issuer as provided for in section III.8.1. of this Folleto, the average life and duration of the Securitisation Bonds and the final estimated life of the Issuer at different CPRs would be the following:

% CPR	6%	8%	10%	12%	14%
Class A Securitisation Bonds					
Average life	8.15	6.90	5.91	5.16	44.56
Duration	7.06	6.09	5.30	4.68	4.18
Final estimated life	17.49	15.24	13.24	11.74	10.48
Class B Securitisation Bonds					
Average life	13.45	11.41	9.96	8.72	7.77
Duration	11.18	9.76	8.63	7.68	4.18
Final estimated life	17.49	15.24	13.24	11.74	10.48
Class C Securitisation Bonds					
Average life	13.45	11.14	9.96	8.72	7.77
Duration	11.02	9.56	8.53	7.60	6.87
Final estimated life	17.49	15.24	13.24	11.74	10.48
Class D Securitisation Bonds					
Average life	1.45	1.47	1.49	1.51	1.54
Duration	1.40	1.42	1.44	1.46	1.49

Final estimated life	2.98	2.98	2.98	3.23	3.23
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These figures have been calculated using the following formulae:

Average Life of the Securitisation Bonds

$$V = \frac{\sum (P \times d)}{T} \times \frac{1}{365}$$

Where:

- V = Average life of each Class of Bond issued stated in years.
P = Amount of Principal to be repaid on each Class of Bond on each Payment Date, in accordance with section II.11.3.7.
d = Number of days elapsed from the Closing Date to the relevant Payment Date.
T = Total nominal amount in pesetas of each Class of Bond.

Duration of the Securitisation Bonds (Macaulay formula adjusted)

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

Where:

- D = Duration of each Class of Bond stated in years.
a = Time (in years) elapsed between the Closing Date until each of the relevant Payment Dates.
VA = Actual value of each of the amounts comprising principal and gross interest, to be paid on each of the Payment Dates, discounted at the actual interest rate (IRT): 2.46% for Class A, 2.73% for Class B, 2.97% for Class C, and 3.23% for Class D.
PE = Issue price of the Securitisation Bonds, 100,000 Euro.
i = Quarterly actual interest rate (IRT) of 0.60% for Class A, 0.67% for Class B, 0.72% for Class C, and 0.79% for Class D.

Estimated final life

The estimated final life of the Issuer is calculated taking into account: (i) the period of time running from the Closing Date (September 22, 2003) until the date on which the early liquidation of the Issuer may be made as provided for in section III.8.1. of this Folleto and (ii) the special rules for repayment contemplated in section II.11.3.8.

Lastly, the Gestora, for and on behalf of the Issuer, expressly represents that the tables of the financial servicing of the loan which appear below are merely theoretical and for illustrative purposes only, and do not represent in any way an obligation to make a payment, noting that:

- The CPRs are assumed to be constant at 10% and 14% respectively throughout the life of the loan and as already mentioned, the actual prepayment rate is continuously changing.
- It is assumed that repayment of the principal of the Securitisation Bonds will be made in accordance with the general rules set out in sections II.11.3.7. and II.11.3.8 of this Folleto (although rule 3 of the latter section is not applicable to this analysis, since a delinquency rate of 0% is assumed).
- The Reference Interest Rate is assumed to be constant at 2.149% (EURIBOR rate at 3 months, on September 1, 2003).

no document other than the informative Prospectus (*Folleto informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

- The interest rates on the Securitisation Bonds are assumed to be constant at 2.409% for Class A, 2.669% for Class B, 2.899% for Class C, and 3.149% for Class D, while, as already stated, these Classes bear floating interest rates.
- In each case the hypothetical values mentioned at the beginning of this section are assumed.
- It is assumed that the Gestora, acting on behalf of the Issuer, will proceed to the early liquidation of the Issuer on December, 15th 2018, as provided in section III.8.1. of this Folleto.

FLows FOR EACH BOND WITHOUT WITHHOLDING FOR THE BORROWER
(IMPORTES IN EURO)

CPR=10%

Date of Payment	Class A Securitisation Bonds			Class B Securitisation Bonds			Class C Securitisation Bonds			Class D Securitisation Bonds		
	Amortised notional	Interest (gross)	Total flow	Amortised notional	Interest (gross)	Total flow	Amortised notional	Interest (gross)	Total flow	Amortised notional	Interest (gross)	Total flow
22/09/2003												
15/12/2003	3,344.77	562.1	3,906.87	0	622.77	622.77	0	676.43	676.43	9,546.21	734.77	10,280.9
15/03/2004	3,250.12	588.57	3,838.69	0	674.66	674.66	0	732.8	732.8	9,900.48	720.01	10,620.4
15/06/2004	3,214.03	575.03	3,789.06	0	682.08	682.08	0	740.86	740.86	9,652.55	648.25	10,300.8
15/09/2004	3,123.73	555.25	3,678.97	0	682.08	682.08	0	740.86	740.86	9,327.70	570.57	9,898.2
15/12/2004	3,033.28	530.19	3,563.47	0	674.66	674.66	0	732.8	732.8	8,927.99	490.12	9,418.1
15/03/2005	2,945.33	506.1	3,451.42	0	667.25	667.25	0	724.75	724.75	8,543.96	414.45	8,958.4
15/06/2005	2,859.81	499.21	3,359.02	0	682.08	682.08	0	740.86	740.86	8,410.06	354.9	8,764.9
15/09/2005	2,776.66	481.6	3,258.27	0	682.08	682.08	0	740.86	740.86	8,121.74	287.22	8,408.9
15/12/2005	2,695.82	459.46	3,155.28	0	674.66	674.66	0	732.8	732.8	7,769.47	219.45	7,988.9
15/03/2006	2,617.22	438.18	3,055.39	0	667.25	667.25	0	724.75	724.75	7,431.18	155.87	7,587.0
15/06/2006	2,540.80	431.8	2,972.60	0	682.08	682.08	0	740.86	740.86	7,306.72	99.54	7,406.2
15/09/2006	2,466.50	416.16	2,882.66	0	682.08	682.08	0	740.86	740.86	5,061.95	40.74	5,102.6
15/12/2006	2,394.26	396.62	2,790.88	0	674.66	674.66	0	732.8	732.8	0	0	
15/03/2007	2,324.04	377.84	2,701.88	0	667.25	667.25	0	724.75	724.75	0	0	
15/06/2007	2,255.77	371.93	2,627.69	0	682.08	682.08	0	740.86	740.86	0	0	
15/09/2007	2,189.40	358.04	2,547.44	0	682.08	682.08	0	740.86	740.86	0	0	
15/12/2007	2,124.88	340.82	2,465.70	0	674.66	674.66	0	732.8	732.8	0	0	
15/03/2008	2,062.16	327.88	2,390.04	0	674.66	674.66	0	732.8	732.8	0	0	
15/06/2008	2,001.20	318.78	2,319.98	0	682.08	682.08	0	740.86	740.86	0	0	
15/09/2008	1,941.93	306.46	2,248.40	0	682.08	682.08	0	740.86	740.86	0	0	
15/12/2008	1,884.33	291.31	2,175.64	0	674.66	674.66	0	732.8	732.8	0	0	
15/03/2009	1,607.58	276.76	1,884.34	3,498.25	667.25	4,165.50	3,498.25	724.75	4,223.00	0	0	
15/06/2009	1,559.73	273.01	1,832.74	3,394.12	658.22	4,052.33	3,394.12	714.94	4,109.06	0	0	
15/09/2009	1,513.22	263.41	1,776.63	3,292.91	635.07	3,927.97	3,292.91	689.79	3,982.70	0	0	
15/12/2009	1,468.02	251.33	1,719.35	3,194.54	605.95	3,800.48	3,194.54	658.16	3,852.70	0	0	
15/03/2010	1,424.08	239.73	1,663.81	3,098.93	577.97	3,676.90	3,098.93	627.78	3,726.71	0	0	
15/06/2010	1,381.38	236.29	1,617.67	3,006.01	569.68	3,575.69	3,006.01	618.77	3,624.78	0	0	
15/09/2010	1,339.88	227.78	1,567.67	2,915.71	549.18	3,464.88	2,915.71	596.5	3,512.21	0	0	
15/12/2010	1,299.55	217.15	1,516.70	2,827.95	523.54	3,351.48	2,827.95	568.65	3,396.60	0	0	
15/03/2011	1,260.36	206.94	1,467.30	2,742.66	498.91	3,241.58	2,742.66	541.91	3,284.57	0	0	
15/06/2011	1,222.28	203.78	1,426.05	2,659.79	491.29	3,151.08	2,659.79	533.63	3,193.42	0	0	
15/09/2011	1,185.27	196.25	1,381.52	2,579.25	473.15	3,052.40	2,579.25	513.93	3,093.17	0	0	
15/12/2011	1,149.31	186.9	1,336.21	2,500.99	450.61	2,951.60	2,500.99	489.44	2,990.43	0	0	
15/03/2012	1,114.36	179.9	1,294.26	2,424.95	433.73	2,858.68	2,424.95	471.11	2,896.06	0	0	
15/06/2012	1,080.41	175.02	1,255.42	2,351.06	421.96	2,773.02	2,351.06	458.32	2,809.38	0	0	
15/09/2012	1,047.42	168.37	1,215.78	2,279.27	405.92	2,685.19	2,279.27	440.9	2,720.17	0	0	
15/12/2012	1,015.36	160.16	1,175.52	2,209.52	386.13	2,595.65	2,209.52	419.41	2,628.93	0	0	
15/03/2013	984.22	152.28	1,136.50	2,141.75	367.15	2,508.89	2,141.75	398.79	2,540.53	0	0	
15/06/2013	953.96	149.61	1,103.57	2,075.90	360.7	2,436.60	2,075.90	391.78	2,467.69	0	0	
15/09/2013	924.57	143.74	1,068.30	2,011.94	346.54	2,358.48	2,011.94	376.4	2,388.34	0	0	
15/12/2013	896.01	136.54	1,032.55	1,949.80	329.2	2,279.00	1,949.80	357.57	2,307.37	0	0	
15/03/2014	868.27	129.65	997.92	1,889.43	312.57	2,202.00	1,889.43	339.51	2,228.94	0	0	
15/06/2014	841.32	127.18	968.5	1,830.79	306.63	2,137.42	1,830.79	333.05	2,163.84	0	0	
15/09/2014	815.14	122	937.15	1,773.83	294.14	2,067.97	1,773.83	319.49	2,093.32	0	0	
15/12/2014	789.72	115.71	905.43	1,718.50	278.98	1,997.47	1,718.50	303.02	2,021.51	0	0	
15/03/2015	765.02	109.69	874.71	1,664.75	264.45	1,929.20	1,664.75	287.23	1,951.99	0	0	
15/06/2015	741.03	107.41	848.44	1,612.55	258.97	1,871.52	1,612.55	281.28	1,893.84	0	0	
15/09/2015	717.73	102.85	820.58	1,561.85	247.97	1,809.82	1,561.85	269.34	1,831.19	0	0	
15/12/2015	695.11	97.36	792.47	1,512.61	234.74	1,747.35	1,512.61	254.96	1,767.58	0	0	
15/03/2016	673.13	93.13	766.26	1,464.79	224.53	1,689.32	1,464.79	243.88	1,708.67	0	0	
15/06/2016	651.79	90.01	741.8	1,418.35	217.01	1,635.36	1,418.35	235.71	1,654.06	0	0	
15/09/2016	631.07	86	717.06	1,373.26	207.33	1,580.59	1,373.26	225.2	1,598.46	0	0	
15/12/2016	13,337.69	81.22	13,418.91	29,024.02	195.81	29,219.83	29,024.02	212.69	29,236.70	0	0	
	100,000	14,440.46	114,440.46	100,000.00	26,963.22	126,963.22	100,000.00	29,286.76	100,000.00	4,735.88	104,735.88	100,000.0

FLows FOR EACH BOND WITHOUT WITHHOLDING FOR THE BORROWER												
(AMOUNTS IN EURO)												
CPR=14%												
	Class A Securitisation Bonds			Class B Securitisation Bonds			Class C Securitisation Bonds			Class D Securitisation Bonds		
Date of Payment	Amortised notional	Interest (gross)	Total flow	Amortised notional	Interest (gross)	Total flow	Amortised notional	Interest (gross)	Total flow	Amortised notional	Interest (gross)	Total flow
22/09/2003												
15/12/2003	4,526.63	562.1	5,088.73	0	622.77	622.77	0	676.43	676.43	9,668.01	734.77	10,402.77
15/03/2004	4,345.58	581.38	4,926.95	0	674.66	674.66	0	732.8	732.8	9,903.30	719.04	10,622.34
15/06/2004	4,225.69	561.01	4,786.70	0	682.08	682.08	0	740.86	740.86	9,543.09	647.25	10,190.34
15/09/2004	4,056.53	535	4,591.53	0	682.08	682.08	0	740.86	740.86	9,115.39	570.45	9,685.84
15/12/2004	3,891.50	504.48	4,395.99	0	674.66	674.66	0	732.8	732.8	8,625.03	491.69	9,116.72
15/03/2005	3,732.99	475.5	4,208.49	0	667.25	667.25	0	724.75	724.75	8,159.62	418.39	8,578.00
15/06/2005	3,580.73	463.09	4,043.82	0	682.08	682.08	0	740.86	740.86	7,935.26	362.02	8,297.28
15/09/2005	3,434.50	441.04	3,875.54	0	682.08	682.08	0	740.86	740.86	7,573.46	298.16	7,871.62
15/12/2005	3,294.05	415.33	3,709.38	0	674.66	674.66	0	732.8	732.8	7,161.36	234.63	7,396.00
15/03/2006	3,159.16	390.93	3,550.09	0	667.25	667.25	0	724.75	724.75	6,770.44	175.68	6,946.12
15/06/2006	3,029.62	380.17	3,409.79	0	682.08	682.08	0	740.86	740.86	6,574.86	125.1	6,699.96
15/09/2006	2,905.21	361.52	3,266.73	0	682.08	682.08	0	740.86	740.86	6,268.87	72.19	6,341.06
15/12/2006	2,785.75	339.9	3,125.64	0	674.66	674.66	0	732.8	732.8	2,701.29	21.5	2,722.79
15/03/2007	2,671.03	319.39	2,990.41	0	667.25	667.25	0	724.75	724.75	0	0	0
15/06/2007	2,560.87	310.04	2,870.91	0	682.08	682.08	0	740.86	740.86	0	0	0
15/09/2007	2,455.10	294.27	2,749.37	0	682.08	682.08	0	740.86	740.86	0	0	0
15/12/2007	2,066.03	276.13	2,342.15	4,556.24	674.66	5,230.90	4,556.24	732.8	5,289.04	0	0	0
15/03/2008	1,980.43	263.54	2,243.98	4,367.47	643.92	5,011.40	4,367.47	699.41	5,066.89	0	0	0
15/06/2008	1,898.26	254.25	2,152.50	4,186.24	621.21	4,807.45	4,186.24	674.74	4,860.99	0	0	0
15/09/2008	1,819.36	242.56	2,061.92	4,012.25	592.66	4,604.91	4,012.25	643.73	4,655.98	0	0	0
15/12/2008	1,743.62	228.85	1,972.47	3,845.22	559.15	4,404.37	3,845.22	607.33	4,452.56	0	0	0
15/03/2009	1,670.91	215.83	1,886.74	3,684.88	527.34	4,212.23	3,684.88	572.79	4,257.67	0	0	0
15/06/2009	1,601.12	210.34	1,811.46	3,530.96	513.93	4,044.89	3,530.96	558.22	4,089.18	0	0	0
15/09/2009	1,534.12	200.48	1,734.61	3,383.22	489.85	3,873.07	3,383.22	532.06	3,915.28	0	0	0
15/12/2009	1,469.82	188.96	1,658.78	3,241.41	461.7	3,703.10	3,241.41	501.48	3,742.89	0	0	0
15/03/2010	1,408.10	178.03	1,586.13	3,105.30	434.99	3,540.29	3,105.30	472.48	3,577.78	0	0	0
15/06/2010	1,348.86	173.32	1,522.19	2,974.67	423.48	3,398.15	2,974.67	459.97	3,434.64	0	0	0
15/09/2010	1,292.02	165.02	1,457.03	2,849.30	403.19	3,252.49	2,849.30	437.94	3,287.23	0	0	0
15/12/2010	1,237.46	155.36	1,392.81	2,728.98	379.59	3,108.57	2,728.98	412.3	3,141.28	0	0	0
15/03/2011	1,185.10	146.2	1,331.30	2,613.52	357.2	2,970.73	2,613.52	387.99	3,001.51	0	0	0
15/06/2011	1,134.87	142.15	1,277.02	2,502.73	347.32	2,850.05	2,502.73	377.25	2,879.98	0	0	0
15/09/2011	1,086.66	135.16	1,221.82	2,396.43	330.25	2,726.67	2,396.43	358.7	2,755.13	0	0	0
15/12/2011	1,040.41	127.08	1,167.49	2,294.43	310.49	2,604.92	2,294.43	337.24	2,631.67	0	0	0
15/03/2012	996.04	120.74	1,116.78	2,196.57	295.01	2,491.58	2,196.57	320.43	2,517.00	0	0	0
15/06/2012	953.46	115.94	1,069.40	2,102.68	283.27	2,385.95	2,102.68	307.68	2,410.36	0	0	0
15/09/2012	912.62	110.07	1,022.69	2,012.61	268.93	2,281.54	2,012.61	292.1	2,304.71	0	0	0
15/12/2012	873.44	103.31	976.75	1,926.21	252.42	2,178.63	1,926.21	274.18	2,200.39	0	0	0
15/03/2013	835.86	96.92	932.77	1,843.33	236.8	2,080.13	1,843.33	257.2	2,100.53	0	0	0
15/06/2013	799.81	93.92	893.73	1,763.83	229.49	1,993.32	1,763.83	249.26	2,013.09	0	0	0
15/09/2013	765.24	89	854.24	1,687.58	217.46	1,905.04	1,687.58	236.2	1,923.78	0	0	0
15/12/2013	732.08	83.37	815.45	1,614.46	203.71	1,818.16	1,614.46	221.26	1,835.72	0	0	0
15/03/2014	12,959.38	78.05	13,037.43	28,579.47	190.7	28,770.17	28,579.47	207.13	28,786.60	0	0	0
	100,000.00	11,129.72	111,129.72	100,000.00	21,028.49	121,028.49	100,000.00	22,840.62	122,840.62	100,000.00	4,870.85	104,870.85

II.13. Actual interest payable by the borrower, taking into account the characteristics of the issue, specifying the method of calculation used and the anticipated expenses related to the real nature.

In the case that the annual nominal floating interest rates applicable to the Securitisation Bonds in Classes A, B, C and D, calculated on a quarterly basis, remain constant during the life of the loan at rates of 2.409% (Class A), 2.669% (Class B), 2.899% (Class C), and 3.149% (Class D) respectively, these rates would provide an annual Internal Rate of Return ("IRR") for the borrower of 2.4% (Class A), 2.73% (Class B), 2.97% (Class C), and 3.23% (Class D), respectively, regardless of whether the CPR is 10% or 14%, given the impact of the quarterly payments of interest, calculated as an internal rate of return without considering the tax impact and assuming in all cases

no document other than the informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

the figures and hypotheses given in the aforementioned section (the equivalent quarterly IRR are 0.61% for Class A, 0.68% for Class B, 0.73% for Class C, and 0.80% for Class D).

The calculation of the IRR has been carried out using the following formula:

$$\left[100,000 = \sum_{i=1}^N A_i (1+r)^{-\left(\frac{nd}{365}\right)} \right]$$

Where:

r = IRR expressed as an annual rate, as a ratio of one.

A_i = Total amounts of repayments and interest payable to investors.
(A_1, \dots, A_N)

nd = Number of days elapsed from the Closing Date of the issue up to, but excluding, March 15th, June 15th, September 15th and December 15th of each year

NOTE FOR THE INVESTOR.

The information provided in the above tables and examples is merely illustrative and the amounts given do not represent any specific obligation of the Issuer to pay third parties on the respective dates or periods to which they refer. The data have been prepared on hypotheses (delinquency and early repayment rates, etc...) that are subject to continued change. Consequently, any investor interested in knowing the forecast payment schedule of the Issuer on each specific date should apply for the relevant information to the institutions authorized to distribute it, the Gestora, Mercado AIAF and CNMV.

II.14. Actual interest payable by the Issuer at the time of issue of the securities taking into account all expenses of structuring and placement incurred, specifying the method of calculation.

The actual annual rate of interest (IRR) has been calculated using the IRR formula of section II.13 above, on the following hypotheses:

- (i) the floating nominal interest rate of the Securitisation Bonds will remain constant throughout the life of the loan at a rate of 2.409% for Class A, 2.669% for Class B, 2.899% for Class C, and 3.149% for Class D,
 - (i) the hypotheses mentioned in section II.12 will be assumed;
 - (ii) the forecast constitution and issue expenses will be deducted from the nominal value of the issue of the Securitisation Bonds.

In this way, the annual actual rates (IRR) would be 3.59% and the equivalent quarterly IRR would be 0.90 %.

no document other than the informative Prospectus (*Folleto informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

The anticipated expenses are the following:

a) Establishment Expenses of the Issuer (Expenses of documentation, publicity and fees)	Euro
● CNMV fees (0.014% on total of Securitisation Bonds (issue) and 0.003% on total of Securitisation Bonds (listing))	63,017
● Mercado AIAF fees (0.005% + VAT)	49,300
● IBERCLEAR fees	1,000
● Others (legal advisers, press, printers, notary, auditor and rating agencies)	651,499
Subtotal	764,816
b) Bond Issue Expenses	
● Placing and Underwriting Commissions	1,600,000
Subtotal	1,600,000
Total expenses	2,364,816

II.15. Existence or otherwise of any guarantees over the Mortgage Participations and the Mortgage Transfer Certificates which form the Issuer or over the securities issued, given by any of the institutions intervening in the securitisation described in this Folleto.

There are no guarantees granted by the CAIXA CATALUNYA as Originator over the Mortgage Participations and the Mortgage Transfer Certificates which form the Issuer or over the Securitisation Bonds issued against said Mortgage Participations and the Mortgage Transfer Certificates, with the exception of the representations and warranties made by CAIXA CATALUNYA in respect of the characteristics and terms of the First Drawdowns, of the Mortgage Loans and of the Mortgage Participations and the Mortgage Transfer Certificates as stated in section IV.1.(a) of the Folleto.

II.16. Transferability of the securities.

There are no restrictions on the free transferability of the Securitisation Bonds, which may be made subject to the applicable legal requirements and sections II.4.1 and II.17 of this Chapter.

II.17. Admission to listing of the securities being issued.

On the date of execution of the Deed of Constitution, the Gestora will immediately apply for the inclusion of this issue of Securitisation Bonds on Mercado AIAF, which is recognised as an official secondary market.

The Gestora expressly states that it is aware of the requirements and conditions regarding the admission to, the maintaining on and the exclusion of the securities from Mercado AIAF according to the current legislation and the requirements of the regulatory bodies and the Issuer, through the Gestora, agrees to comply with these requirements.

Should the Securitisation Bonds not be admitted to listing on Mercado AIAF within thirty (30) days after the Closing Date, the Gestora will immediately inform the CNMV and the Bondholders of this fact as well as the reasons therefore, in accordance with the provisions of section III.5.3. of this Folleto, without prejudice to the possible liability that the Gestora could incur.

II.18. Solicitation to Subscribe or Purchase Securitisation Bonds.

II.18.1. Group of potential investors to which the securities will be offered, indicating the reasons therefore.

The placement of the Securitisation Bonds is addressed to institutional investors, including, but not limited to, Pension Funds, Insurance Companies, Credit Institutions, Securities Broker and Dealer Houses, Investment Companies, Investment Funds and Entities authorised under articles 64 and 65 of the Law 24/1988 to manage third party securities portfolios. The potential investor also has available to it, complementing its own analysis on

no document other than the informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

the quality of the Securitisation Bonds which are being offered for subscription in this Folleto, the evaluations made by the Rating Agencies set out in section II.3 of the Folleto.

In the case of entities authorised to manage securities portfolios, such managing entities will make solicitations for subscription and acquisition on behalf of the investors who will previously have entered into the appropriate securities portfolio management contracts with those entities.

Once the issue has been fully placed and the Securitisation Bonds are admitted for trading on Mercado AIAF, the Securitisation Bonds may be freely acquired on that market in accordance with its trading rules.

II.18.2. Legal status of the Securitisation Bonds.

The Securitisation Bonds to be issued by the Issuer, once they have been admitted to trading on Mercado AIAF, have the following legal status for the purpose of subscription by certain investors,:

- (i) The Securitisation Bonds are suitable for purchase by insurance companies in compliance with their obligations of technical provisions, in accordance with the Regulation of the System and Supervision of Private Insurance passed by Royal Decree 2486/1998, of November 20th.
- (ii) The Securitisation Bonds are suitable for purchase by Sociedades de Garantía Recíproca (Mutual Guarantee Companies) in accordance with Law 1/1994 of March 11th regarding the legal regime of Sociedades de Garantía Recíproca and Royal Decree 2345/1996 of November 8th relating to rules for the administrative authorisation and solvency requirements of the Sociedades de Garantía Recíproca.
- (iii) The Securitisation Bonds are suitable for investment by Pension Funds in accordance with Royal Decree 1307/1998 of September 30th which passed the Regulation of Pension Plans and Funds.
- (iv) The Securitisation Bonds are suitable for the purposes of calculating the investment ratios of Collective Investment Institutions, in accordance with the Regulations implementing Law 46/1984 of December 26th regulating Collective Investment Institutions, passed by Royal Decree 1393/1990 of November 2nd, partly amended by Royal Decree 91/2001 of February 2nd.

II.18.3. Subscription or Acquisition Date or Period for the Securitisation Bonds.

The subscription period (the “**Subscription Period**”) will last for six (6) hours, between 11.00 and 17.00 hours (Madrid time) on the same Business Day on which the announcement of the establishment of the Issuer and of the issue of Securitisation Bonds is made, in the form set out in section III.5.3.b).1. of this Folleto. Said publication will be made on September 18, 2003.

II.18.4. Applications to subscribe for the Securitisation Bonds.

The applications for subscription will be made in any way permitted by law during the Subscription Period set out above at the offices specified for the Underwriters and Placers in section II.19.1 below.

The subscription for and holding of Securitisation Bonds in one class does not imply the subscription for and holding of Securitisation Bonds in the other Classes.

II.18.5. Form and Date of Payment.

The investors who have been allocated Securitisation Bonds must pay to the relevant Underwriter on September 22, 2003 (the “**Closing Date**”) before 12.00 hours (Madrid time), same day value, the corresponding issue price (100% of the nominal amount) for each Bond allocated.

II.18.6. Form and period of delivery of the Subscription Receipts or provisional receipts to subscribers, specifying their transferability and validity.

The Underwriters and Placers will deliver to the subscribers of the Securitisation Bonds, within six (6) days of the Closing Date, a document verifying their subscription for the Securitisation Bonds allocated and the amount which has been paid for such subscription. The verifying document will not be considered a negotiable security and its validity will be limited up to the date when the book entry is made in the corresponding accounting register.

II.19. Placement and allocation of the securities.

The placement of the Securitisation Bonds will be divided into two Tranches:

- (i) **Domestic Tranche:** one hundred ninety two million and one hundred thousand (192,100,000) Euro. comprising:
- 189,000,000 Euro equivalent to 1,890 Class A Securitisation Bonds, representing 24.00% of the aggregate nominal amount of Class A Securitisation Bonds.
 - 800,000 Euro, represented by 8 Class B Securitisation Bonds, representing 5.10 % of the aggregate nominal amount of Class B Securitisation Bonds.
 - 1.700.000 Euro, represented by 17 Class C Securitisation Bonds, representing 5.00 % of the aggregate nominal amount of Class C Securitisation Bonds.
 - 600,000 Euro, represented by 6 Class D Securitisation Bonds, representing 4.72 % of the aggregate nominal amount of Class D Securitisation Bonds.
- (ii) **International Tranche:** six hundred fifty seven million and nine hundred thousand 657,900,000 Euro will be placed comprising:
- 598,600,000 Euro equivalent to 5,986 Class A Securitisation Bonds, representing 76.00 % of the aggregate nominal amount of Class A Securitisation Bonds.
 - 14,900,000 Euro, represented by 149 Class B Securitisation Bonds, representing 94.90% of the aggregate nominal amount of Class B Securitisation Bonds.
 - 32,300,000 Euro, represented by 323 Class C Securitisation Bonds, representing 95.00 % of the aggregate nominal amount of Class C Securitisation Bonds.
 - 12,100,000 Euro, represented by 121 Class D Securitisation Bonds, representing 95.28 % of the aggregate nominal amount of Class D Securitisation Bonds.

no document other than the informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

The Underwriters and Placers will freely accept or reject the subscription applications received, ensuring in any event that there is no discriminatory treatment amongst applications having similar characteristics. However, the Underwriters and Placers may give priority to those clients to whom they consider it most appropriate to do so.

The Underwriters and Placers are committed to subscribe for on their own behalf, at the end of the Subscription Period, the amount of Securitisation Bonds necessary to complete the figure representing their respective underwriting commitments in accordance with the following section.

The initial volume of the Securitisation Bonds assigned to each Tranche of the issue may be redistributed between the Tranches by the Lead Managers at any time before the end of the Subscription Period, should the Lead Managers consider that there is insufficient demand for the Securitisation Bonds in either of the Tranches. However, in no case will a redistribution cause the underwriting commitments of each Underwriter to change.

CAIXA CATALUÑA has no intention to underwrite any of the Securitisation Bonds, apart from its underwriting commitment according to the provisions set out in section II.19.1. below.

II.19.1. Entities which are involved in the placement or the selling mentioning their different commitments, with a precise description of each. Total amount of commissions agreed between the different placing agents and the Gestora.

The following Underwriters and Placers will carry out the placement in the following amounts:

Underwriters and Placers	Class A Securitisation Bonds	Class B Securitisation Bonds	Class C Securitisation Bonds	Class D Securitisation Bonds
Domestic Tranche				
Caixa Catalunya	39,300,000	800,000	1,700,000	600,000
Credit Agricole Indosuez	47,300,000			
Deutsche Bank AG	102,400,000			
International Tranche				
Caixa Catalunya				
Credit Agricole Indosuez	189,000,000	4,700,000	10,200,000	3,800,000
Deutsche Bank AG	409,600,000	10,200,000	22,100,000	8,300,000
Total	787,600,000	15,700,000	34,000,000	12,700,000

The Underwriters and Placers of the Securitisation Bonds will receive an underwriting and placement commission for a total amount of 1,600,000 Euros (so that each Underwriter and Placer of the Securitisation Bonds will receive approximately a 0.19% of the nominal amount underwritten by it under the Underwriting and Placement Agreement described in paragraph V.4.1. of the Folleto).

The payment of the commission will be made by the Issuer.

II.19.2. Lead Managers of the issue.

CREDIT AGRICOLE INDOSUEZ y DEUTSCHE BANK AG (branch office in London) have been designated by the Gestora as managers of the International Tranche and of the Domestic Tranche (the "**Managers**") for the placement of the Securitisation Bonds and reproduced below are the representations signed by the persons with the necessary authority which are also contained in Annex V.

“Mr. Santiago Ruiz-Morales Fadrique and Mr. Pablo Lladó Figuerola-Ferreti, for and on behalf of CREDIT AGRICOLE INDOSUEZ, with registered office in Madrid, Paseo de la Castellana 1, duly authorised for this purpose and in relation to the establishment of HIPOCAT 6, FONDO DE TITULIZACIÓN DE ACTIVOS for the amount of 850,000,000 Euro, in compliance with Article 20 of Royal Decree 291/1992 of March 27th, relating to issues and public offerings of securities, modified by Royal Decree 2590/1998 of December 7th

REPRESENTS

- I. That the necessary checks have been carried out regarding the quality and the adequacy of the information contained in the Folleto.*
- II. That there are no circumstances, in accordance with these checks, which contradict or modify such information neither is any relevant fact omitted or misleading.*
- III. That this statement does not include and does not refer to information subject of the auditors report which is included in this Folleto.*

And so that it is made known, to whom it may concern, I issue this statement in Madrid on September 16th, 2003 .

CREDIT AGRICOLE INDOSUEZ

P.p.

Mr. Santiago Ruiz-Morales Fadrique

Mr. Pablo Lladó Figuerola-Ferreti

Mr. Mariano Aldama Sala and Mr. Alejandro González Ruiz, for and on behalf of DEUTSCHE BANK, AG (Branch office in London) with address for notification purposes in Madrid, Paseo de la Castellana 18, duly authorised for this purpose and in relation to the establishment of HIPOCAT 6, FONDO DE TITULIZACIÓN DE ACTIVOS for the amount of 850,000,000 Euro, in compliance with Article 20 of Royal Decree 291/1992 of March 27th, relating to issues and public offerings of securities, modified by Royal Decree 2590/1998 of December 7th

REPRESENTS

- I. That the necessary checks have been carried out regarding the quality and the adequacy of the information contained in the Folleto.*
- II. That there are no circumstances, in accordance with these checks, which contradict or modify such information neither is any relevant fact omitted or misleading.*
- III. That this statement does not include and does not refer to information subject of the auditors report which is included in this Folleto.*

And so that it is made known, to whom it may concern, I issue this statement in Madrid on September 16th, 2003.

DEUTSCHE BANK AG (Branch office in London) DEUTSCHE BANK AG (Branch office in London)

P.p.

Mr. Mariano Aldama Sala

Mr. Alejandro González Ruiz”

CAIXA CATALUNYA has been designated by the Gestora as co-lead manager of the Domestic Tranche (the “Co-Lead Manager”) for the placement of the Securitisation Bonds

and reproduced below is a representation signed by the person with the necessary authority which is also contained in Annex V:

"Mr. José María Alentorn Torras, for and on behalf of CAIXA D'ESTALVIS DE CATALUNYA., with registered office in Barcelona, Plaza de Antoni Maura, no 6, duly authorised for this purpose and in relation to the establishment of HIPOCAT 6 FONDO DE TITULIZACIÓN DE ACTIVOS, for the amount of 850,000,000 Euro, in compliance with Article 20 of Royal Decree 291/1992 of March 27th, relating to issues and public offerings of securities, modified by Royal Decree 2590/1998 of December 7th,

REPRESENTS

- I. *That the necessary checks have been carried out regarding the quality and the adequacy of the information contained in the Folleto.*
- II. *That there are no circumstances, in accordance with these checks, which contradict or modify such information neither is any relevant fact omitted or misleading.*
- III. *That this statement does not include and does not refer to the information subject of the Auditors Report which is included in this Folleto.*

And so that it is made known, to whom it may concern, I issue this statement in Barcelona on September 16th, 2003.

CAIXA D'ESTALVIS DE CATALUNYA

pp Mr. José María Alentorn Torras"

II.19.3. Entities which are underwriting the issue, describing the characteristics of the relationship or the Underwriting Agreement, guarantees requested from the issuer or offeror, types of risk assumed, type of consideration demanded from the underwriter in case of non-performance, and other relevant facts.

On the date of the establishment of the Issuer, the Gestora will, for and on behalf of the Issuer, enter into an Underwriting and Placement Agreement for the issue of the Securitisation Bonds with *CREDIT AGRICOLE INDOSUEZ, DEUTSCHE BANK AG* (Branch office in London) and CAIXA CATALUNYA (hereinafter, the "**Underwriters and Placers**") by virtue of which the Underwriters and Placers will freely allocate the Securitisation Bonds for the price determined for each of them in said Agreement and undertake to subscribe for, on their own behalf, the number of Securitisation Bonds which remain outstanding in accordance with their respective underwriting commitments once the Subscription Period has closed.

The Underwriters and Placers will assume the obligations contained in the Underwriting and Placement Agreement, and which basically are the following: (1) commitment to subscribe for the Securitisation Bonds which remain outstanding once the Subscription Period has closed, up to the amounts agreed upon; (2) payment to the Paying Agent before 13:00 hours (Madrid time) on the Closing Date, same day value, the amount placed and as may be the case subscribed for its own account by each of them, after deduction of their commission; the Paying Agent will proceed to pay the Issuer, before 14:00 hours (Madrid time) on the same day, same day value, the total amount of the subscription for the issue, after deduction of the total financial advice commission and placement and underwriting commission; (3) commitment to pay the default interest as agreed in the Agreements in the case there is a delay in the payment of the due amounts; and (4) delivery to the subscribers of subscription receipts.

II.19.4. Prorata allocation, its mechanics, date, publication and, if relevant, the return to the investors of any amounts in excess of the price of the securities allocated, and interest thereon

Not applicable.

II.20 Expected period and form of delivery to Subscribers of the certificates or other documents evidencing the subscription to the securities

The Securitisation Bonds, as securities represented by book entry, will be constituted as such by virtue of their registration in the corresponding book entry register in accordance with the provisions of Royal Decree 116/1992, following the usual procedures and terms of the entity responsible for the clearing and liquidation of the Securitisation Bonds, Iberclear or any other entity that may replace it.

II.21 Law under which the securities are issued and competent Courts

The establishment of the Issuer and the issue of the Securitisation Bonds (in relation to their terms and conditions) are subject to Spanish law and specifically to the provisions of Law 19/1992, Law 24/1988 and Law 44/2002, of 22 December, Amending the Spanish Financial System (from now on the "**Law 44/2002**") of in accordance with the provisions of Royal Decree 291/1992 of March 27th on issues and public offerings of securities, as amended by Royal Decree 2590/1998 of December 7th on changes in the legal regime of the securities markets and in the Order of July 12th 1993 on informative folletos and others implementing Royal Decree 219/1992 of March 27th, Circular 2/1994 of March 16th of the CNMV and Circular 2/1999 of March 22nd of the CNMV, pursuant to which certain forms of issue informative folletos were approved.

Any questions, disputes, discrepancies and claims which may arise from the establishment, administration and representation of the Issuer that may arise during its operative or its liquidation and from the issue of the Securitisation Bonds by the Issuer in accordance with the terms of the Deed of Constitution (in relation to the terms and conditions), will be made known to and resolved by the Courts and Tribunals of the Kingdom of Spain, the parties having waived any other forum that could otherwise be competent.

Neither the Issuer nor the Bondholders will have claims against the Issuer of the Mortgage Participations and the Mortgage Transfer Certificates or against the Gestora, respectively, other than those derived from any of the non-fulfilment of their respective functions and, therefore, never as a consequence of default or early repayment.

II.22 Taxation on the interest from the securities being offered, distinguishing between resident and non-resident subscribers

A brief extract of the applicable fiscal regime for investments derived from this offer is provided, to which effect only the present state legislation and the general aspects which could affect the investors are taken into account; the investors must consider their possible special tax circumstances and the rules of territoriality together with the legislation existing at the moment of accrual and recognition of the relevant revenues.

It should particularly be noted that the present time, the "Law for partial reform of Personal Income Tax and amendment of the Laws on Corporation Tax and on the Tax on the Income of non-Residents" is placed before Parliament; when this Law comes into force, (forecast for January 1st, 2003), it could modify some of the aspects of the tax regime described below.

Since it is proposed that this offer will be represented by book entry and that admission to trading on a Spanish official secondary securities market will be applied for, these being relevant circumstances when determining taxation, it has been assumed that these conditions will be fulfilled. It has also been considered that the Securitisation Bonds at the time of their issue will be considered financial assets with explicit income, where this classification has relevance for tax purposes.

Withholdings, rates and taxes established now or henceforth on the capital, interest or returns of the Securitisation Bonds will be for the account of the Bondholders and their amount will be deducted by the Gestora.

II.22.1 Individuals or legal entities resident in Spain

(a) Personal Income Tax

Income received by holders of Securitisation Bonds acquired, as may be the case, on the secondary market, who are subject to Personal Income Tax, both in terms of interest earned and capital gains arising from the transfer, redemption or repayment of the Securitisation Bonds, will be deemed income earned from the assignment to third parties of own funds in accordance with Article 23.2 of Law 40/1998 of

December 9th regarding Personal Income Tax and other Taxation Rules (*Ley del Impuesto sobre la Renta de las Personas Físicas y otras Normas Tributarias*).

This income will be subject to withholding on account of Personal Income Tax in accordance with the terms of Royal Decree 214/1999 of February 5th which passed the Personal Income Tax Regulations regarding withholdings and payments on account, of which it is worth noting:

- Capital income arising from the assignment of own funds to third parties is subject, in general, to withholding at the rate of 18%.
- However, there is no obligation to withhold on income derived from the transfer or repayment of financial assets bearing a determinable rate of return and which fulfil the following requirements (as is envisaged in this issue):
 - a) which are represented by book entry;
 - b) which are traded on an official Spanish secondary securities market.
- The part of the price equal to the accrued interest in transfers of financial assets made within thirty (3) days immediately before maturity of the coupon will be subject to withholding where the following requirements are met:
 1. The purchaser is a person or entity that is not resident on Spanish territory or that is an obligor for Corporate Income Tax.
 2. The explicit income obtained from the securities transferred is excepted from the obligation to withhold in connection with the purchaser.

(b) Corporation Tax

Income on the Securitisation Bonds earned by entities which pay Corporation Tax will be added to the tax base for the Corporation Tax in the form set out in Title IV of Law 43/1995 of 27 December regarding Corporation Tax (*Ley del Impuesto sobre Sociedades*).

Such income will be subject to withholding on account of Corporation Tax in accordance with the provisions of Chapter II of Title IV of Royal Decree 537/1997 of April 24th which passed the Corporation Tax Regulations. However, Royal Decree 537/1997 establishes that this income will be exempt from withholding provided that the following requirements are fulfilled (as is envisaged in this issue) and in accordance with the procedure established by the Ministry of Economy and Finance, regulated at the date of verification of this Folleto in the Ministerial Order dated December 22nd, 1999 (Official State Gazette of December 20th, 1999):

- 1) That the Securitisation Bonds are represented by book entry.
- 2) That the Securitisation Bonds are traded on an official Spanish secondary securities market.

II.22 Taxation on the interest from the securities being offered, making a distinction between resident and non-resident subscribers

A brief extract of the applicable fiscal regime applicable to investments derived from this offer is provided, to which effect only the present state legislation and the general aspects which could affect the investors are taken into account; the investors must consider their possible special tax circumstances and the rules of territoriality together with the legislation existing at the moment of accrual and recognition of the relevant income.

Since it is planned that this offer will be represented by book entry and that admission to trading on a Spanish official secondary securities market will be applied for, these being relevant circumstances when determining taxation, it has been assumed that these conditions will be fulfilled. It has also been considered that the Securitisation Bonds at the time of their issue will be considered as financial assets with explicit income, where this classification has relevance for tax purposes.

Withholdings, rates and taxes established now or henceforth on the capital, interest or returns of the Securitisation Bonds will be for the account of the Bondholders and their amount will be deducted by the Gestora.

II.22.1 Individuals or legal entities resident in Spain

(a) Individual Income Tax

Income received by holders of Securitisation Bonds acquired, as may be the case, on the secondary securities market, who are subject to Individual Income Tax, both in terms of interest earned and capital gains arising from the transfer, redemption or reimbursement of the Securitisation Bonds, will be deemed investment income (*rendimientos del capital mobiliario*) derived from the assignment to third parties of own funds in accordance with Article 23.2 of Act 40/1998 of December 9th regarding Individual Income Tax and other Taxation Rules (*Ley del Impuesto sobre la Renta de las Personas Físicas y otras Normas Tributarias*).

As regards income derived from the accrual of the coupons of the Securitisation Bonds, the gross income will be determined by the amount of the interest received including the withholding made on account of Individual Income Tax, as may be the case.

In the event of transfer, redemption or reimbursement of the Securitisation Bonds, the difference between the transfer, redemption or reimbursement value (reduced by the ancillary transfer expenses) and the acquisition or subscription value (increased by the ancillary acquisition expenses) will be deemed as investment income. The ancillary transfer and acquisition expenses shall be properly justified.

Losses derived from the Securitisation Bonds, when the taxpayer has acquired any other homogeneous bonds within two months before or after such transfer will be integrated to the extent that the Securitisation Bonds remaining as assets of the taxpayer are transferred.

The net investment income will be determined by deducting the administration and deposit expenses of the Securitisation Bonds from the gross income. The income derived from the transfer, redemption or reimbursement of the Securitisation Bonds remaining as assets of the investor for a period exceeding two years will be reduced in a 40%.

This income will be subject to withholding on account of Individual Income Tax in accordance with the terms of Royal Decree 214/1999 of February 5th which passed the Individual Income Tax Regulations regarding withholdings and payments on account, of which it is worth noting:

- Investment income arising from the assignment of own funds to third parties is subject, in general, to withholding at the rate of 15%.
- However, there is no obligation to withhold on income derived from the transfer or reimbursement of financial assets bearing a determinable rate of return and which fulfil the following requirements (as is envisaged in this issue):
 - a) which are represented by book entry;
 - b) which are traded on an official Spanish secondary securities market.

The financial entities involved in the transfer, redemption or reimbursement of such financial assets will be obliged to calculate the return allocable to the Bondholder and to report on the same both to the Bondholder and to the Tax Authorities, which shall also be provided with information regarding the individuals or legal entities involved in the transactions mentioned above.

- The part of the price equal to the accrued interest in transfers of financial assets made within thirty (30) days immediately before maturity of the coupon will be subject to withholding where the following requirements are met:

1. The purchaser is a person or entity that is not resident in the Spanish territory or that is a Corporate Income Tax taxpayer.
2. The explicit income obtained from the securities transferred is excepted from the obligation to withhold in connection with the purchaser.

(b) Corporation Income Tax

Income on the Securitisation Bonds derived by entities which pay Corporation Income Tax will be added to the taxable income for Corporation Income Tax purposes in the form set out in Title IV of Act 43/1995 of 27 December regarding Corporation Income Tax (*Ley del Impuesto sobre Sociedades*).

Such income will be subject to withholding on account of Corporation Income Tax in accordance with the provisions of Chapter II of Title IV of Royal Decree 537/1997 of April 14th which passed the Corporation Income Tax Regulations. However, Royal Decree 537/1997 establishes that this income will be exempt from withholding provided that the following requirements are fulfilled (as is envisaged in this issue) and in accordance with the procedure established by the Ministry of Economy and Finance, regulated at the date of verification of this Folleto in the Ministerial Order dated December 22nd, 1999 (Official State Gazette of December 20th, 1999):

- 1) That the Securitisation Bonds are represented by book entry.
- 2) That the Securitisation Bonds are traded on an official Spanish secondary securities market.

The financial entities involved in the transfer, redemption or reimbursement of such financial assets will be obliged to calculate the return allocable to the Bondholder and to report on the same both to the Bondholder and to the Tax Authorities, which shall also be provided with the information regarding the individuals or legal entities involved in the transactions mentioned above.

II.22.2 Individuals or legal entities not resident in Spain

Income derived by Bondholders subject to Non-Resident Income Tax, either as interest or as a result from a transfer, redemption or reimbursement of the Securitisation Bonds, will be considered as income obtained in Spain, with or without a permanent establishment, in accordance with Article 11 of Act 41/1998 of December 9th regarding Non-Resident Income Tax and Tax Rules (*Ley del Impuesto sobre la Renta de No Residentes y Normas Tributarias*).

(a) Income derived through permanent establishment

Income on the Securitisation Bonds derived through a permanent establishment in Spain will be assessed for tax in accordance with the rules of Chapter III of Act 41/1998, without prejudice to the provisions in double taxation treaties entered into by Spain, which may determine there is no taxation on the income or that the taxation rate is reduced. This income will be exempt from withholding on account of Non-Resident Income Tax in the cases set out above for the Spanish Corporation Income Tax payers.

(b) Income derived without the use of a permanent establishment

Income from the Securitisation Bonds derived by individuals or entities not resident in Spain who do not carry on business, for tax purposes, through a permanent establishment will be assessed for tax in accordance with the provisions of Chapter IV of Act 41/1998 and other regulations thereunder in which the following points are worth noting, notwithstanding the provisions in the double taxation treaties entered into by Spain which may determine there is no taxation on the income or that the taxation rate is reduced:

- The taxable income will be the gross amount of the income received, calculated in accordance with the provisions of Act 40/1998, without applying any of the deductions contained in the Act. In the case of a transfer, redemption or reimbursement the ancillary expenses of acquisition and sale will be taken into account for calculating the income, if they are sufficiently evidenced. Each total

income accrual or partial income accrual will be assessed for tax separately and compensation between the assessments will not be possible.

- Tax will be calculated applying a general rate of tax of 15% to the taxable base.
- This income will be subject to withholding on the account of Non-Resident Income Tax except where the payment of tax or an exemption is evidenced. The withheld amount will be equal to the tax payable in accordance with the abovementioned criteria.

The income derived on the Securitisation Bonds by individuals or entities not resident in Spain who do not carry on business, for tax purposes, through a permanent establishment will be exempt when the recipient is resident in another Member State of the European Union. This exemption will not be available when the income is obtained through countries or territories defined in the regulations as tax havens.

Likewise, income deriving from the transfer of the Securitisation Bonds on official Spanish secondary securities markets will be exempt, if derived by non-resident individuals or entities without permanent establishment in Spanish territory who are resident in a State which is party to a double taxation treaty with Spain with an exchange of information clause. The exclusion of withholding on such income will be subject to the procedure laid down by the Spanish Ministry of Economy and Finance, at present contained in the Order of the Ministry of Economy and Finance dated April 13th, 2000.

Nevertheless, the income derived by investors not resident in Spain who do not carry on business, for tax purposes, through a permanent establishment and derived from the transfer of the Securitisation Bonds will be subject to withholding when the transfer of such Securitisation Bonds takes place within 30 days immediately previous to the maturity of the coupon in favour of a non-resident individual or entity or in favour of a taxpayer of the Corporate Income Tax and there is no obligation to withhold on the coupon paid to the mentioned acquirers.

In any event the gross payments made by the Paying Agent on the coupons will be subject to the legislation from time to time in force. Specifically, at the date of verification of this Folleto, a special rule is in force which was passed in accordance with the Order of the Ministry of Economy and Finance of April 13th 2000, and which sets out the procedures to operate withholdings on non-residents income at the applicable rate at the time or otherwise to exclude the withholding when financial entities domiciled or represented in Spain, acting as depositories or managing the payment of interest on the securities, are involved in the payment process.

In accordance with this rule, at the time of paying the interest, the payer will operate a withholding tax on account of Individual and Corporation Income Tax at the general rate (currently 15%) and will transfer the net amount to the depository entities. The depository entities that are entitled, in the manner described above, to apply reduced withholding rates to their clients or to exclude withholding tax will receive, for the payment to the same, the surplus amount of tax withheld.

c) Indirect Taxation on the transfer of Securitisation Bonds

The transfer of securities will be exempt from Transfer Tax, Stamp Duty and Value Added Tax.

d) Wealth Tax

The Bondholders at December 31st of each year who are individuals resident in Spain subject to taxation must include the Securitisation Bonds, at their nominal value, in their Wealth Tax return, which will be levied in accordance with the general rules. In the case that the relevant securities are listed on an organised securities market, as is the case in this instance, the Wealth Tax will be calculated using the average listed value of the securities for the final quarter of each year.

Non-resident individuals who are subject to tax on their assets in Spain will similarly be charged Wealth Tax subject to the terms of the applicable double taxation treaty. In any event residents of other countries in the European Union will be exempt from

Wealth Tax where the interest payments under the Securitisation Bonds are exempt under the Non-Resident Income Tax, in the terms expressed above.

e) Inheritance Tax

The transfer of Securitisation Bonds to individuals by reason of inheritance or gift is subject to the general rules of the Inheritance and Gift Tax. If the beneficiary is a company, the income obtained is subject to tax in accordance with the Corporation Income Tax or Non-Resident Income Tax rules, as the case may be.

II.23 Use of net proceeds of the issue

The net proceeds of the issue of the Securitisation Bonds will be used in their entirety for purchasing the Mortgage Participations and the Mortgage Transfer Certificates issued by CAIXA CATALUNYA which form the assets of the Issuer.

II.24 Entities which, if applicable, are obliged to intervene in secondary trading for stabilisation purposes, indicating the nature and form of intervention

No entity has undertaken to guarantee the liquidity of the Securitisation Bonds in secondary trading.

II.25 Individuals or legal entities which have participated in a relevant manner in structuring and assisting on the establishment of the Issuer, as referred to in any of the significant information contained in the Folleto, including if necessary the underwriting:

II.25.1 List of individuals and legal entities

- a) GESTIÓN DE ACTIVOS TITULIZADOS SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN HIPOTECARIA S.A. as Gestora of the Issuer.
- b) CAIXA CATALUNYA as the Issuer of the Mortgage Participations and the Mortgage Transfer Certificates deriving from the Mortgage Loans and as the Co-Lead Manager of the Domestic Tranche and Underwriter of the placement of the Domestic Tranche.
- c) *CREDIT AGRICOLE INDOSUEZ* as Manager of the Domestic and of the International Tranche and Underwriter of the placement.
- d) *DEUTSCHE BANK* as adviser in relation to the financial structuring of the Issuer as well as Manager of the Domestic and of the International Tranche and Underwriter of the placement.
- e) FRESHFIELDS BRUCKHAUS DERINGER as legal advisers in relation to the structure of the transaction and legal advisers to the Managers and Underwriters on aspects of Spanish Law.
- e) DELOITTE ESPAÑA, S.L., as auditors of the Mortgage Loans.

II.25.2 Representation of the person responsible for the Folleto on behalf of the Gestora, including the existence of any link (e.g., political, employment or family rights) or of any economic interests of such experts, advisers, and any other intervening entity including the Gestora and the original owners of the assets acquired by the Issuer

“Mr. Lluís Gasull Moros, for and on behalf of GESTIÓN DE ACTIVOS TITULIZADOS, Sociedad Gestora de Fondos de Titulización Hipotecaria S.A. with registered office in Fontanella 5 – 7, 08010 Barcelona and in relation to the constitution of HIPOCAT 6 FONDO DE TITULIZACIÓN DE ACTIVOS for the amount of 850,000,000 Euro, in accordance with the provisions of Section II.25.2 of Circular 2/1994, of March 16th of the Comisión Nacional del Mercado de Valores which sets out regulations under Royal Decree 291/1992 of March 27th,

DECLARES

That 100% of the share capital of the Gestora belongs to GRUPO CAIXA CATALUNYA .

no document other than the informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

There is no other link or economic interest of the experts who have participated in the structuring of or advised on the establishment of the Issuer, including the underwriting, described in Section II.25.1 of the Folleto Informativo or with the Gestora or with the Issuer of the Mortgage Participations and the Mortgage Transfer Certificates."

II.25.3. Representation of the Originator of the Mortgage Participations and the Mortgage Transfer Certificates

"Mr. José María Alentorn Torras, for and on behalf of CAIXA D'ESTALVIS DE CATALUNYA, with registered office in Plaza de Antoni Maura, 6, Barcelona, relating to the establishment of HIPOCAT 6, FONDO DE TITULIZACIÓN DE ACTIVOS, for the amount of 850,000,000 Euro,

DECLARES

- (i) That the necessary checks have been carried out to verify the truth, entirety, quality and adequacy of the information contained in the Folleto referring to CAIXA CATALUNYA and to the Mortgage Participations and the Mortgage Transfer Certificates to be issued by CAIXA CATALUNYA and to be subscribed for by the Issuer.*
- (ii) He also declares that no circumstances have come to light during these checks that contradict or alter the information contained the Folleto and that the Folleto does not omit any significant facts or data that could be relevant for the investor."*

The letter from CAIXA CATALUNYA as Originator of the Mortgage Participations and the Mortgage Transfer Certificates containing these declarations is appended hereto as **Annex 6**.

CHAPTER III GENERAL INFORMATION RELATING TO THE ASSET SECURITISATION FUND

III.1 Legal background and purpose of the Issuer.

The establishment of the Issuer and the issue of the Securitisation Bonds are made pursuant to, and under the provisions contained in Royal Decree 926/1998 and will be subject to the legal requirements set out in (i) the Deed of Constitution (ii) Royal Decree 926/1998 and all regulations issued thereunder, (iii) Law 19/1992, of 7 July, on all matters that are not provided for in Royal Decree 926/1998, to the extent it is applicable, (iv) Law 24/1988, for all matters to which it is applicable, (v) Law 44/2002, and (vi) other applicable legal and statutory regulations in force.

The Issuer, closed as regards both its assets and its liabilities, will be formed to serve as a vehicle for the subscription and grouping of Mortgage Participations and the Mortgage Transfer Certificates issued by CAIXA CATALUNYA, and for the issuance of Class A, Class B, Class C and Class D Securitisation Bonds against them.

III.2 Full name of the Issuer, and, if necessary, the expected abbreviated or commercial name for the identification of the Issuer or its securities in the Secondary markets.

The name of the Issuer is HIPOCAT 6, FONDO DE TITULIZACIÓN DE ACTIVOS, and for its identification the following names may be also used:

- o HIPOCAT 6 FTA
- o HIPOCAT 6 F.T.A.

III.3 Management and representation of the Issuer and of the holders of the securities issued by the Issuer.

III.3.1 Description of the functions and responsibilities assumed by the Gestora in the management and legal representation of the Issuer and of the holders of the securities.

The management and the legal representation of the Issuer is undertaken by the Gestora, pursuant to Royal Decree 926/1998 and applicable legislation, without prejudice to the rules laid down in the Deed of Constitution. The organization of the Gestora was authorized by the Ministry of Economy and Finance on February 13th 1998 and it is entered on the special register of the CNMV under number 9. The information on the Gestora is set out in chapter VI of this Folleto.

It is also the responsibility of the Gestora, as a portfolio manager, to represent and defend the interests of the Bondholders. Consequently, the Gestora will at all times protect the interests of Bondholders and abide by the rules put in place to protect those interests. The Bondholders will have no cause of action against the Gestora of the Issuer, except for a breach of either the imposed legal obligations or the Deed of Constitution.

III.3.1.1. Responsibilities of the Gestora

The responsibilities of the Gestora in its administrative and legal representative role of the Issuer are as follows (the following are illustrative and without prejudice to other responsibilities contained in the Folleto):

- (i) to exercise the rights relating to the ownership of the Mortgage Participations and the Mortgage Transfer Certificates subscribed for by the Issuer and, in general, to carry out such acts of management and sale which are necessary in the carrying out of the management and the legal representation of the Issuer;
- (ii) to ensure that the revenues received by the Issuer correspond to the amounts which the Issuer expects to receive in accordance with the conditions of each Mortgage Participation or Mortgage Transfer Certificate and any other contracts, asserting the causes of action in court and out of court that, as may be the case, are necessary or desirable for the protection of the rights of the Issuer and of the Bondholders;

no document other than the informative Prospectus (*Folleto informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

- (iii) to verify and control the information which is received from the Administrator (as defined in section IV.2.1 of the Folleto) relating to the First Drawdowns both with regard to the payments of the ordinary instalments, and with regard to early repayments of principal, payments received in relation to overdue instalments and the status and control of overdue amounts;
- (iv) to calculate the Available Funds and the flows of funds which will be made once they are applied in accordance with the corresponding priority of payments, ordering the transfer of amounts between asset and liability accounts and the relating payment instructions, including those relating to the servicing of the Securitisation Bonds;
- (v) to calculate and settle all sums which are to be either received or paid by way of interest and commission through the various asset and liability accounts, and all commissions to be paid for the various financial services agreed and the amount which corresponds to each Class of Securitisation Bonds by way of repayment of principal and payment of interest;
- (vi) to carry out the calculations set out in the Folleto and in the relevant contracts relating to the establishment of the Issuer as described in sections V.3 and V.4 of the Folleto;
- (vii) to monitor the acts of the Administrator for the recovery of outstanding amounts giving instructions to initiate enforcement proceedings and, where applicable, the procedures for the auction of property. To commence appropriate proceedings where the circumstances so require;
- (viii) to keep the accounting records of the Issuer separately from those of the Gestora, to render accounts and to perform the duties under tax laws or other legal duties imposed on the Issuer;
- (ix) to make available to the Bondholders and the CNMV all information and notices required under the relevant legislation and particularly those set out in the Folleto;
- (x) in order to allow the start of operations of the Issuer within the periods determined in the Deed of Constitution, in the Folleto and in the relevant regulations, to extend or amend all contracts entered into on behalf of the Issuer, to substitute any entity providing services to the Issuer and, if necessary, to enter into additional contracts, all subject to the relevant legislation, the prior authorisation, where necessary, of the CNMV or any other competent administrative body and the relevant notification to the Rating Agencies, where such actions are not prejudicial to the interests of the Bondholders;
- (xi) to appoint and substitute, where necessary, the auditor of the annual accounts of the Issuer, with the prior approval, if necessary, of the CNMV;
- (xii) to prepare and submit to the CNMV and all other competent bodies, all the documents and information which must be submitted according to the relevant legislation, the Deed of Constitution and the Folleto, or which are requested from it and to prepare and make available to the Rating Agencies the information which they reasonably request; and
- (xiii) to make the necessary decisions in relation to the liquidation of the Issuer, including the early redemption of the Securitisation Bonds and the liquidation of the Issuer, in accordance with the Deed of Constitution and with the Folleto.

III.3.1.2. Substitution of the Gestora

The Gestora will be substituted in its administrative and legal representative role of the Issuer in accordance with applicable legislation. In any event, the substitution of the Gestora will be carried out in accordance with the procedure detailed below, where such proceedings are not contrary to the applicable legislation:

no document other than the informative Prospectus (*Folleto informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

- (i) where it considers it appropriate the Gestora may resign from its role and voluntarily request its replacement in writing to the CNMV, remitting a copy of that notice to CAIXA CATALUNYA as Administrator of the Mortgage Loans and depository of the Mortgage Participations and the Mortgage Transfer Certificates. Such notice will be accompanied by notice of the new gestora which will be authorised and registered with the CNMV, and in which the new gestora accepts such role and requests the relevant authorisation therefore. The resignation of the Gestora and the appointment of a new entity as gestora of the Issuer must be approved by the CNMV. The Gestora will only be discharged from its role after all relevant authorisations are obtained and its successor can take on the role in relation to the Issuer. The Gestora may not resign from its role if the rating assigned to any Class of the Securitisation Bonds would decrease as a result of its substitution. The Gestora will pay all the expenses in relation to its substitution, failing which, the expenses will be paid by the new gestora;
- (ii) upon the occurrence of any of the events which may lead to dissolution of the Gestora under Section 1 of Article 260 of the Corporations Law, the Gestora will be substituted. The occurrence of any such event will be communicated by the Gestora to the CNMV. In this event, the Gestora will be obliged to comply with sub-section (i) above prior to its liquidation;
- (iii) in the event that the Gestora goes into administration or bankruptcy or its license is revoked, a new gestora must be appointed. The substitution will take effect within four months from the date on which the relevant event occurs. If the Gestora is unable to find another gestora willing to take over the administration and legal representation of the Issuer or if the CNMV rejects the proposal, the CNMV may appoint another entity to take over such responsibility. If after four months from the event leading to the substitution, neither the Gestora nor the CNMV have appointed a new gestora, there will follow an early liquidation of the Issuer and the redemption of the Securitisation Bonds in accordance with section III.8.1 of the Folleto;
- (iv) the substitution of the Gestora and the appointment of the new gestora approved by the CNMV, in accordance with the above provisions, will be communicated to the Rating Agencies and published, within fifteen (15) days, in the Daily Bulletin of Mercado AIAF. The expenses caused by the substitution will be for the account of the resigned Gestora and may not be imputed to the Issuer.

The Gestora will make available all public and private documents which are necessary to proceed with its substitution by another gestora in accordance with the above paragraphs of this section. The new gestora will be subrogated in the rights and obligations corresponding to the Gestora in relation to the Deed of Constitution and to this Folleto. Moreover, the Gestora will hand over to the new gestora all documents and accounting and computer records in its possession relating to the Issuer.

III.3.2 Remuneration of the Gestora for carrying out its activities.

In consideration for the carrying out of its functions, the Issuer will pay to the Gestora an administration fee equal to 0.065 per cent per annum, with a minimum payment of 9,000 Euro per quarter, which will accrue on the actual number of days elapsed in each Interest Period, and will be payable quarterly on each Payment Date of the Securitisation Bonds, calculated on the sum of the Outstanding Principal Balances of the Securitisation Bonds on the First Day of the Determination Period prior to the relevant Payment Date. The fee accrued from the date of the establishment of the Issuer until the first Payment Date of the Securitisation Bonds will be adjusted pro rata to the days elapsed between both dates, calculated on the total amount of the Securitisation Bonds issued.

Said fee will be gross, in the sense that it will include any direct or indirect tax or withholding that may be levied on it.

The calculation of the fee payable on any specific Payment Date will be carried out in accordance with the following formula:

$$C = B \times \frac{(0.065)}{100} \times \frac{d}{360}$$

Where:

C = Fee to be paid on the relevant Payment Date.

no document other than the informative Prospectus (*Folleto informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

B = *Sum of the Outstanding Principal Balances of all the Classes of Securitisation Bonds on the first day of the Determination Period prior to the Payment Date.*

d = *Number of days elapsed during the relevant Interest Period.*

If on a Payment Date the Issuer does not have sufficient resources in the Treasury Account to pay the required fee, the amount due will accrue interest equal to that of the Class A Securitisation Bonds, which will be paid on the following Payment Date of the Securitisation Bonds in accordance with the priority of payments set out in section V.5.1.B)2 of the Folleto.

III.4 Net worth of the Issuer and description of the assets and liabilities which determine such net worth on the date of establishment and once the Fund starts operations. Expenses of establishment. Periodical expenses of the Issuer and revenues derived from its activities.

The Issuer is a separate and closed pool of assets without legal status, comprised at the date of its establishment, as for its assets, of the Mortgage Participations and the Mortgage Transfer Certificates, the Balances in the Treasury Account (including the Reserve Fund described in section V.3.4. of the Folleto), and the capitalised initial expenses, and as for its liabilities, of the Securitisation Bonds and the Subordinated Loan described in Section V.3.2 so that the net worth of the Issuer is zero.

III.4.1 Net Worth of the Issuer.

Assets

a) On establishment.

On the date of the Deed of Constitution, the Issuer will have as its principal assets:

- (i) The nominal amount of the Mortgage Participations and the Mortgage Transfer Certificates subscribed and consolidated in the Issuer. Each Mortgage Participation or Mortgage Transfer Certificate refers to a participation of 100 per cent on the principal, interest, both ordinary and default interest, commissions and other rights attached to the First Drawdowns.
- (ii) The Balances in the Treasury Account (including the Reserve Fund).
- (iii) Capitalised initial expenses.
- (iv) The amount receivable from the disbursement of the underwritten subscription for the Securitisation Bonds of all the Classes.

b) As a consequence of the activities of the Issuer.

From the Closing Date, the Issuer will have as its principal assets:

- (i) Outstanding Balance of the Mortgage Portfolio as a result of the sums accrued by way of the repayment of principal of the First Drawdowns as from the Date of Constitution. In the event of early repayment by the Mortgagors, the early repayment fees which are payable will belong to the Issuer.
- (ii) The ordinary nominal interest of the Mortgage Participations and the Mortgage Transfer Certificates calculated at the nominal interest rate of the First Drawdowns as also any fees and commissions paid relating to them.
- (iii) The default nominal interest of the Mortgage Participations and the Mortgage Transfer Certificates, calculated at the default interest rate applied to the First Drawdowns.
- (iv) The sum obtained under the Subordinated Loan granted by CAIXA CATALUNYA which is described in section V.3.2 of this Folleto.
- (v) The Net Swap Amounts to be paid, as the case may be, under the Interest Rate Swap Agreement described in section V.3.3. of this Folleto.

no document other than the Informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

- (vi) Any amounts or assets received by the foreclosure (judicial or notarial) of the Mortgage Loans or by the sale or operation of property adjudicated to the Issuer upon the foreclosure of the mortgages, or upon the temporary administration or possession of the property (undergoing foreclosure proceedings), purchase at the auction price or the sum determined by the court. Also, all possible rights and indemnities in favour of CAIXA CATALUNYA, including amounts derived from rights ancillary to the First Drawdowns and, in particular, all the commissions from the Mortgage Loans which, with respect to the First Drawdowns of these Loans, were paid by the Mortgagors.
- (vii) The sums corresponding to the Issuer relating to the insurance contracts assigned by CAIXA CATALUNYA to the Issuer in the Deed of Constitution and those deriving from any right attached to the First Drawdown in question.
- (viii) The balance of the Reserve Fund.
- (ix) The remaining balances in the Treasury Account described in section V.3.1 of this Folleto plus the interest accrued thereon.
- (x) Capitalised initial expenses.

Liabilities.

a) On establishment.

On the execution date of the Deed of Constitution, the Issuer will have the following principal liabilities:

- (i) The sums to be paid for the subscription of the Mortgage Participations and the Mortgage Transfer Certificates issued by CAIXA CATALUNYA .
- (ii) The nominal amount of the Securitisation Bonds of all the Classes, as established in chapter II of this Folleto.
- (iii) The Subordinated Loan granted by CAIXA CATALUNYA which is set out in section V.3.2 of this Folleto.

b) As a consequence of the activities of the Issuer.

From the Closing Date, the Issuer will have the following principal liabilities:

- (i) The Outstanding Principal Balance of the Class A Securitisation Bonds, the Class B Securitisation Bonds, the Class C Securitisation Bonds, and the Class D Securitisation Bonds, as discussed in Chapter II of this Folleto.
- (ii) The outstanding balances of the Subordinated Loan.
- (iii) The Net Swap Amounts payable, as the case may be, under the terms of the Interest Swap Agreement described in section V.3.3.
- (iv) The interest, commissions and other expenses, due and unpaid, set out in the various transaction agreements, as well as any other incurred by the Issuer.

III.4.2 Income of the Issuer derived from its activities.

The Issuer will have the following income deposited in the Treasury Account, available on any given Payment Date:

- a) The sums received in relation to the repayment of the principal of the Mortgage Participations and the Mortgage Transfer Certificates in the preceding Determination Period.
- b) The ordinary and default interest, payable on the Mortgage Participations and the Mortgage Transfer Certificates calculated at the ordinary or default interest rate

applicable to each First Drawdown, as also those deriving from any right attached thereto and received in the preceding Determination Period.

- c) The income received in the preceding Determination Period on account of the amounts deposited in the Treasury Account as set out in section V.3.1 of this Folleto.
- d) The commissions provided for under the Mortgage Loans which, with respect to the First Drawdowns, were paid by the Mortgagors in the preceding Determination Period.
- e) Any other amounts which may be received by the Issuer including those resulting from the sale of property adjudicated to the Issuer.
- f) The Net Swap Amount to be received, as the case may be, under the terms of the Interest Rate Swap Agreement described in section V.3.3 or, in the event of a breach by CAIXA CATALUNYA, the termination payment under the Swap.

III.4.3 Expenses of the Issuer.

The Gestora will pay and charge to the Issuer, being reimbursed subject to the priority of payments set out in section V.5.1.B)2 of this Folleto, all the expenses necessary for its activities. For illustrative purposes, the following expenses, both initial, periodical and extraordinary, will be paid:

- all those expenses relating to the establishment of the Issuer and which relate to the mandatory verification, registration and administrative authorisation requirements;
- expenses relating to official and commercial publications for the subscription offering of the Securitisation Bonds;
- expenses relating to the preparation and execution of the Deed of Constitution, the Folleto and the Agreements, and the commissions and expenses set out therein;
- fees due to the Rating Agencies relating to the ratings of the Securitisation Bonds and for their continued evaluation;
- expenses relating to the issue and the repayment of the Securitisation Bonds;
- expenses relating to the accounting registration of the Securitisation Bonds on account of their representation in book-entry form and their admission to trading on Mercado AIAF;
- expenses relating to the sale of Mortgage Participations and the Mortgage Transfer Certificates and the remaining assets of the Issuer for the liquidation of the Issuer;
- expenses necessary for the foreclosure of the Mortgage Loans, in the proportional part corresponding to the First Drawdowns;
- expenses relating to the administration of the Issuer and expenses relating to the administration of the Mortgage Loans, in the proportional part corresponding to the First Drawdowns;
- commissions and expenses payable by the Issuer for contracts entered into;
- expenses of the announcements and notices relating to the Issuer and/or the Securitisation Bonds;
- auditing and legal expenses; and
- in general, any other expenses incurred by the Issuer or by the Gestora on its behalf.

The estimated expenses of the initial establishment of the Fund are described in section II.14 of the Folleto.

III.5 Preparation, verification and approval of the annual accounts and other accounting records of the Issuer. Name of the auditors responsible for the audit of the Issuer.

III.5.1 Obligations and deadline for the preparation, verification and approval of the annual accounts and management report.

The annual accounts of the Issuer will be verified and reviewed annually by the auditors.

The Gestora will present to the CNMV the annual accounts of the Issuer, together with the auditors report thereon and a report on the management of the Issuer, within four (4) months after the end of the Issuer's fiscal year, which will coincide with the calendar year (i.e., before April 30th of each year).

The Gestora will appoint Auditors for minimum periods of three (3) years to audit the annual accounts of the Issuer and will notify such appointment to the CNMV.

III.5.2 Obligations and deadline to make available to the public and file with the CNMV, the periodical information on the economic and financial status of the Issuer.

The Gestora, in its capacity as manager and administrator of the Issuer, undertakes to file with the CNMV quarterly, with all due diligence, the following information (except for the information set out in sub-section (e), which will be submitted annually) in relation to the Securitisation Bonds, the Mortgage Participations and the Mortgage Transfer Certificates, early repayments, and the economic and financial status of the Issuer.

The Gestora will make available to the public all the necessary documentation and information in accordance with the Deed of Constitution and this Folleto.

a) In relation to each of the Classes of Securitisation Bonds:

1. Outstanding Principal Balances and the proportion which each of them represents over the initial nominal amount of each Class.
2. Interest accrued and paid.
3. Interest accrued and unpaid.
4. Redemption amounts due and paid.
5. Estimated average life of the Securitisation Bonds in each of the Classes, assuming that the Early Repayment Rate of the Mortgage Loans remains constant as determined by sub-section (d) below.

b) In relation to the Mortgage Participations and the Mortgage Transfer Certificates:

1. Outstanding Balance of the Mortgage Portfolio.
2. Interest accrued and paid.
3. Amount in arrear relating to the First Drawdowns at the date of such information.

c) In relation to the economic and financial status of the Issuer:

Information on the origin and application of the Available Funds in accordance with the priority of payments described in section V.5.1.B)2 of this Folleto.

d) In relation to the early repayment of the First Drawdowns:

Illustrative table of the actual Average Prepayment Rate of the First Drawdowns.

e) In relation to the Annual Accounts of the Issuer:

Balance sheet, profit and loss account, annual report, management report and auditors' report within four (4) months of the end of each fiscal year.

III.5.3 Obligations to communicate relevant information.

The Gestora, representing and on behalf of the Issuer, will provide the following notices:

a) Periodic ordinary notices

- 1) In the period between the Interest Determination Time and no later than three (3) Business Days following each Payment Date, the Issuer will communicate to the Bondholders the applicable nominal rates of interest for each of the Classes of Securitisation Bonds for the following Interest Period in accordance with section II.10.1.
- 2) In accordance with sections II.10.3 and II.11.3.9, quarterly, and at least one (1) calendar day prior to each Payment Date, communicate to the Bondholders the interest payable in respect of each of the Classes of Securitisation Bonds and repayment of the same, as the case may be, and:
 - (i) the actual prepayment rates of the First Drawdowns on the Determination Date prior to the Payment Date;
 - (ii) the estimated average residual life of the Securitisation Bonds, on the assumption that such actual prepayment rate is maintained in accordance with section III.8.1 of the Folleto; and
 - (iii) the Outstanding Principal Balance of the Securitisation Bonds after the repayment due on each Payment Date with respect to each Class of Bond, and the proportion which such Outstanding Principal Balance represents over the initial nominal amount of each Securitisation Bonds.

The Bondholders, as the case may be, will be notified of the interest accrued on the Securitisation Bonds and unpaid due to insufficient Available Funds, in accordance with the priority of payments referred to in section V.5.1.B)2 of this Folleto.

The above notices will be given in accordance with sub-section (c) below. The above information will be communicated to Iberclear, CNMV and Mercado AIAF no later than two (2) Business Days prior to each Payment Date.

b) Extraordinary notices

- b.1 In relation to the establishment of the Issuer and the issue of the Securitisation Bonds, and once the Deed of Constitution is executed, the Gestora will notify, in accordance with sub-section (c) below, the establishment of the Issuer and the issue of the Securitisation Bonds, as well as the nominal interest rates of each of the Classes of Securitisation Bonds fixed for the first Interest Period, which will run between the Closing Date and December 15, 2003, in accordance with sections II.18.3 and II.10.1 of this Folleto.
- b.2. Others

The Issuer, through its Gestora, will notify the Bondholders and the Rating Agencies of any relevant event which may occur in relation to the Mortgage Participations and the Mortgage Transfer Certificates, the Securitisation Bonds, the Issuer or the Gestora itself which may have a significant impact on the trading of the Securitisation Bonds and, in general, any material changes to the assets and liabilities of the Issuer. The Gestora will notify the Bondholders and the Rating Agencies of any decision to redeem the Securitisation Bonds early for any of the causes set out in this Folleto; such notice will be given in accordance with sub-section (c) below with at least thirty (30) days prior notice.

c) Procedure

Notices to the Bondholders by the Gestora as set out above will be given as follows:

no document other than the informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

- Ordinary periodical notices will be published in the Daily Gazette of AIAF, Mercado de Rental Fija or any other publication that replaces it in future or another of similar characteristics, or in a daily newspaper of general circulation in Spain, of a general or an economic - financial nature.
- The notice referred to in section b.1. above will be served by a document in writing from the Gestora to the Underwriters and Placers for these so to inform investors interested in subscribing for the Securitisation Bonds. The Gestora will also notify it in writing to the CNMV, to the Paying Agent and to Iberclear. Finally, it will be published in the Daily Bulletin of AIAF, Mercado de Renta Fija or any other publication that may replace it in future or another with similar characteristics.
- The notices referred to in sub-section b.2. will be published in a daily newspaper of general circulation in Spain, of a general or an economic-financial nature.

Any such notice to Bondholders will be deemed to have been given on the date of such publication.

Any such notice to the Rating Agencies to be made by the Gestora as provided for in the preceding sections may be served in writing or given by telephone.

d) Information to be given to the CNMV

The Gestora will notify the CNMV immediately of any notice, of a periodic ordinary nature or extraordinary nature, which is published in accordance with the above sub-sections and any other information which is requested.

III.6 Taxation of the Issuer.

The following is a brief extract of the general tax regulations applicable to the Issuer and which are to be applied without prejudice to the territorial exceptions and regulations which may apply on receipt or granting of the relevant income.

The tax regulations applicable to Asset Securitisation Funds are largely contained in Law 43/1995, dated December 27th, regarding Corporation Tax and its implementing regulations, with the specific provisions of Law 19/1992, dated July 7th, regarding the regulations governing Property Investment Companies and Funds and Mortgage Securitisation Funds, Law 3/1994 of April 14th and Royal Decree 926/1998, dated May 14th, for rules relating to the regulation of asset securitisation funds and management companies for securitisation funds, which in summary highlight the following fundamental principles:

- 1) Asset Securitisation Funds are individually liable to Corporation Tax, subject to the general provisions for determination of the tax base, as well as to the standard tax rate of 35% and common standards relating to tax deductions, loss carry-forwards and other relevant elements of the tax.
- 2) The income on the marketable securities of the Securitisation Fund is subject to the general withholding tax provisions on account of Corporation Tax, except that section 57.k of the regulations passed by Royal Decree 537/1997 dated April 14th states that "income from mortgage participations, mortgage loans and other credit rights which constitute income of Securitisation Funds" will not be subject to withholding. Consequently, according to the criterion expressly stated by the Tax Authority (*Administración Tributaria*), in addition to the returns of the Mortgage Participations and the Mortgage Transfer Certificates direct subject of the securitisation, the returns on the Mortgage Loans and loans granted by Securitisation Funds are not subject to withholding, insofar as such instruments are involved in the business activities of such funds.
- 3) Article 5.10 of Law 19/1992 establishes that the establishment of mortgage securitisation funds is liable to but exempted from the tax on "corporate transactions" ("*operaciones societarias*").

Article 16 of Royal Decree-Law 3/1993 authorised the Government to "extend the regulations relating to the securitisation of mortgage participations (...) to the securitisation of other mortgage loans and credit rights", which authorisation was confirmed and extended by the Fifth Addendum to Law 3/1994 (*Disposición Adicional Quinta de Ley 3/1994*).

In the same way, Royal Decree 926/1998 provides that for matters not contemplated therein, the provisions of Law 19/1992 will apply to mortgage securitisation funds to the extent they are applicable, bearing in mind their specific nature.

The transfer to the Issuer of the Mortgage Participations and the Mortgage Transfer Certificates, as envisaged in the Deed of Constitution in the manner set out above, is a transaction subject to and exempt from Value Added Tax, in accordance with Article 20.one.18.e) of Law 37/1992 of December 28th.

The granting and assignment of guarantees is subject to the tax regulations without exceptions.

- 4) As regards Value Added Tax, the Issuer will be subject to the general VAT regulations, with the only exception that the services rendered by the Gestora will be exempt from VAT.
- 5) The issue of the Securitisation Bonds will be exempt from Value Added Tax (article 20.One.18 of the Value Added Tax Act), from Transfer Tax and from Stamp Duty (article 45-I.B number 15 of the Transfer Tax and Stamp Duty Royal Decree, confirmed by Judgement of the Supreme Court in 3 November 1997).

III.7 Exceptional circumstances for amending the Deed of Constitution.

The Deed of Constitution, under Royal Decree 926/1998, will essentially: (i) define the Mortgage Participations and the Mortgage Transfer Certificates, (ii) define precisely the content of the Securitisation Bonds to be issued, (iii) establish the transactions which the Gestora may carry out, representing the Issuer, to increase the regularity and certainty of payments relating to the Securitisation Bonds and to cover the mismatch between the schedule of flows of principal and interest of the Mortgage Participations and the Mortgage Transfer Certificates and that of the Securitisation Bonds and (iv) define the rules that will govern the liquidation of the Issuer. To this effect, the Deed of Constitution will contemplate that the Issuer, through its Gestora, will enter into the agreements set out in sections V.3 and V.4 of this Folleto.

The Deed of Constitution of the Issuer may only be amended in exceptional circumstances when permitted by existing legislation, under the legally established conditions, although it may be remedied at the request of the CNMV.

III.8 Liquidation and termination of the Issuer.

III.8.1 Early Liquidation of the Issuer.

The Gestora is authorised, after giving notice to the CNMV and to the Rating Agencies, to carry out the early liquidation of the Issuer and with it the early repayment of the issue of Securitisation Bonds in its entirety in the following events:

- (a) on December 12, 2018, (or if this date is not a Business Day, on the next Business Day) or on any subsequent Payment Date; or
- (b) if at any time Outstanding Balance of the Mortgage Portfolio falls below 15 per cent of the initial balance of the Mortgage Participations and the Mortgage Transfer Certificates; or

Before proceeding to the early liquidation of the Issuer, the following conditions must be met:

- (a) all the payment obligations arising from the Securitisation Bonds can be met and cancelled by the Issuer in accordance with the priority of payments set out in section V.5.1.B). 2 of this Folleto.

On the date of early liquidation of the Issuer, the Outstanding Principal Balance at that date together with accrued and unpaid interest from the last Payment Date until that date will always be deemed payment obligations under the Securitisation Bonds, less tax withholdings if any, and such amounts will in any event be deemed to be legally due and payable on that date;

- (b) the Bondholders must be given at least thirty (30) Business Days notice of the decision of the Gestora to proceed to the early liquidation of the Issuer in accordance with section III.5.3 of this Folleto.

Such notice, which will have been communicated to the CNMV, must include a description (i) of the event or events which lead to the early liquidation of the Issuer, (ii) the relevant procedure to effect it, and (iii) the manner in which the payment obligations relating to the Securitisation Bonds will be met and cancelled in accordance with the priority of payments set out in section V.5.1.B).2 of this Folleto.

III.8.2 Termination of the Issuer

In addition to the cause of early liquidation contemplated in the preceding section, the termination of the Issuer will also take place for the causes provided in Royal Decree 926/1988 and those expressly envisaged in the Deed of Constitution, and particularly:

- (a) When the Mortgage Participations and the Mortgage Transfer Certificates are redeemed in full
- (b) When the Securitisation Bonds are redeemed in full.
- (c) When, because of any event or circumstance of any kind outside the progress of the Issuer itself, any material change occurs, in the opinion of the Gestora, or when the financial balance of the Issuer becomes permanently impaired. Such events include: the passing of amendments to existing legislation or the imposing of withholding obligations that may affect such balance.
- (d) If the Gestora goes into administration ("*suspensión de pagos*") or is declared bankrupt, or if its authorisation is revoked and a new gestora is not designated to replace it within the statutory term provided (or in the absence of such a term, within four (4) months), in accordance with the provisions of section III.3.1. of this Folleto.
- (e) If a payment is defaulted indicating a serious and permanent imbalance in the opinion of the Gestora in connection with any of the securities issued or if the occurrence of such an imbalance is foreseen. In this case, the Gestora, after reporting to the CNMV, will proceed to the orderly liquidation of the Issuer in accordance with the rules laid down in the Deed of Constitution of the Issuer, described in section V.5.1.B).2 of this Folleto.

In order for the Issuer, through its Gestora, to proceed to the early liquidation of the Issuer and the early redemption of the Securitisation Bonds in the events set out in this section and, specifically, so that the Issuer has sufficient resources to meet its payment obligations, the Gestora will, on behalf of the Issuer, carry out any or all of the following acts:

- (i) sell the Mortgage Participations and the Mortgage Transfer Certificates for an amount which is not less than the market price. The Gestora may obtain the reports of appraisal that it deems necessary in order to set the sales price. CAIXA CATALUNYA will have a right of first refusal to acquire said Mortgage Participations and the Mortgage Transfer Certificates upon the conditions set by the Gestora. CAIXA CATALUNYA will have a term of 5 Business Days in which to exercise said right of first refusal, as from the date on which the Gestora notifies it of the conditions for the disposal of the Mortgage Participations and the Mortgage Transfer Certificates. The right of first refusal in no event entails any covenant or representation relating to the repurchase of the Mortgage Participations and the Mortgage Transfer Certificates by CAIXA CATALUNYA;
- (ii) cancel those contracts which are unnecessary for the liquidation of the Issuer;
- (iii) arrange a credit facility which will be used only and immediately to meet the early redemption of the Securitisation Bonds. The repayment of this credit facility will be guaranteed only by the flows of interest and principal derived from the Mortgage Participations and the Mortgage Transfer Certificates to be repaid and the proceeds from the sale of the assets which remain in the Issuer; and
- (iv) if the above acts are insufficient or if there are remaining assets, the remaining assets of the Issuer will be sold. The Gestora will be authorised to accept any offer, which in its judgement, covers the market value of the asset

in question and ensure that it is paid for in cash. In order to fix a market value, the Gestora may obtain the appropriate valuations.

The Gestora, once the appropriate provision for final termination expenses is effected, will immediately apply all sums which it receives through the sale of the assets of the Issuer to the payment of the different obligations, in the respective form, amount and order of priority, in accordance with section V.5.1.B)2 of this Folleto, and except for the requirement to maintain the Reserve Fund and except for the sums, if any, drawn from the credit facility arranged as referred to in section (iii) above, which will be used exclusively for the early redemption of the Securitisation Bonds.

If any surplus remains after the Issuer has been liquidated and all payments envisaged in said section of the Folleto have been made, that surplus will be paid to CAIXA CATALUNYA. If the surplus is not liquid because it corresponds to Mortgage Participations and Mortgage Transfer Certificates for which the settlement of judicial or notarial proceedings is awaited, instituted because of default by the Mortgagor of the First Drawdown as envisaged in section IV.1.d) below, both the continuation of such proceeding and the proceeds obtained from its settlement will be in favour of CAIXA CATALUNYA.

If on the Closing Date the Gestora, acting on behalf of the Issuer, is unable to pay the Mortgage Participations and the Mortgage Transfer Certificates subscribed for by the Issuer because of the termination of the Underwriting Agreement for the Securitisation Bonds, the Issuer will be liquidated by returning the Mortgage Participations and the Mortgage Transfer Certificates to their Originator CAIXA CATALUNYA, settling the respective establishment and issue expenses and repaying the Subordinated Loan referred to in sub-section V.3.2 of this Folleto.

In any event, the Gestora, acting on behalf of the Issuer, will not terminate the Issuer and cancel its relevant administrative registrations until it has liquidated the residual assets of the Issuer and distributed the Available Funds of the Issuer, in accordance with the priority of payments, with the exception of the obligation to withhold the Reserve Fund, set out in section V.5.1B)2 of this Folleto and with the exception of the constitution of an appropriate reserve to account for the expenses of termination.

Six (6) months after the liquidation of the residual assets of the Issuer and the distribution of the Available Funds, the Gestora will execute a Notarial Certificate declaring (i) the termination of the Issuer, and the causes of such termination as set out in the Deed of Constitution and this Folleto, (ii) the procedures for giving notice to the Bondholders, the CNMV and the Rating Agencies which were carried out, and (iii) the distribution that was made of the available funds of the Issuer in accordance with the priority of payments set out in section V.5.1.B)2 of this Folleto. This information will be communicated by a notice published in a national newspaper. Any other necessary administrative acts will be carried out. The Notarial Certificate will be submitted by the Gestora to the CNMV.

CHAPTER IV INFORMATION ON THE CHARACTERISTICS OF THE ASSETS SECURITISED THROUGH THE ISSUER

IV.1 Description of the Mortgage Participations and the Mortgage Transfer Certificates forming the Issuer.

CAIXA CATALUNYA is the owner of the credit rights derived from a portfolio of credit facilities which are noted in credit accounts with a mortgage guarantee over the customary residence, called as "Crédito Total Primera Vivienda", through which CAIXA CATALUNYA grants to individuals resident in Spain (hereinafter, all the "**Mortgagors**", and any of them, the "**Mortgagor**") up to a certain limit and date (hereinafter the "**Mortgage Loans**"). The Mortgage Loans are part of a selection of mortgage loans whose characteristics are described in section IV.4 of this Chapter.

By virtue of the Constitution Deed, the credit rights which will form the asset of the Issuer through the issue by CAIXA CATALUNYA of the Mortgage Participations and the Mortgage Transfer Certificates and their subscription by the Gestora in the name and on behalf of the Issuer, will only be the credit rights owned by CAIXA CATALUNYA arising in its favour on the first or initial amounts drawn against said loans by each of the Mortgagors (the "**First Drawdowns**").

The Mortgage Participations and the Mortgage Transfer Certificates forming the Issuer will be represented by registered certificates issued in the name of the Issuer.

The total nominal value of the issue of Mortgage Participations and Mortgage Transfer Certificates will be at least equal to the total nominal amount of the Bond issue. Each Mortgage Participation or Mortgage Transfer Certificate represents one hundred per cent of the principal and of the (ordinary or default) interest to be repaid and accrued, respectively, as also the fees paid, on each of the First Drawdowns of the correspondant Mortgage Loans.

The outstanding balance of the first drawdowns of the selected mortgage loans included in the provisional portfolio at August 28, 2003 was 970,470,578 Euro.

In particular, notwithstanding the specific representations in section (a) below, the First Drawdowns to be assigned to the Issuer fulfil the requirements demanded for the issue of Mortgage Participations and Mortgage Transfer Certificates and have the following main features:

- (i) the purpose of the First Drawdown to be securitised through the issue of the corresponding Mortgage Participation or Mortgage Transfer Certificate is to buy a main residence;
- (ii) all drawdowns made, including the First Drawdown, are secured by a first mortgage over the residence, which is valid and in effect and not subject to any limitations, and the various drawdowns have *pari passu* ranking;
- (iii) the Mortgage Loans are secured by first priority mortgages and the making of the First Drawdowns is recorded in the deeds granting the mortgages which are registered with the corresponding Property Register;
- (iv) the Mortgagors of the Mortgage Loans may, on up to five occasions and never for a period exceeding 12 months or in the aggregate 36 months, apply for periods of grace for the repayment of principal and interest on the First Drawdowns ("Forbearance Periods"), provided that all the drawdowns of the Mortgage Loan are up to date in payment, (as appropriate, with the limits and requirements stipulated in the respective Mortgage Loans), so that there may be First Drawdowns that do not give rise to the payment of interest or repayment of principal during a period of time ("**First Drawdowns in the Forbearance Period**"). Interest accrued during the Forbearance Period is capitalized at the end of the Forbearance Period. The maximum initial amount of the Mortgage Loan may never be exceeded as the consequence of the interest capitalized during the Forbearance Period. If after the Forbearance Period is granted, an increase in the reference rate of interest gives rise to an excess over the maximum amount of the Mortgage Loan, the duration of the Forbearance Period will be reduced for the time necessary to avoid the excess over the initial maximum amount;
- (v) the maximum limit of each Mortgage Loan whose First Drawdown is securitised by the Mortgage Participations is up to 80% of the assessed value of the mortgaged residence or its sale price, if lower. In case of First Drawdown securitised by Mortgage Transfer

Certificates, the maximum limit of the corresponding Mortgage Loans is up to 100% or of its sale price if lower. If, according to the aforementioned, the maximum limit of the Mortgage Loans whose First Drawdowns are securitised by Mortgage Transfer Certificates exceeds 80% of the assessment or of the sales price if lower, CAIXA CATALUNYA may request additional personal guarantees from sureties, who may be conditional or several, as a guarantee to complement the mortgage throughout the life of the Mortgage Loan.

In addition to the First Drawdowns, the Mortgagor is authorised to make successive drawdowns on terms different from those of the First Drawdown (term, use, instalments, equivalent annual rate (EAR), receipts or repayment schedule), for different maturity periods, with the possibility of making use of the funds which have been repaid and those of which use has not been made before the maturity of the Mortgage Loan. Successive drawdowns are not granted automatically but are subject to checking by CAIXA CATALUNYA of the following particulars: (i) non-existence of defaulted instalments of drawdowns already made or other defaults of the Mortgage Loan, and (ii) the total outstanding risk, taking the additional drawdown requested into account, should not exceed 80% of the appraised value of the residence, even when the First Drawdown was granted for an appraised value of over 80%. The grant of additional drawdowns may also be denied if the applicant's debt/income ratio exceeds 40% as the result of the additional drawdown requested. During the last four (4) years of the term of the Mortgage Loan, the additional drawdowns requested may not only not exceed the maximum amount of the Mortgage Loan but also their maximum amount will be obtained in accordance with the following formula:

New Limit = Number of months until maturity x Limit agreed for Subsequent Drawdowns

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The new limit of the maximum amount of the Mortgage Loan will only affect the additional drawdowns requested, even if the Mortgagor exceeds the new limit as the result of previous drawdowns.

The maximum term of the successive drawdowns, always without exceeding the maturity date of the Mortgage Loan, will be (i) up to 30 years if used to buy a residence, as is the case of the First Drawdowns, and (ii) 10 years for any other use, although it is recommended that the maturity of transactions intended for consumption should be adapted to the useful life of the goods acquired. The maximum term of the Mortgage Loan may not exceed 35 years.

The credit rights deriving from the subsequent amounts lent under the Mortgage Loan other than the First Drawdown are not part of the Mortgage Participations and the Mortgage Transfer Certificates forming the Issuer.

The repayment of each drawdown (including the First Drawdown) will be made in equal instalments (French system), consisting of capital and interest calculated on the basis of such amount and period, which will vary in accordance with any changes to the interest rate.

Payments made by the Mortgagors are imputed to matured instalments in order of time in arrear, giving priority to the payment of the interest over the principal of each instalment.

a) Representations and Warranties.

CAIXA CATALUNYA, as the holder of the Mortgage Loans and of the First Drawdowns, represents and warrants to the Gestora, representing the Issuer, and the Underwriters and Placers of the Securitisation Bonds, as follows:

- (1) That CAIXA CATALUNYA is a credit institution duly organised under existing legislation and is registered on the Companies Register. CAIXA CATALUNYA is authorised to participate in the mortgage market.
- (2) That CAIXA CATALUNYA has never been and is not as at the date of the Folleto in the situation of insolvency, administration or bankruptcy.
- (3) That CAIXA CATALUNYA is in possession of audited accounts for the last three financial years and has at least the Auditors' unqualified favourable opinion in the last financial year and that it has filed the annual accounts for the last tax year with the CNMV.
- (4) That all the administrative bodies of CAIXA CATALUNYA have validly adopted all the resolutions necessary to assign the First Drawdowns, to issue the Mortgage

Participations and the Mortgage Transfer Certificates, and to execute validly the Deed of Constitution of the Issuer and the ancillary contracts.

- (5) That the Mortgage Participations and the Mortgage Transfer Certificates are issued in market conditions and in accordance with Law 2/1981, Royal Decree 685/1982, Law 19/1992 and other applicable legislation and meet all requirements established therein. The Mortgage Transfer Certificate are also issued in accordance with the Fifth Addendum to Law 3/94.
- (6) That the Mortgage Loans whose First Drawdowns are securitised, in which the Issuer will participate through the subscription of the Mortgage Participations, meet all the requirements laid down in Section II of Law 2/1981.
- (7) That the Mortgage Loans whose First Drawdowns are securitised from the Mortgage Loans, in which the Issuer will participate through the subscription of the Mortgage Transfer Certificates do not comply with all the requirements laid down in Section II of Law 2/1981. Specifically, the First Drawdowns may reach 100% of the appraisal value of the mortgaged residences or there may not be valid damages insurance that covers the appraisal value of the residences.
- (8) That the Mortgage Loans and their First Drawdowns exist and have been made, and that they are valid and enforceable pursuant to the applicable legislation.
- (9) That CAIXA CATALUNYA has full title to all the Mortgage Loans and of the underlying property mortgages and there is no impediment for the issue of the Mortgage Participations and the Mortgage Transfer Certificates for an amount equal to the respective First Drawdowns as contemplated in Article 61 of Royal Decree 685/1982 of March 17th.
- (10) That the information on the Mortgage Participations and the Mortgage Transfer Certificates, the First Drawdowns and, in general, the Mortgage Loans included in the Deed of Constitution and its Annexes will faithfully and accurately, save for involuntary error or omission, reflect the position of the First Drawdowns, Mortgage Loans and Mortgage Participations and Mortgage Transfer Certificates and said information will be complete and accurate and will not induce to error.
- (11) That each one of the Mortgage Loans is secured by a first priority mortgage over full ownership of each and every one of the properties in question and none of the mortgaged properties is subject to prohibitions on disposal, conditions subsequent or any other limitation of ownership and that, as a consequence of the assignment of the First Drawdowns, co-ownership is constituted over the mortgage.
- (12) That all of the Mortgage Loans are formalised in a public deed which records the first drawdown made by the mortgagor from the borrowed funds and giving rise to the First Drawdown; that all the Mortgages are duly constituted and registered in the corresponding Property Registers in which the drawdown of the First Drawdown will also be stated. The registration of the mortgaged properties is in force and unchallenged and is not subject to any right ranking higher than the mortgage in accordance with applicable legislation.
- (13) The Mortgagors have the option of applying to CAIXA CATALUNYA for additional drawdowns up to the limit of the Mortgage Loan, provided that the outstanding balance of all drawdowns at that time does not exceed 80% of the appraised value of the mortgaged residence even though the first drawdown was granted for an amount higher than 80% of the appraised value.
- (14) That in accordance with the terms of the Mortgage Loans, the payments made by the Mortgagors are credited to the overdue instalments according to time in arrear.
- (15) That all the Mortgagors are individuals resident in Spain on the date of the constitution of the mortgage.
- (16) That the First Drawdown has been granted to finance, secured by a mortgage on the property, the purchase of the usual residence located in Spain.
- (17) That the mortgages are granted over properties which are under the full ownership of and belong to the respective borrowers, and CAIXA CATALUNYA is not aware of any

litigation relating to the ownership of the properties which may have adverse effects on the mortgages.

- (18) That all the mortgaged residential properties have been appraised by appraising entities duly registered in the official register of the Bank of Spain and approved by CAIXA CATALUNYA, and the appraisal has been accredited through the corresponding appraisal certificate. The appraisals fulfil all the requirements established from time to time by the legislation relating to the mortgage market.
- (19) That all the properties on which the mortgage security has been granted are covered on the date of execution of the Deed of Constitution, with a insurance for damages, which sum insured covers the appraised value of the properties, excluding elements that are not insurable by nature. The initial information included relating to the insurance contracted by the Mortgagors is complete and accurate. In the case of mortgaged properties for which, after 1 year from the date of execution of the Deed of Constitution, such insurance is lacking due to expiration, cancellation or any other cause, CAIXA CATALUNYA will assume liability towards the Issuer for the economic consequences that may arise from the absence of insurance.
- (20) That the Mortgage Loans are not represented by any securities whether registered, bearer or to order, other than the Mortgage Participations and the Mortgage Transfer Certificates which will be issued.
- (21) That as from the issue of the Mortgage Participations and the Mortgage Transfer Certificates, the Mortgage Loans will not be subject to any issues of Securitisation Bonds or Mortgage Participations and Mortgage Transfer Certificates.
- (22) That on the Closing Date none of the Mortgage Loans will have overdue payments.
- (23) That CAIXA CATALUNYA is not aware, at the date of execution of the Deed of Constitution that any of the Mortgagors of the Mortgage Loans has any credit rights against CAIXA CATALUNYA which may confer the right to seek set off.
- (24) That the information contained in this Folleto regarding the Mortgage Participations and the Mortgage Transfer Certificates portfolio, the Mortgage Loans, the First Drawdowns and the statistical information in section IV.3.2 of the Folleto is complete and faithfully reflects reality.
- (25) That both the granting of the Securitised Mortgage Loans as well as the issue of the Mortgage Participations and the Mortgage Transfer Certificates and all the related aspects have been carried out or will be carried out at arm's length.
- (26) That CAIXA CATALUNYA has duly followed the criteria contained in the Internal Memorandum described in section IV.3.1 in granting each of the Mortgage Loans and in accepting, if necessary, the subrogation of subsequent debtors in the position of the first borrower.
- (27) That all the deeds constituting mortgages over the residential property to which the Mortgage Loans refer are duly kept in CAIXA CATALUNYA's files, available to the Gestora for the account and on behalf of the Issuer and all the Mortgage Loans and the First Drawdowns are clearly identifiable both in computerised files and in the deeds.
- (28) That, on the day of issue, the outstanding principal balance of each one of the First Drawdowns is equal to the nominal value of the Mortgage Participation or Mortgage Transfer Certificate to which it corresponds. The total nominal value of the Mortgage Participations and the Mortgage Transfer Certificates will be at least equal to the nominal amount of the issue of the Securitisation Bonds.
- (29) That from the moment of their granting, the Mortgage Loans have been and they will be administered by CAIXA CATALUNYA in accordance with the normal established procedures.
- (30) That CAIXA CATALUNYA is not aware of any litigation of any type in relation to the Mortgage Loans which may impair their validity.

- (31) That CAIXA CATALUNYA is not aware of the premiums accrued on the insurance which has been contracted at the beginning of the transaction and which term is one year, referred to in item 19 above have been fully paid.
- (32) That the Mortgage Loans will cause the reduction in the assets of CAIXA CATALUNYA in an amount corresponding to the outstanding balance of the First Drawdown in accordance with the provisions of Circular 4/1991 of June 16th from the Bank of Spain, without prejudice to the effects that partial or full subscription for the Securitisation Bonds may have for CAIXA CATALUNYA pursuant to that Circular.
- (33) That the Mortgage Participations and the Mortgage Transfer Certificates are issued for the same term until maturity and with the same interest than each of the Mortgage Loans to which correspond, and that the final repayment dates of all the First Drawdowns are earlier than the Final Repayment Date of the Securitisation Bonds.
- (34) That on the Closing Date, none of the First Drawdowns will be in a Forbearance Period.
- (35) That at the date of execution of the Deed of Constitution, CAIXA CATALUNYA is unaware that the value of any mortgaged property has diminished by over 20% of the appraisal value.
- (36) That at the date of execution of the Deed of Constitution, CAIXA CATALUNYA has not received any notice of early repayment of the First Drawdowns.
- (37) That at the date of execution of the Deed of Constitution, nobody has any preferential right over the Issuer as holder of the Mortgage Participations and the Mortgage Transfer Certificates to collect amounts deriving from the First Drawdowns.

b) Subscription for the Mortgage Participations and the Mortgage Transfer Certificates.

The Mortgage Participations and the Mortgage Transfer Certificates to be issued by CAIXA CATALUNYA at the time of the establishment of the Issuer will constitute a number of Mortgage Participations and Mortgage Transfer Certificates as yet undetermined whose total nominal amount will be at least equal to the total nominal amount of this issue of Securitisation Bonds.

The Gestora, representing and for the account of the Issuer, will subscribe in full at the establishment of the Issuer the Mortgage Participations and the Mortgage Transfer Certificates issued by CAIXA CATALUNYA.

Subscription price of the Mortgage Participations and the Mortgage Transfer Certificates

The Mortgage Participations and the Mortgage Transfer Certificates will be issued at par. The price which the Issuer will pay to CAIXA CATALUNYA through the Gestora on the Closing Date for subscription of all the Mortgage Participations and the Mortgage Transfer Certificates will include, in addition to (i) the nominal value of the capital of the Mortgage Participations and the Mortgage Transfer Certificates gathered in the Issuer, (ii) interest on account of the deferment of the payment of principal of the Mortgage Participations and the Mortgage Transfer Certificates calculated using the Reference Interest Rate, as described in section 11.10.1.c) of this Folleto, for the period from the Date of Constitution of the Issuer to the Closing Date.

The price will be paid in full before 15.00 hours (Madrid time) on the same Business Day, value that date, on which the Bond issue is fully paid (September 22, 2003) as provided in section II.18.5 of the Folleto. Payment will be made by order placed by the Gestora with CAIXA CATALUNYA for the latter to charge to the Treasury Account open with CAIXA CATALUNYA in the name of the Issuer the total price of the subscription for the Mortgage Participations and the Mortgage Transfer Certificates.

The Mortgage Participations and the Mortgage Transfer Certificates will be transferable by written declaration on the certificates themselves and in general in any way admitted by Law. The transfer of any Mortgage Participation or Mortgage Transfer Certificate and the new holder's address will be notified by the purchaser to the Originator of the Mortgage Participations and the Mortgage Transfer Certificates.

CAIXA CATALUNYA, as Originator, will keep a special book on which it will record the Mortgage Participations and the Mortgage Transfer Certificates issued and the changes of address notified to it by their holders.

Said book will also contain the following data: (i) date of origination and maturity of the First Drawdown, its amount and form of settlement; and (ii) registration data of the mortgage that secures the Mortgage Loan.

c) Representation of Mortgage Participations and the Mortgage Transfer Certificates and depository entities or entities responsible for keeping their record of account in the case of book entries.

The Mortgage Participations and the Mortgage Transfer Certificates issued by CAIXA CATALUNYA will be represented by registered certificates, which will contain the minimum references set out in article 64 of Royal Decree 685/1982 and specifically the registration particulars of the properties securing the Mortgage Loans. The Mortgage Participations and the Mortgage Transfer Certificates subscribed by the Issuer will be deposited with CAIXA CATALUNYA. Such deposit will be constituted through the execution of the Deed of Constitution for the benefit of the Issuer so that CAIXA CATALUNYA will keep the Mortgage Participations and the Mortgage Transfer Certificates on deposit in custody, following the instructions of the Gestora.

d) Description of the rights which such Mortgage Participations and Mortgage Transfer Certificate confer to their holders over the underlying Mortgage Loans

The Issuer, as holder of the Mortgage Participations and the Mortgage Transfer Certificates, will be vested with the rights recognised in the applicable legislation and in the Mortgage Participations and the Mortgage Transfer Certificates. Specifically, the Issuer will be entitled to receive all payments made in respect of the Mortgage Participations and the Mortgage Transfer Certificates for any cause by the Mortgagors of the First Drawdowns.

Specifically, the Mortgage Participations and the Mortgage Transfer Certificates confer the following rights:

- a) all amounts accrued as repayment of principal of the First Drawdowns;
- b) all amounts accrued as ordinary interest on the First Drawdowns;
- c) all amounts accrued as default interest on the First Drawdowns;
- d) all commissions contemplated in the Mortgage Loans pro rata to the amount paid by the Mortgagors in relation to the First Drawdowns;
- e) any amounts or assets obtained through legal or notarial foreclosure of the mortgages or from the sale or operation of properties adjudicated to the Issuer upon foreclosure of the mortgages, or in the provisional administration or possession of the property (under process of foreclosure), purchase at auction price or the amount calculated by the court, pro rata to the First Drawdown securitised; and
- f) all other rights and indemnities which may arise in favour of CAIXA CATALUNYA, including not only those deriving from the insurance contracts assigned by CAIXA CATALUNYA to the Issuer, but also from any ancillary rights to the Mortgage Loan pro rata to the First Drawdown securitised.

All the above rights will accrue in favour of the Issuer from the date of the Deed of Constitution of the Issuer.

The rights of the Issuer arising from the Mortgage Participations and the Mortgage Transfer Certificates are linked to the payments made by the Mortgagors against the First Drawdowns and are therefore directly affected by the evolution, delay, early repayment or any other circumstance affecting them.

Under section III.4.3. of this Folleto, any possible expenses that may be payable by CAIXA CATALUNYA arising from action of claim in the event of breach of their obligations by the Mortgagors, including action of foreclosure brought against the latter, shall be for the account of the Issuer.

On the date of the Deed of Constitution, CAIXA CATALUNYA will be the beneficiary of the damage insurance contracts taken out by the Mortgagors relating to the mortgaged properties up to the amounts insured. Through the Deed of Constitution, CAIXA CATALUNYA will formalise the assignment to the Issuer of the benefits to which it is entitled under these contracts arranged by the Mortgagors in the proportion corresponding to the First Drawdowns and will assume the obligation to make any notification which may be required in accordance with the terms of the insurance policies. Therefore the Issuer, as holder of the Mortgage Participations and the Mortgage Transfer Certificates, will receive all amounts which CAIXA CATALUNYA would have received for this item, pro rata according to the First Drawdowns securitised. In the case of those mortgaged residences that are not covered by such insurance for damages at the date of execution of the Deed of Constitution, due to expiration, cancellation or any other cause, CAIXA CATALUNYA will assume liability towards the Issuer for the economic consequences that may derive from such lack of insurance.

e) Rules for the substitution of Mortgage Participations and Mortgage Transfer Certificate initially forming the Issuer in the event of their early repayment.

a) In the event of early repayment of the Mortgage Participations or the Mortgage Transfer Certificates through the early repayment of the principal of the respective First Drawdowns, there will be no substitution of the affected Mortgage Participations or Mortgage Transfer Certificate.

b) In the event that it should be observed by CAIXA CATALUNYA or the Gestora throughout the life of the Mortgage Participations and the Mortgage Transfer Certificates, that any of them does not conform at this date to the conditions and characteristics contained in section IV.1.a) herein because the respective First Drawdown and/or the relevant Mortgage Loan does not do so, CAIXA CATALUNYA will, with prior agreement of the Gestora, immediately substitute the relevant Mortgage Participation or Mortgage Transfer Certificate subject to the following:

(1) the party, either CAIXA CATALUNYA or the Gestora, that may be first aware of the existence of an unsuitable Mortgage Participation or Mortgage Transfer Certificate, will immediately inform the other. Upon such notification CAIXA CATALUNYA will inform the Gestora in writing about the characteristics of the First Drawdowns which it proposes to assign through the issue of new Mortgage Participations and/or Mortgage Transfer Certificate with similar characteristics of maturity, interest rate, outstanding principal amount and creditworthiness, in a way that neither the financial balance of the Issuer nor its ratings as provided in section II.3 of the Folleto are affected by the substitution. Once the suitability of the underlying First Drawdown it is proposed to assign has been confirmed by the Gestora and by an independent external auditor and once the Gestora has expressly agreed to the substitution, CAIXA CATALUNYA will cancel the affected Mortgage Participation or Mortgage Transfer Certificate by cancelling the corresponding certificate and will issue one or more mortgage participations or mortgage transfer certificates in its place.

(2) Each substitution will be made by a Notarial Certificate which will contain information relating to the Mortgage Participation or Mortgage Transfer Certificate to be substituted, to the First Drawdown and to the respective Mortgage Loan, together with information relating to the new Mortgage Participation(s) or Mortgage Transfer Certificate(s) issued, providing details of the First Drawdowns and the Mortgage Loans, the reason for the substitution and the features demonstrating that both Mortgage Participations and Mortgage Transfer Certificate are of a similar character as described in the preceding paragraph. The Gestora will deliver a copy of the Notarial Document to the CNMV, Iberclear and the Governing Body of the AIAF and will notify its execution to the Rating Agencies.

c) Should it be impossible to issue a new Mortgage Participation or Mortgage Transfer Certificate with similar characteristics and suitability established in rule 1 of section b) above because the Mortgage Loans available contain differences with respect to the Mortgage Participation or Mortgage Transfer Certificate affected which are sufficiently material to have a negative impact on the financial balance of the Issuer and the rights and interests of the Bondholders in the justified opinion of the Gestora communicated to CAIXA CATALUNYA, CAIXA CATALUNYA will make the early repayment of the Mortgage Participation or Mortgage Transfer Certificate. The early

repayment will be made by cash redemption to the Issuer of the outstanding principal, accrued and unpaid interest as well as any amount which may be due to the Issuer up to that date under the Mortgage Participation or Mortgage Transfer Certificate.

f) Liquidity line in the event that the First Drawdowns in Forbearance Period exceed a given percentage of the total of the Mortgage Participations and the Mortgage Transfer Certificates

If during the first five (5) years of the issue, the Outstanding Balance of First Drawdowns in Forbearance Period divided by the total Outstanding Balance of the Mortgage Participations and the Mortgage Transfer Certificates exceeds 30% on the Determination Date prior to a Payment Date, CAIXA CATALUNYA will, within three (3) months as from that Payment Date, grant, with satisfactory terms to the Rating Agencies, a liquidity line to the Issuer for an amount equal to the sum of the interest and principal repayment not received from such First Drawdowns in Forbearance Period that exceed said ratio of 30% on the Determination Date prior to the relevant Payment Date.

Payment of the interest accrued and the outstanding principal of the liquidity line arranged in accordance with this section will be made applying the funds available on a Payment Date after meeting the payment obligations contemplated in sections 1st to 7th of the order of priority of payments contemplated in section V.5.1.B).2 of the Folleto, thus taking 8th place in said priority of payments; unless CAIXA CATALUNYA is substituted for as administrator of the mortgage loans or CAIXA CATALUNYA is substituted for as Calculation Agent of the Swap Agreement and payment of the administration fee and/or the fee of the Calculation Agent is due in the order envisaged in section V.5.1.B).2, and/or the liquidity line provided for in section V.3.4. of the Folleto is granted, in which case payment of the interest and principal of the liquidity line referred to in this paragraph will take 9th, 10th or 11th place in the order of priority contemplated in section V.5.1.B).2.

As from the fifth year of the issue, the Outstanding Balance of the First Drawdowns in Forbearance Period divided by the total Outstanding Balance of the Mortgage Participations and the Mortgage Transfer Certificates may represent the following percentages as a maximum:

- from and including the fifth (5th) until and excluding the tenth (10th) year, 35%
- from and including the tenth (10th) year until and excluding the fifteenth (15th) year, 43%
- from and including the fifteenth (15th) until and excluding the twentieth (20th) year, 53%
- from and including the twentieth (20th) until and excluding the twenty-first (21st) year, 66%
- from the twenty-first (21st) year on, 70%.

g) Refund of amounts in special circumstances

CAIXA CATALUNYA warrants that should any Mortgagor hold a credit right against CAIXA CATALUNYA and decide to exercise the right by setting off the credit against the debt derived from the First Drawdown, it will so inform the Gestora and will pay to the Issuer, by crediting to the bank account designated by the Gestora or set up for this purpose, an amount equal to the amount offset to which the Issuer would have been entitled.

h) Additional undertakings

CAIXA CATALUNYA will not issue any Securitisation Bonds, mortgage participations and/or mortgage transfer certificates which could affect the portion of the Mortgage Loans that has not been the subject of the Mortgage Participations and the Mortgage Transfer Certificates assigned to the Issuer, other than with the express authorisation of the Gestora.

CAIXA CATALUNYA will not transfer to any third party, totally or partially, nor grant a security interest over the part of the Mortgage Loans not securitised, other than with the express authorisation of the Gestora.

CAIXA CATALUNYA will fulfil the contractual obligations arising from the deeds granting the Mortgage Loans, in particular, maintaining the availability of the Mortgage Loan granted to the Mortgagor. Neither will CAIXA CATALUNYA transfer its contractual position in relation to the portion of the Mortgage Loans not securitised, other than with the express authorisation of the Gestora.

i) Fees for the management and custody of the Mortgage Loans referred to in section IV.2 below

Although CAIXA CATALUNYA is not to receive a fee for the management and custody of the Mortgage Loans, in the event that CAIXA CATALUNYA is substituted in its capacity as Administrator of the Mortgage Loans, the substitute entity will have the right to receive a management fee which will rank 7th in the priority of payments as set out in section V.5.1.B).2 of this Folleto.

If on any Payment Date the Issuer, through the Gestora, does not pay the full fee due to the substitute entity because of a lack of sufficient funds in the Treasury Account, in accordance with the priority of payments established in section V.5.1.B).2 of this Folleto, the unpaid amounts will be carried over, without penalty, to the fees which are due on the following Payment Date and will be paid on such Payment Date.

CAIXA CATALUNYA, on each Payment Date, will also have the right to the reimbursement of all extraordinary expenses it may have incurred and previously justified to the Gestora in relation to the management of the Mortgage Loans, pro rata according to the First Drawdown. Such expenses, including, inter alia, those arising in relation to mortgage foreclosures and, as appropriate, to the sale of the respective properties, will be paid provided that the Issuer has sufficient resources in the Treasury Account, and in accordance with section V.5.1.B).2 of the Folleto relating to the priority of payments.

j) Other fees and expenses

CAIXA CATALUNYA will also receive annually, as remuneration or compensation for the financial intermediation process undertaken, a subordinated and variable amount equal to the difference between the income and expenditure of the Issuer in any tax year so that any excess cashflow is extracted from the Issuer. This amount will not be a fee or consideration due for the delivery of a good or provision of a service to the Issuer, but will remunerate the financial intermediation carried out by CAIXA CATALUNYA through the issue of the Mortgage Participations and the Mortgage Transfer Certificates grouped in the Issuer.

The payments that may be made quarterly for this item on each payment date, in accordance with the priority of payments in section V.5.1.B) 2. below, will be considered as payment on account of the annual fee.

IV.2 Brief description of the structure and of the ordinary procedure for the management and custody of the Mortgage Loans, with special reference to the procedure relating to late payments and non-payments of principal or interest, early repayment, foreclosure of the mortgage, and, if necessary, amendment and re-negotiation of the Mortgage Loans.

1. Administration

CAIXA CATALUNYA, (for these purposes the “**Administrator**”), issuer of the Mortgage Participations and the Mortgage Transfer Certificates, in accordance with article 2.2 of Royal Decree 926/1998 and article 61.3 of Royal Decree 685/1982, undertakes to act as their custodian and Administrator, devoting the same time and level of skill, care and diligence that it would apply in the management of mortgage loans for which it has not issued Mortgage Participations and Mortgage Transfer Certificate, and to provide the other services described in this Folleto and included in the Deed of Constitution.

CAIXA CATALUNYA may voluntarily be substituted in the management of the Mortgage Loans provided that this is in accordance with the legislation in force from time to time, that the Gestora authorises the substitution and that a substitute has been found to replace CAIXA CATALUNYA in the duty of administration, indemnifying, in any case, the Issuer for any damage which the substitution may cause to it.

A brief description of the structure and the ordinary procedures of management and custodianship (the “**Services**”) of the Mortgage Loans regulated by the Deed of Constitution of the Issuer are contained in the following sections.

2. Duration.

The Services will be provided by CAIXA CATALUNYA until, once all the First Drawdowns have been repaid in full, all the obligations assumed by CAIXA CATALUNYA in relation to the Mortgage Participations and the Mortgage Transfer Certificates have been extinguished.

3. Subcontracts.

CAIXA CATALUNYA may subcontract any of the Services which it has undertaken to provide to the Gestora on behalf of the Issuer, except for those that may not be delegated in accordance with current legislation. Any such subcontracting may never cause an increase in the price to be paid by the Issuer, through the Gestora, to CAIXA CATALUNYA for the provision of the Services.

Any such subcontract or delegation notwithstanding, CAIXA CATALUNYA will not be exempted or released by such subcontract or delegation from any of the liabilities it assumes under the Deed of Constitution.

4. Responsibility of CAIXA CATALUNYA as Administrator.

CAIXA CATALUNYA will act as custodian and Administrator of the Mortgage Loans with due diligence and will be liable to the Issuer, through the Gestora, for any damage which may arise out of its negligence.

CAIXA CATALUNYA will indemnify the Issuer, through the Gestora, for any damage, loss or expense which the Issuer may have incurred due to the breach of CAIXA CATALUNYA's custody and/or management duties in relation to the Mortgage Loans.

CAIXA CATALUNYA will assume no liability for default in payment of the Mortgage Participations and/or the Mortgage Transfer Certificates arising from default in payment by the Mortgagors of the First Drawdowns, whether of principal, of interest or of any other amount that said Mortgagors may owe under the First Drawdowns. Neither will it assume in any other way responsibility for guaranteeing directly or indirectly the successful outcome of the transaction, it will grant no guarantees nor sureties and will not enter into any agreements for the repurchase of the Mortgage Participations and/or the Mortgage Transfer Certificates except for those that do not fulfil the representations and warranties contained in section IV.1.a) of this Folleto and in accordance with the provisions of the Folleto.

5. Delivery and deposit of the Mortgage Participations and the Mortgage Transfer Certificates.

The Mortgage Participations and the Mortgage Transfer Certificates issued by CAIXA CATALUNYA and represented by registered securities in the name of the Issuer will remain deposited in CAIXA CATALUNYA. Said deposit will be made free of charge for the benefit of the Issuer in such a way that CAIXA CATALUNYA will keep the custody of the Mortgage Participations and the Mortgage Transfer Certificates deposited following the instructions of the Gestora.

6. Custody of deeds, documents and files.

The Administrator will keep all the deeds, documents and computerised registers relating to the First Drawdowns, the Mortgage Loans and, as may be the case, the damage insurance policies formalized by the Mortgagors, in safe custody and will not part with their possession, custody or control without the prior written consent of the Gestora unless a document is requested from it to initiate proceedings for the foreclosure of a Mortgage Loan.

The Administrator will grant to the Gestora or the auditors of the Issuer, duly authorised by the Issuer for this purpose, reasonable access, at all times, to the aforesaid deeds, documents and registers. Likewise, upon the request of the Gestora, the Administrator will grant, within four (4) Business Days following such request and free of charge, a copy or photocopy of any of the aforesaid deeds and documents.

The Administrator waives in all cases any privileges which the law confers to it in its capacity as collection agent of the Issuer and depository of the Mortgage Loan agreements and the respective Mortgage Participations and Mortgage Transfer Certificates and, in particular, it waives those privileges contained in Articles 1730 and 1780 of the Civil Code and 276 of the Commercial Code.

7. Collection.

CAIXA CATALUNYA, as collection agent, will receive on behalf of the Issuer the amounts of principal and interest relating to the First Drawdowns paid by the Mortgagors, as well as any other item including fees and the insurance contracts assigned to the Issuer and CAIXA CATALUNYA will pay into the Treasury Account amounts owed to the Issuer under section IV.1.(d), immediately and, in any case, within forty-eight (48) hours after it has received them for the account of the Issuer.

Likewise, CAIXA CATALUNYA will pay into this Account, within the same period, the amounts that it receives, as the case may be, from the Mortgagors for early repayment of the First Drawdowns that are owed to the Issuer on the terms set out in section IV.1.(d).

The Administrator will apply equal diligence and the same claim procedure for due but unpaid sums of the First Drawdowns as if other loans in its portfolio were concerned. In the event of breach of obligations by the Mortgagors, and specifically in the event of default on the payments by the Mortgagors relating to the First Drawdowns, the Administrator will apply the usual measures for such circumstances.

In addition, CAIXA CATALUNYA is obliged to inform the Gestora on a daily basis and on behalf of the Issuer of any non-payments, any early repayments and any fluctuations in interest rates and to promptly advise the Gestora of any payment requirements, judicial proceedings or other circumstances that may affect the Mortgage Loans. CAIXA CATALUNYA will also make available to the Gestora all such documentation regarding the First Drawdowns and the Mortgage Loans as the latter may request and, in particular, all documentation necessary for the initiation by the Gestora of any judicial proceedings.

a) Enforcement against the Mortgagors

The Administrator will generally commence mortgage foreclosure if, during a period of six (6) months the Mortgagor of a First Drawdown who has defaulted its payment obligations fails to resume payments to the Administrator and the Administrator, with the consent of the Gestora, does not reach a settlement satisfactory to the interest of the Issuer. The Administrator will, in any case, commence foreclosure immediately if the Gestora, on behalf of the Issuer, considers this appropriate after analysing the specific circumstances of the case.

In the case of a breach of payment of principal or interest of a Mortgage Participation or Mortgage Transfer Certificate due to non-payment by the Mortgagor, the Gestora, acting on behalf of the Issuer, will be able to exercise the following rights contained in article 66 of Royal Decree 685/1982 amended by Royal Decree 1289/1991, and which also are applicable to the Mortgage Transfer Certificates in accordance with Article 18 of Law 44/2002:

- (i) Compel the Administrator to commence foreclosure of the mortgage.
- (ii) Share the same rights with CAIXA CATALUNYA, as issuer of the Mortgage Participations and the Mortgage Transfer Certificates, in the foreclosure which CAIXA CATALUNYA pursues against the Mortgagor, appearing for this purpose in any foreclosure proceedings commenced by CAIXA CATALUNYA and sharing in the auction price pro rata to its participation in the foreclosed Mortgage Loan.
- (iii) If CAIXA CATALUNYA does not commence foreclosure proceedings within sixty (60) calendar days from the notarial intimation demanding payment of the debt, the Gestora, for and on behalf of the Issuer, will be authorised to initiate foreclosure proceedings of the Mortgage Loan in the amount corresponding to the percentage of its participation, for both principal and interest and CAIXA CATALUNYA must issue a certificate with the existing balance of the Mortgage Loan for the purposes of article 517 of Law 1/2000 on Civil Procedures (*Ley de Enjuiciamiento Civil* – hereinafter “**LEC**”).
- (iv) Should the proceedings pursued by CAIXA CATALUNYA be suspended, the Issuer, duly represented by the Gestora, as co-owner of the mortgage right, may be subrogated in the place of CAIXA CATALUNYA and continue the foreclosure proceedings, without the need to wait for the necessary period to elapse.

In the cases in (iii) and (iv) above, the Gestora, for and on behalf of the Issuer, may request the competent Judge to initiate or continue the respective mortgage foreclosure procedure, filing together with its complaint the original Mortgage Participation or Mortgage Transfer Certificate, the notarial intimation referred to in section (iii) above and the registry certificate of inscription and existence of the mortgage.

If legally required, and for the purposes of Part IV, Book III of the LEC, CAIXA CATALUNYA will grant an irrevocable power of attorney in the Deed of Constitution, as sufficiently wide and sufficient as necessary by law, so that the Gestora, acting for and on behalf of CAIXA CATALUNYA, may demand payment of the debt, via notary, from the Mortgagor of any of the First Drawdowns.

The Gestora, for and on behalf of the Issuer, as owner of the Mortgage Participations and the Mortgage Transfer Certificates, may likewise share in the rights with CAIXA CATALUNYA in the foreclosure proceedings and thus may, in the terms contained in Part IV, Book III of the LEC, request the adjudication of the mortgaged property in payment of its credit. The Gestora will proceed with the sale of the adjudicated property as soon as possible in market conditions.

In any case, the proceeds from the foreclosure of the mortgage which secures a Mortgage Loan will be owed to the Issuer proportionately to the First Drawdown which has given rise to the corresponding Mortgage Participation or Mortgage Transfer Certificate. Thus, CAIXA CATALUNYA will recognise, if legally required, in the Deed of Constitution of the Issuer that the proceeds from a foreclosure proceeding of a Mortgage Loan corresponding to the First Drawdown will belong to the Issuer.

b) Right of action against the Administrator

The Gestora, for and on behalf of the Issuer, will have a right of action against the Administrator to enforce the maturities of the Mortgage Participations and the Mortgage Transfer Certificates for principal and interest when the breach of the payment obligations thereunder is not the result of non-payment by the Mortgagors of the First Drawdowns.

Once the First Drawdowns have been repaid, the Issuer, through the Gestora, will maintain its rights of action against the Administrator until its obligations have been fulfilled.

8. Determination of Interest Rates.

The Administrator will continue to determine the floating interest rates for the First Drawdowns in accordance with the terms established in the corresponding Mortgage Loans, and will issue the communications and notifications required for this purpose in the respective contracts.

9. Advance of Funds.

CAIXA CATALUNYA will never make an advance of any amount which has not been previously received from the Mortgagors in respect of principal, interests, early repayment or others, arising from the First Drawdowns.

10. Decrease of Appraisal Value

If at any time the Administrator has actual knowledge that, for any reason, the value of a mortgaged property that secures a Mortgage Loan has decreased by more than 20% in comparison with the initial appraisal value determined in the Mortgage Loan agreement, it may request the Mortgagor the extension of the Mortgage to other goods, so they will be sufficient to cover the required relation between the value of the said good and the loan that guaranties. If the Mortgagor, within two months after being required to extend the mortgage (i) does not do it (ii) nor refunds the part of the loan exceeding the amount calculated by means of applying to the aforementioned value the percentage applied to determine the initial amount, the Administrator may terminate the Mortgage Loan agreement in accordance with the terms of that agreement, provided that the Administrator considers that non-termination of the agreement may be detrimental to the interests of the Issuer and gives reasoned notice to that effect to the Gestora in advance.

11. Insurance of properties.

The Administrator will not do or omit to do anything that may cause the cancellation of any property insurance policy arranged by the Mortgagors or that would reduce the amount to be paid on any claim thereunder. The Administrator will use its best efforts and will always exercise the rights granted by such policies or the Mortgage Loan in order to maintain in force and with full effect each insurance for damage policy (or any other policy which provides the same cover) in relation to each Mortgage Loan and the respective property.

The Administrator, in the case of loss, must co-ordinate the process for claiming compensation under the insurance for damages policies in accordance with the terms and conditions of the Mortgage Loans and the insurance for damage policies.

12. Information.

The Administrator will periodically inform the Gestora of the compliance level of the Mortgagors with the obligations arising under the Mortgage Loans, the compliance by the Administrator with the obligation to pay in the amounts received relating to the First Drawdowns and the actions taken in the case of default and the enforcement of guarantees.

The Administrator must prepare and deliver to the Gestora any additional information relating to the First Drawdowns and the Mortgage Loans or the rights arising thereunder that the Gestora may reasonably request.

13. Subrogation of of the Mortgagor.

The Administrator will be authorised to allow substitutions of the Mortgagor under the Mortgage Loan agreements, only in those cases in which the characteristics of the new mortgagor are similar to those of the previous mortgagor and conform to the criteria contained in the Memorandum regarding the Overall Lending Policies described in section IV.3 and provided that the expenses arising from this modification are fully paid by the Mortgagors. The Gestora may partially or totally limit or impose conditions on this authority of the Administrator if such a substitution may negatively impact the ratings assigned to the Securitisation Bonds by the Rating Agencies.

Also, the Mortgagor may request the subrogation of CAIXA CATALUNYA in the Mortgage Loans in accordance with the terms of Law 2/1994 on Subrogation and Changes in Mortgage Loans. The subrogation of a new creditor in the Mortgage Loan and the subsequent payment of the due amount will produce the early repayment of the respective Mortgage Participation or Mortgage Transfer Certificate.

14. Authorities and acts relating to procedures to renegotiate the Mortgage Loans.

The Administrator will not be able to cancel voluntarily the mortgages subject of the Mortgage Participations and the Mortgage Transfer Certificates for any reason other than the payment of the Mortgage Loan, waive or make settlement over the mortgages, remit, either totally or partly, the First Drawdowns or extend them, nor generally do anything that may reduce the ranking, the legal validity or the economic value of the mortgage or the Mortgage Loans, although the Administrator will attend to the requests of the Mortgagors with the same diligence and procedure as if other non-securitized mortgage loans were concerned.

Notwithstanding the above, the Gestora may, in exceptional circumstances, instruct the Administrator or authorise it in advance to agree with the borrower, on the terms and conditions that it considers appropriate, a novation for the amendment of the Mortgage Loan in question.

The Administrator, on its own initiative and without a request from the Mortgagor, will never be able to commence renegotiations of the interest rate from which a reduction of the interest rate applicable to a Mortgage Loan may ensue.

The Gestora authorises the Administrator to renegotiate the interest rate applicable to the Mortgage Loans at the Mortgagors' request, subject to the following requirements:

- (a) The Administrator will renegotiate the interest rate of the Mortgage Loans to a rate considered a market rate and not different from the rate applied by the Administrator in the renegotiation of loans and credit facilities it grants. For these purposes, a

market interest rate will be considered as the interest offered by credit institutions in the Spanish market for loans and credits in an amount and other conditions which are substantially similar to those of the Mortgage Loans.

- (b) In no circumstance will the renegotiation of the applicable interest rate result in a change to a floating interest rate or index different from the interest rates or indices used by the Administrator in the mortgage credits and loans it grants.

The date of the final maturity or last repayment of the Mortgage Loans may be postponed although the Administrator may never make on its own initiative any change in that date that may extend the term. The Administrator must always act in connection with such extension considering the interests of the Issuer. In any event, the new date of final maturity or last repayment may not be later than December 31, 2034, the Final Repayment Date of the Issuer.

The Gestora, on behalf of the Issuer, may at any time cancel, suspend or modify the authorisation and the requirements for renegotiation by the Administrator which are contained in this section. In any event, any renegotiation of Mortgage Loans must be undertaken and decided taking the Issuer's interests into account, and it will only affect the Fund the consented by the Gestora

In the cases of renegotiation of the Mortgage Loan(s) or of their maturities, the Administrator will communicate punctually in writing to the Gestora, for each Mortgage Loan, the conditions resulting from the renegotiation of the Loan.

The corresponding deeds of novation of the renegotiated Mortgage Loans will be kept in custody by CAIXA CATALUNYA in accordance with the terms of section IV.2.6 of this Folleto.

IV.3 Brief description of the overall policy of the Originator of the Mortgage Participations and the Mortgage Transfer Certificates for the granting of Mortgage Loans and the conditions for their origination.

IV.3.1 Description of the procedure established by the Originator for the origination of Mortgage Loans

(I) Criteria for the granting of Mortgage Loans.

CAIXA CATALUNYA's internal procedures for granting "**Créditos Totales Primera Vivienda**" are based on the same principles of performance, handling and analysis of information as the internal rules for decision-making and the granting of mortgage loans and credits in general.

(II) Level of Authorisation of Loans.

The negotiation of credit transactions in general is normally carried out by branches of CAIXA CATALUNYA. However, sometimes in specific transactions involving a major volume with large groups or companies, the economic terms, and even the transaction itself, are agreed directly with the Regional Management (Direcciones Territoriales) or even from Central Departments.

Two criteria are considered in the negotiation of a credit transaction: its price (interest rate and commissions) and its risk.

CAIXA CATALUNYA has a range of financial products to meet the demand for credit transactions secured both by collateral and by security interest. Each product has specific economic conditions depending on the guarantee furnished and the use of the proceeds of the financing.

Various co-operation agreements have been arranged with unions, groups, associations, etc. in order to procure group credit transactions.

1. Application for credit.

The Mortgage Loan procedure starts with a personal interview with the applicant. At this time, a pre-analysis of the transaction is undertaken,

informing the applicant of the terms and conditions of the mortgage loan or credit and the necessary documentation for the process, associated costs, etc.

Once this first phase is complete, the actual process of opening the credit file starts by entering the transaction in the computer system (Mortgage Loan applications).

Chronologically, the different steps to be carried out are the following: Processing, Decision (Approval, Rejection, Cancellation), Pre-origination and Origination.

All documentation furnished by the client and generated internally relating to the granting of the loan or credit will be placed in the client's credit file:

Internal documentation

- Credit application. Apart from the information relating to the credit application, a declaration of the borrower's assets will be attached.
- Report with the office's proposal. A document in which the situation of the applicant is analysed and approval or rejection is suggested.
- List of risks. This list is compiled automatically when the transaction is opened. The financial standing of the client appears here: assets, liabilities, RAI (Registro de Asociaciones Impagadas), ASNEF (Asociación Nacional de Entidades Financieras), CIRBE (Central de Información de Riesgos del Banco de España). This information is required about each of the participants in the transaction whether they are borrowers or guarantors.

The information from this internal documentation is completed with information from other sources:

- Movements in accounts (composition/characteristics of credits and debits, intervals, diversification, origin, peak/average level of balances, etc.).
- Analysis of credit background as borrower or surety of risks with the Bank.

External documentation

- Income receipts: IRPF return (*Spanish Personal Income Tax*) (or equivalent) and photocopy of the latest pay slip.
- Justification of the use of the investment.
- Appraisal of the property to be mortgaged, carried out by an authorised appraisal institution.
- Registry checks of the property to be mortgaged in which the ownership of the property will be checked as well as any charges and liens over it.
- Damage insurance policy.
- Commercial information from specialised agencies. On the basis of the knowledge of the client.
- Registry checks of the property values. Of the most representative properties.

2. Appraisal.

As a result of the contents of Royal Decree 1289/1991, financial institutions must ensure that the assets to be mortgaged are appraised by independent companies duly registered in the Official Register of the Bank of Spain.

Under Ministerial Order of November 30th 1994, CAIXA CATALUNYA may only use Appraisal Companies for appraising properties. At the date of verification of this Folleto, five such appraisal companies are authorised to appraise properties to secure mortgage loans granted by CAIXA CATALUNYA and they are all duly registered in the Register of the Bank of Spain.

Prior to the above Ministerial Order, CAIXA CATALUNYA used a defined group of architects and technical architects for appraising properties.

3. Insurance.

An essential legal requirement is that the residence or asset to be mortgaged must be covered by insurance for damages.

In all mortgage transactions a damage policy is required. The amount to be covered by the policy must necessarily match the appraisal value of the property to be mortgaged, deducting the value of the land.

CAIXA CATALUNYA also advises its clients to arrange an insurance policy for repayment of the credit and loan amounts in case of the mortgagor's death, but this is only obligatory if the results of the transaction analysis show it to be necessary.

4. Authorities of Approval

With regard to the final decision making on the transactions, CAIXA CATALUNYA allocates authorities which vary according to the centre making the decision. Thus, the powers of approval are distributed among Offices, Regional Management (Direcciones Territoriales) and Central Departments. A favourable opinion must always be issued by the previous body before seeking a favourable decision from a higher body.

5. Approval criteria

The most relevant aspects of the analysis of a transaction are described generally below, on the understanding that according to the case, some of these aspects may have to be examined in further depth, or different aspects may be analysed not mentioned here as they are not usual.

Analysis of the applicant

- Personal and family situation.
- Previous history in CAIXA CATALUNYA and credit history of the client (time as a client, creditworthiness, links, etc).
- Stability of employment.
- Capacity of indebtedness.
- Wealth.

Analysis of the property to be mortgaged:

- Study of the appraisal, particularly checking if there are any warnings or conditions. Aspects such as the type of residence, age of the property, location, distribution, finishings, orientation should also be considered.
- Study of the registry checks, checking areas, ownership, charges, etc.

Once the analysis of the above aspects is complete, a decision will be taken whether to approve or reject the transaction. CAIXA CATALUNYA may also, on the basis of the percentage of the financing and of the employment situation of the applicant, request sufficient supplementary guarantees to be provided: guarantors, deposits, etc., in order to approve the transaction.

6. Procedures for the Origination and Payment of credit transactions secured by a mortgage.

Documentation required for the Origination

Approval of the transaction:	<p>The approval of the transaction is carried out by computer to obtain the data necessary to draw up the agreements.</p> <p>The level of authority for originating the mortgage loan varies according to the amount of the transaction. For amounts over 4.5 million euro, a specific approval certificate, issued by the decision-taking body, is required.</p>
Draft to provide to the Notary:	<p>The Legal Department (Asesoría Jurídica) of CAIXA CATALUNYA is responsible for a data base containing all the drafts available for originating transactions with mortgage.</p>
Binding offer:	<p>In the cases required by the Transparency Law (<i>Ley de Transparencia</i>).</p>
Damage policy:	<p>An insurance policy covering damages is required in all transactions secured by mortgage. The policy must cover an amount coinciding with the appraisal value of the property to be mortgaged, except for the value of the land.</p>
Registry checks:	<p>In mortgage transactions, a copy of the Registry checks carried out by CAIXA CATALUNYA is necessary, and, if appropriate, a report by the Legal Department of CAIXA CATALUNYA in the case that there are complicated charges or prior deeds which cause certain problems.</p> <p>In any case, the mortgage of CAIXA CATALUNYA must always be a first mortgage.</p> <p>CAIXA CATALUNYA always requires the Notary to fulfil the obligation to check charges with the Property Register.</p>
Provision of funds of the agent:	<p>Each office has an agent assigned to it. The agent will be responsible for holding a provision of funds for the origination costs of the deeds for the credit transaction and the prior checks. These costs include notarial and agent's fees, taxes and the Property Register.</p>

Signing of the Public Deed

One or two Notaries are assigned to each office, according to the locality.

The office managers have the authority to appear in the name of the institution and sign the deeds of mortgage loan. From this time, the office begins to settle the transaction.

The agent assigned to the office will be responsible for controlling by computer the delivery of simple copies (*copias simples*) and first copies (*primera copias*) and for monitoring the registration process of the mortgage. The system will check the delivery times of the deeds and if there are any registration problems.

IV.3.2 Statistical information on the evolution of the portfolio of mortgage loans (Créditos Totales Primera Vivienda) of CAIXA CATALUNYA in relation to the following:

delinquencies, prepayments in the portfolio of mortgage loans and use of forbearance periods.

The following table shows the historical evolution of delinquency (defined as a mortgage loan in default with debts in arrear for more than three months or in litigation) of the investment made by CAIXA CATALUNYA in "Crédito Total Primera Vivienda" mortgage loans.

Delinquencies of "Crédito Total Primera Vivienda" mortgage loans (%)

	Jan	Feb	Mar	Apr.	May	Jun	July	Aug	Sept	Oct	Nov	Dec
1997	0,00	0,00	0,02	0,03	0,18	0,24	0,19	0,19	0,23	0,27	0,26	0,29
1998	0,29	0,37	0,40	0,39	0,41	0,42	0,44	0,47	0,52	0,54	0,56	0,58
1999	0,65	0,76	0,75	0,78	0,86	0,85	0,85	0,87	0,88	0,95	0,95	0,93
2000	0,95	0,95	0,89	0,83	0,85	0,83	1,03	1,00	0,99	1,00	0,97	0,95
2001	0,98	0,96	0,92	0,90	0,87	0,88	0,97	0,99	1,01	0,99	0,99	0,90
2002	0,95	0,92	0,91	0,84	0,84	0,77	0,73	0,73	0,78	0,85	0,80	0,75
2003	0,71	0,68	0,67	0,65	0,63	0,71	0,68					

The above table includes data on the delinquency of drawdowns as a whole.

The following table shows the evolution over the last four years of the portfolio of Créditos Total Primera Vivienda, stating the prepayment rate corresponding to the month on the historical maximum of the portfolio per year of origination:

	Prepayment Rate per Year of Origination (Annual Percentage Rate)						
	1996	1997	1998	1999	2000	2001	2002
30/06/96	0.00%						
31/07/96	0.00%						
31/08/96	0.05%						
30/09/96	0.21%						
31/10/96	1.97%						
30/11/96	0.74%						
31/12/96	3.14%						
31/01/97	1.19%						
28/02/97	1.82%	0.14%					
31/03/97	2.77%	0.21%					
30/04/97	4.25%	0.29%					
31/05/97	4.61%	0.56%					
30/06/97	2.86%	1.05%					
31/07/97	4.20%	0.98%					
31/08/97	1.83%	1.10%					

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	Prepayment Rate per Year of Origination (Annual Percentage Rate)						
	1996	1997	1998	1999	2000	2001	2002
30/09/97	2.21%	0.83%					
31/10/97	6.93%	4.21%					
30/11/97	5.41%	1.48%					
31/12/97	5.98%	2.02%					
31/01/98	6.25%	2.89%					
28/02/98	6.97%	3.65%	0.12%				
31/03/98	3.50%	3.45%	0.63%				
30/04/98	4.65%	2.89%	0.74%				
31/05/98	5.69%	2.95%	0.92%				
30/06/98	5.88%	3.31%	1.44%				
31/07/98	9.13%	3.09%	1.63%				
31/08/98	3.49%	2.09%	1.27%				
30/09/98	4.47%	3.15%	1.24%				
31/10/98	5.52%	5.04%	2.13%				
30/11/98	10.30%	4.79%	1.68%				
31/12/98	8.19%	6.59%	2.69%				
31/01/99	4.27%	5.48%	2.70%				
28/02/99	7.08%	5.79%	2.39%	0.20%			
31/03/99	7.47%	7.04%	3.02%	0.19%			
30/04/99	8.20%	6.79%	4.39%	0.31%			
31/05/99	6.17%	8.10%	4.22%	0.66%			
30/06/99	7.39%	9.26%	5.98%	0.50%			
31/07/99	10.11%	7.01%	5.13%	0.70%			
31/08/99	6.65%	3.57%	2.17%	0.62%			
30/09/99	6.16%	6.58%	2.57%	0.99%			
31/10/99	9.58%	7.00%	5.98%	2.31%			
30/11/99	9.40%	7.89%	5.82%	1.50%			
31/12/99	9.73%	7.07%	7.07%	3.27%			
31/01/00	7.00%	5.08%	4.34%	3.08%			
29/02/00	9.61%	8.79%	5.71%	2.12%	0.58%		
31/03/00	5.68%	6.38%	6.09%	3.71%	0.37%		

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	Prepayment Rate per Year of Origination (Annual Percentage Rate)						
	1996	1997	1998	1999	2000	2001	2002
30/04/00	5.16%	5.92%	4.24%	4.57%	0.72%		
31/05/00	7.52%	6.54%	6.22%	2.41%	0.93%		
30/06/00	8.53%	7.48%	4.63%	2.99%	1.90%		
31/07/00	6.76%	6.80%	7.78%	5.20%	2.38%		
31/08/00	3.06%	4.07%	2.71%	2.25%	1.99%		
30/09/00	4.65%	4.40%	3.78%	3.11%	1.27%		
31/10/00	6.12%	6.26%	4.25%	3.42%	2.67%		
30/11/00	3.45%	4.59%	6.92%	4.82%	2.43%		
31/12/00	6.05%	5.64%	6.28%	3.93%	2.40%		
31/01/01	5.35%	5.84%	5.95%	3.46%	2.12%		
28/02/01	6.64%	6.12%	4.81%	4.15%	2.89%	0.38%	
31/03/01	8.72%	8.13%	8.18%	6.50%	5.26%	0.97%	
30/04/01	7.95%	8.29%	7.55%	6.02%	4.97%	1.27%	
31/05/01	6.90%	8.36%	9.05%	6.66%	4.31%	1.00%	
30/06/01	6.63%	8.53%	8.76%	8.60%	6.12%	1.34%	
31/07/01	7.40%	8.60%	10.56%	7.55%	4.62%	2.45%	
31/08/01	2.57%	4.21%	6.27%	5.42%	3.21%	1.23%	
30/09/01	5.96%	5.92%	4.43%	5.47%	3.43%	1.34%	
31/10/01	7.20%	9.06%	9.49%	8.96%	7.09%	3.90%	
30/11/01	4.46%	9.87%	8.11%	8.84%	7.25%	3.01%	
31/12/01	6.57%	8.83%	11.13%	7.01%	10.26%	3.66%	
31/01/02	6.25%	9.46%	7.41%	7.79%	7.82%	5.35%	
28/02/02	9.50%	9.57%	9.93%	11.24%	8.80%	2.90%	1.13%
31/03/02	9.59%	12.91%	10.95%	11.08%	9.41%	5.61%	0.62%
30/04/02	6.74%	9.15%	9.53%	9.25%	9.73%	5.74%	2.44%
31/05/02	7.44%	9.94%	9.89%	11.40%	7.86%	6.86%	1.97%
30/06/02	22.78%	17.50%	16.78%	13.38%	10.94%	5.36%	1.92%
31/07/02	24.70%	18.82%	16.98%	15.89%	12.34%	4.08%	4.42%
31/08/02	8.23%	8.13%	8.80%	9.18%	6.66%	4.83%	1.77%
30/09/02	10.84%	10.41%	9.94%	11.17%	8.69%	3.43%	1.45%
31/10/02	18.40%	13.42%	14.57%	14.63%	12.15%	6.33%	2.16%

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	Prepayment Rate per Year of Origination (Annual Percentage Rate)						
	1996	1997	1998	1999	2000	2001	2002
30/11/02	23.13%	14.18%	15.75%	15.09%	10.96%	9.26%	3.73%
31/12/02	21.95%	17.50%	14.51%	13.43%	11.35%	7.44%	3.33%
31/01/03	13.58%	13.85%	13.31%	12.03%	11.45%	7.67%	4.06%
28/02/03	21.79%	16.06%	14.19%	15.26%	13.47%	9.23%	2.98%
31/03/03	25.80%	17.88%	18.51%	15.33%	14.92%	12.53%	4.25%
30/04/03	28.52%	20.16%	15.80%	16.07%	14.83%	12.62%	3.94%
31/05/03	24.38%	17.52%	16.81%	15.00%	15.54%	13.55%	5.37%

Historical levels of use of Forbearance Periods and present situation of transactions in which it has been requested.

Forbearance Periods, as described in section IV.1 above, consist of periods of grace for the repayment of capital and payment of interest on the First Drawdowns of the Mortgage Loans. Interest accrued during forbearance periods is capitalised.

The initial maximum amount of the Mortgage Loan may not be exceeded as the result of the interest capitalised during a forbearance period. If after the forbearance period has been granted, an increase in the reference interest rate causes the maximum amount to be exceeded, then the length of the forbearance period will be reduced by the necessary time so that the maximum limit is not exceeded.

Forbearance periods may only be granted on five occasions. No forbearance period may be for more than 12 months and the total length of all the forbearance periods granted may not exceed 36 months.

CAIXA CATALUNYA will deny forbearance periods in any of the following circumstances:

- The mortgagor has not paid on maturity (without accruing default interest) the 12 repayment instalments prior to the application for the forbearance period.
- The mortgagor is in arrear with regard to any other transactions he has with CAIXA CATALUNYA or with any other entity;
- Any of the causes of termination and accelerated maturity contained in the agreement has occurred and CAIXA CATALUNYA does not terminate the loan in advance.
- The mortgaged residence is sold and the purchaser is subrogated in the loan granted.

On granting a forbearance period, CAIXA CATALUNYA will determine the amount of the new monthly invoice, considering the amount of interest capitalised during the forbearance period and the lesser number of instalments until maturity.

Number of Forbearance Periods requested: 4,102 (from June 1997).	
Number of transactions affected by Forbearance Periods:	3,706
Number of Forbearance Periods ended:	3,741
Number of Forbearance Periods existing:	361

Comparing the volume of First Drawdowns in Forbearance Periods applied for until June 2nd 2003 with the number of transactions of the Crédito Total Primera Vivienda product, the percentage of the former is 7.44% (3,706 out of 49,828 transactions).

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The following table sets out the distribution of First Drawdowns in Forbearance Periods according to their length.

Length of the Forbearance Period	Number of transactions
One month.	261
Two months.	765
Three months.	933
Four months	628
Five months.	409
Six months.	410
Seven months	233
Eight months.	84
Nine months	71
Ten months.	49
Eleven months.	35
Twelve months.	224
Total First Drawdowns in Forbearance Periods	4,102

The following table provides information on the status, at the date of verification of this Folleto, of drawdowns for which the forbearance period has been granted and has ended.

Number of Forbearance Periods ended	Status of the First Drawdown	Objective situation
1,708	In force	No payments in arrear
210	In force	Invoice in arrear for less than 3 months
15	In force	Doubtful for arrears of more than 3 months
1	In force	Doubtful for arrears of over 1 year
1,788	Cancelled	
5	In litigation	Amounts in arrear for more than 3 months (litigation with date of complaint)
14	In litigation	Amounts in arrear for more than 1 year (litigation with date of complaint)
Total= 3,741		

IV.4 Description of the provisional portfolio of first drawdowns of mortgage loans (Créditos Totales Primera Vivienda) securitised through the Mortgage Participations and the Mortgage Transfer Certificates grouped in the Issuer.

a) Number of first drawdowns and amount pending maturity at August 28, 2003

Participations and Mortgage Transfer Certificates to be subscribed by the Issuer is made up of 11,709 first drawdowns of the same number of mortgage loans, whose outstanding balance at August 28, 2003 was 970,470,578 Euro.

b) Maximum, minimum and average value of the principal of the first drawdowns.

The outstanding balance of the first drawdowns at August 28, 2003 was in the range of 25,016 and 484,918 Euro, with the average value of 82,882 Euro.

The following table shows the distribution of the outstanding balance of the first drawdowns in intervals of twenty (25,000) Euro.

First drawdown portfolio as at August 28, 2003 First drawdown classification by outstanding balance						
Interval of principal (Euro)	First drawdowns		Original balance		Outstanding balance	
	Number	(%)	Amount (Euro)	(%)	Amount Euro	(%)
25,001 <= x < 50,000	2,088	17.83	101,149,018	9.73	83,257,821	8.58
50,001 <= x < 75,000	3,354	28.64	230,434,395	22.17	209,293,856	21.57
75,001 <= x < 100,000	3,128	26.71	287,050,345	27.62	272,479,272	28.08
100,001 <= x < 125,000	1,853	15.83	213,489,291	20.54	205,627,267	21.19
125,001 <= x < 150,000	803	6.86	112,619,966	10.84	109,092,908	11.24
150,001 <= x < 175,000	269	2.3	44,787,252	4.31	43,206,274	4.45
175,001 <= x < 200,000	105	0.9	20,034,306	1.93	19,383,151	2
200,001 <= x < 225,000	39	0.33	8,616,507	0.83	8,225,902	0.85
225,001 <= x < 250,000	20	0.17	4,934,309	0.47	4,737,676	0.49
250,001 <= x < 275,000	19	0.16	5,143,999	0.49	4,947,314	0.51
275,001 <= x < 300,000	12	0.1	3,884,452	0.37	3,437,661	0.35
300,001 <= x < 325,000	6	0.05	1,980,357	0.19	1,863,313	0.19
325,001 <= x < 350,000	6	0.05	2,051,732	0.2	1,979,886	0.2
350,001 <= x < 375,000	1	0.01	360,000	0.03	355,804	0.04
375,001 <= x < 400,000	1	0.01	390,000	0.04	383,588	0.04
400,001 <= x < 425,000	1	0.01	430,000	0.04	407,605	0.04

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425,001	<= x < 450,000	3	0.03	1,340,257	0.13	1,306,362	0.13
475,001	<= x < 500,000	1	0.01	496,400	0.05	484,918	0.05
Total:		11,709	100.0%	1,039,192,586	100.0%	970,470,578	100.0%

c) Maximum, minimum and average original balances of the first drawdowns.

The original balances of the first drawdowns of the provisional portfolio were granted for amounts ranging from a minimum of 25,844 Euro to a maximum 496,400 Euro. The average original balance of the portfolio is 88,752 Euro.

The following table provides statistical information on the first drawdowns in intervals of twenty five thousand (25,000) Euro.

First drawdown portfolio as at August 28, 2003 Classification by original balance						
Interval of principal (Euro)	First drawdowns		Original balance		Outstanding balance	
	Number	(%)	Amount (Euro)	(%)	Amount (Euro)	(%)
25,001 <= x < 50,000	1,361	11.62	56,817,472	5.47	51,019,078	5.26
50,001 <= x < 75,000	3,278	28	205,662,427	19.79	188,623,066	19.44
75,001 <= x < 100,000	3,424	29.24	298,610,522	28.73	281,013,054	28.96
100,001 <= x < 125,000	2,055	17.55	227,938,173	21.93	217,762,281	22.44
125,001 <= x < 150,000	953	8.14	129,371,807	12.45	122,548,867	12.63
150,001 <= x < 175,000	353	3.01	56,737,271	5.46	52,507,195	5.41
175,001 <= x < 200,000	132	1.13	24,416,414	2.35	22,237,524	2.29
200,001 <= x < 225,000	55	0.47	11,571,602	1.11	10,385,598	1.07
225,001 <= x < 250,000	31	0.26	7,300,337	0.7	6,135,261	0.63
250,001 <= x < 275,000	26	0.22	6,841,044	0.66	5,858,208	0.6
275,001 <= x < 300,000	11	0.09	3,149,016	0.3	2,881,345	0.3
300,001 <= x < 325,000	10	0.09	3,121,848	0.3	2,542,861	0.26
325,001 <= x < 350,000	9	0.08	3,037,435	0.29	2,902,684	0.3
350,001 <= x < 375,000	3	0.03	1,078,810	0.1	903,049	0.09
375,001 <= x < 400,000	1	0.01	390,000	0.04	383,588	0.04
425,001 <= x < 450,000	4	0.03	1,744,478	0.17	1,401,490	0.14
450,001 <= x < 475,000	2	0.02	907,528	0.09	880,512	0.09
475,001 <= x < 500,000	1	0.01	496,400	0.05	484,918	0.05
Total:	11,709	100.0%	1,039,192,586	100.0%	970,470,578	100.0%

d) Actual rate of interest applicable at the date of verification of this Folleto: maximum, minimum and average interest rates on the first drawdowns.

All first drawdowns of the mortgage loans which form the provisional portfolio have a floating interest rate. The nominal interest rates applicable to the first drawdowns of the mortgage loans on August 28, 2003 are in the range 3.00% to 6.50% and the weighted average nominal interest rate for the outstanding principal is 4.80%.

The following table shows the distribution of the first drawdowns of the mortgage loans in intervals of 0.25% of the current nominal interest rate.

First drawdown portfolio as at August 28, 2003						
Classification by interest rate						
Intervals of interest rate (%)	First drawdowns		Original balance		Outstanding balance	
	Number	(%)	Amount (Euro)	(%)	Amount (Euro)	(%)
<= 4.00	848	7.24	96,830,299	9.32	87,700,067	9.04
4.01 <= x < 4.25	1,331	11.37	125,148,104	12.04	116,739,100	12.03
4.26 <= x < 4.50	1,917	16.37	170,472,986	16.4	159,925,093	16.48
4.51 <= x < 4.75	1,800	15.37	154,810,715	14.9	145,479,082	14.99
4.76 <= x < 5.00	1,823	15.57	171,653,714	16.52	163,579,586	16.86
5.01 <= x < 5.25	1,489	12.72	129,959,871	12.51	121,625,428	12.53
5.26 <= x < 5.50	1,733	14.8	139,170,181	13.39	129,922,987	13.39
5.51 <= x < 5.75	510	4.36	35,925,793	3.46	32,678,495	3.37
5.76 <= x < 6.00	134	1.14	8,514,406	0.82	7,300,639	0.75
6.01 <= x < 6.25	114	0.97	6,130,272	0.59	5,027,806	0.52
6.26 <= x < 6.50	10	0.09	576,246	0.06	492,295	0.05
Total	11,709	100	1,039,192,586	100	970,470,578	100

e) Indices or reference rates established for the determination of the floating rate of interest.

The interest rates for all the first drawdowns will be determined with reference to the following indexes:

- (i) **Average Rate of Savings Banks (Cajas de Ahorro) (IRPH Cajas)**, calculated as the average of the interest rates weighted by the principals of mortgage loan transactions for periods of 3 years or more for the purchase of a free residence

which have been commenced or renewed by the group of savings banks during the month to which the index refers. In the loan agreements for the first drawdowns, the annual adjustment on the base of IRPH Cajas will be established in accordance with the contractual covenants on this issue contained in the drafts of the securitized mortgage loans, and to this effect, either of the following will apply: (i) IRPH Cajas as the actual interest rate (TAE) for Savings Banks published in the Official State Gazette or (ii) IRPH Cajas as the nominal rate of interest, settled monthly in arrear, equal to the actual rate published. In any case, the weighted average interest rates are the actual annual rates (TAE) for these periods declared to Banco de España by the group of Savings Banks;

- (ii) **MIBOR** (interbank 1 year rate): this means the simple average of the daily interest rates which have been used in transactions with a term of one year in the market of interbank deposits in Madrid, during the business days of the corresponding legal month. Excluded from the transactions carried out are those which have an interest rate which is clearly not in line with the general pattern of the market. The daily interest rates are, in turn, the average weighted interest rates divided by the amount of transactions with a term of a year carried out on that day. This type of reference interest rate is published by the Bank of Spain in the Official State Gazette, and corresponds to the third month prior to its application, as long as it has been published at least 20 days before the start of the new annual period. In the event that such a type of interest rate is not published sufficiently in advance, the rate in the fourth month immediately preceding the month of the application of the new rate will be used as the reference rate.
- (iii) **EURIBOR** (interbank 1 year reference): this means the simple arithmetic average of the daily rate of the business days in each month, the spot rate published by the Spanish Bank Federation for the deposit transactions of euros with a term of one year calculated from the offered by a sample of banks for transactions between entities of a similar classification. This type of reference interest rate is published by the Bank of Spain in the Official State Gazette and corresponds to the third month prior to its application, as long as it has been published at least 20 days before the start of the new annual period. In the event that such a type of interest rate is not published sufficiently in advance, the rate in the fourth month immediately preceding the month of the application of the new rate will be used as the reference rate.
- (iv) **CECA** (active reference rate of the Savings Banks “*Cajas de Ahorro*”-indicator CECA active rate): this means 90%, rounded up to the nearest 0.8, of the simple average corresponding to (i) the arithmetic average, not including extreme rates, of the personal loans effected monthly for periods of between 1 and 3 years and (ii) the arithmetic average, not including extreme rates, of the loans guaranteed with a mortgage for the acquisition of a free housing, effected monthly for periods of three or more years. The rates used in calculating the arithmetic averages will be the equivalent annual rates weighted by the respective principals and notified by the Savings Banks to the Bank of Spain, for each of these types of loan and these terms, in accordance with the provisions of the second rule of the Circular 8/1990 of 7 September on the transparency of transactions and the protection of clients.

This type of reference rate is published by the Bank of Spain in the Official State Gazette and corresponds to the third month prior to its application, as long as it has been published at least 20 days before the start of the new annual period. In the event that such a type of interest rate is not published sufficiently in advance, the rate in the fourth month immediately preceding the month of the application of the new rate will be used as the reference rate.

In the mortgages contracts on the initial draw downs, the annual review of the base rate of the CECA index will be carried out in accordance with the contractual provisions which deal with this matter in the deeds of the securitised mortgages, and with respect to this the following will be applicable: either (i) CECA as the effective interest rate (TAE) for Savings Banks, published in the

Official State Gazette, or (ii) CECA, as the nominal interest rate, with monthly liquidation for months paid and equivalent to the published effective rate.

f) Dates of origination of first drawdowns together with most proximate and most distant Final Repayment Dates.

Origination Date

The first drawdowns which form the provisional portfolio were originated on dates between May 30, 1996 and December 31, 2002.

The average origination of the portfolio at August 28, 2003 is 30.51 months. Average origination is calculated as the average (weighted by the outstanding balance of each first drawdown) of the number of months that have elapsed from the date of origination until the date of calculation.

First drawdown portfolio as at August 28, 2003						
Classification by quarter of origination of the first drawdown						
Quarter of origination	First drawdowns		Original balance		Outstanding balance	
	Number	(%)	Amount (Euro)	(%)	Amount (Euro)	(%)
1996 2nd Q	10	0.09	631,664	0.06	462,995	0.05
1996 3rd Q	144	1.23	8,586,498	0.83	6,712,987	0.69
1996 4th Q	231	1.97	14,607,251	1.41	11,592,197	1.19
1997 1st Q	204	1.74	13,261,830	1.28	10,548,945	1.09
1997 2nd Q	251	2.14	17,453,235	1.68	14,757,376	1.52
1997 3rd Q	243	2.08	16,001,383	1.54	13,457,954	1.39
1997 4th Q	345	2.95	22,921,693	2.21	19,328,993	1.99
1998 1st Q	319	2.72	20,785,145	2	17,881,298	1.84
1998 2nd Q	344	2.94	23,669,251	2.28	20,743,342	2.14
1998 3rd Q	229	1.96	14,770,011	1.42	13,143,520	1.35
1998 4th Q	136	1.16	9,852,334	0.95	8,493,111	0.88
1999 1st Q	119	1.02	7,932,080	0.76	7,155,899	0.74
1999 2nd Q	181	1.55	12,798,927	1.23	11,449,637	1.18
1999 3rd Q	308	2.63	21,629,308	2.08	19,551,860	2.01
1999 4th Q	484	4.13	36,325,829	3.5	33,379,430	3.44
2000 1st Q	447	3.82	34,828,228	3.35	32,137,847	3.31
2000 2nd Q	596	5.09	49,713,071	4.78	45,897,664	4.73
2000 3rd Q	415	3.54	35,239,413	3.39	32,500,016	3.35
2000 4th Q	470	4.01	39,593,199	3.81	37,167,468	3.83

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2001 1st Q	534	4.56	47,000,595	4.52	44,195,937	4.55
2001 2nd Q	585	5	52,815,925	5.08	49,833,896	5.14
2001 3rd Q	476	4.07	43,242,229	4.16	41,265,185	4.25
2001 4th Q	794	6.78	76,093,432	7.32	72,623,506	7.48
2002 1st Q	887	7.58	92,881,310	8.94	89,109,760	9.18
2002 2nd Q	1,074	9.17	116,233,080	11.18	112,181,489	11.56
2002 3rd Q	829	7.08	91,261,231	8.78	88,151,958	9.08
2002 4th Q	1,054	9	119,064,432	11.46	116,746,310	12.03
Total:	11,709	100	1,039,192,586	100	970,470,578	100

Final Repayment Date and residual life

The first drawdowns which form the provisional portfolio have final repayment dates between November 11, 2005 and December 31, 2032.

The repayment of the first drawdowns occurs over the remaining life until the total repayment, during which period the Mortgagors must pay monthly amounts comprising payment of principal and payment of interest.

At any time during the life of the mortgage loans, Mortgagors may make early repayment of all or part of the outstanding balance. As from the date of the early repayment, interest ceases to accrue on the portion repaid.

However, each drawdown from the mortgage loan, including the first drawdown, has its own repayment schedule and its own invoice, which may be partly owed, provided there are no previous unpaid amounts from this or any other drawdown, which will have priority.

These extraordinary early repayments, together with the ordinary repayments, are passed on quarterly to the Bondholders in accordance with section II.11.3.7, so that both the average life and the duration of the Securitisation Bonds largely depend on the actual behaviour of the early repayments in the portfolio of first drawdowns of the mortgage loans.

The following table shows the distribution of the first drawdowns of the mortgage loans according to their final repayment date in quarterly intervals:

First Drawdown portfolio as at August 28, 2003 Classification by final repayment date of the first drawdown						
Year of final repayment	First drawdowns		Original balance		Outstanding balance	
	Number	(%)	Amount (Euro)	(%)	Amount (Euro)	(%)
2005	1	0.01	140,937	0.01	28,338	0
2006	2	0.02	450,759	0.04	97,185	0.01
2007	4	0.03	307,117	0.03	143,455	0.01
2008	7	0.06	712,019	0.07	272,951	0.03
2009	9	0.08	767,102	0.07	379,987	0.04

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2010	21	0.18	1,710,976	0.16	918,423	0.09
2011	74	0.63	4,889,007	0.47	3,133,226	0.32
2012	85	0.73	5,660,337	0.54	3,618,889	0.37
2013	64	0.55	4,514,743	0.43	2,917,699	0.3
2014	55	0.47	3,519,855	0.34	2,310,915	0.24
2015	50	0.43	3,762,823	0.36	2,715,901	0.28
2016	177	1.51	11,627,601	1.12	8,975,571	0.92
2017	244	2.08	17,117,596	1.65	13,740,587	1.42
2018	165	1.41	11,401,424	1.1	9,083,365	0.94
2019	110	0.94	8,056,325	0.78	6,796,236	0.7
2020	132	1.13	9,936,204	0.96	8,663,916	0.89
2021	240	2.05	16,252,363	1.56	14,092,837	1.45
2022	368	3.14	27,443,855	2.64	24,263,748	2.5
2023	203	1.73	14,247,766	1.37	12,479,456	1.29
2024	202	1.73	14,568,847	1.4	12,881,846	1.33
2025	242	2.07	18,798,633	1.81	16,989,074	1.75
2026	340	2.9	26,837,919	2.58	24,931,527	2.57
2027	760	6.49	60,085,509	5.78	55,673,585	5.74
2028	672	5.74	47,740,949	4.59	44,024,154	4.54
2029	813	6.94	62,495,836	6.01	58,419,073	6.02
2030	1,538	13.14	130,220,137	12.53	122,698,113	12.64
2031	1,916	16.36	179,658,270	17.29	172,516,063	17.78
2032	3,215	27.46	356,267,675	34.28	347,704,459	35.83
Total:	11,709	100	1,039,192,586	100	970,470,578	100

Weighted Average:	312 months	26 years
Simple Average:	325 months	27.08 years
Closest Maturity Date (minimum):	27 months	2.25 years
Most distant Maturity Date (maximum):	352 months	29.33 years

g) Purpose of the first drawdowns assigned through the Mortgage Participations and the Mortgage Transfer Certificates to be issued by CAIXA CATALUNYA.

The First Drawdowns of the Mortgage Loans were granted by CAIXA CATALUNYA to the Mortgageors in order to finance the purchase of the main residence located in Spain.

h) Amount of principal relating to the financing of non-residential properties.

None

i) In the case of developer companies, first drawdowns of loans corresponding to unfinished and finished buildings.

None

j) Maximum, minimum and average figure of first drawdown/appraisal ratio.

The following table shows the statistical ratio between the percentage of appraisal values with respect to the number and amount on the date of origination of the first drawdowns (Loan to Value - "LTV").

First Drawdown portfolio at September August 28, 2003									
Classification by first drawdown/appraisal value ratio									
Intervals between original balance/appraisal value	First Drawdowns		Original Balance		Outstanding Balance		Weighted average Original Balance/Appraisal Value		
	No	(%)	Amount in Euro	(%)	Euro	(%)			
0.01 <= x < 25.00	14	0.12	837,609	0.08	767,428	0.08	19.04		
25.01 <= x < 50.00	182	1.55	11,403,916	1.1	10,230,749	1.05	42.16		
50.01 <= x < 55.00	64	0.55	4,116,681	0.4	3,726,848	0.38	52.86		
55.01 <= x < 60.00	100	0.85	6,750,115	0.65	6,098,443	0.63	57.44		
60.01 <= x < 65.00	143	1.22	10,878,763	1.05	9,712,091	1.05	62.46		
65.01 <= x < 70.00	174	1.49	12,960,630	1.25	11,671,754	1.26	67.52		
70.01 <= x < 75.00	266	2.27	21,705,508	2.09	19,852,920	2.05	72.66		
75.01 <= x < 80.00	910	7.77	71,110,711	6.84	65,063,578	6.77	78.63		
80.01 <= x < 85.00	589	5.03	49,561,719	4.77	45,005,627	4.64	82.92		
85.01 <= x < 90.00	1,128	9.63	100,867,965	9.71	93,550,675	9.64	87.74		
90.01 <= x < 95.00	1,674	14.3	153,123,209	14.73	143,655,661	14.8	92.7		
95.01 <= x < 100.00	6,465	55.21	595,875,759	57.34	561,134,804	57.82	98.93		
Total:	11,709	100	1,039,192,586	100	970,470,578	100			
Weighted Average:			92.45%						
Simple Average:			91.47%						
Minimum:			0.6%						
Maximum:			100%						

Weighted average ratio between original amount of the mortgage loans and weighted average appraisal value

As can be seen, the original amount of the mortgage loans, in weighted average terms, did not exceed 92.45% of the appraisal value of the properties.

First Drawdown portfolio as at August 28, 2003									
Classification by ratio line of mortgage credit limit / appraisal value (LOCTV)									
LOCTV (%)	First drawdowns		Original balance		Outstanding balance		Weighted Average/ LOCTV		
	Number	(%)	Amount (Euro)	(%)	Amount (Euro)	(%)			
0.01 <= x < 25.00	9	0.08	643,584	0.06	603,563	0.06	19.37		
25.01 <= x < 50.00	134	1.14	8,278,518	0.8	7,375,672	0.76	42.5		
50.01 <= x < 55.00	66	0.56	4,181,876	0.4	3,784,861	0.39	52.62		

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55.01	<= x <	60.00	95	0.81	6,395,298	0.62	5,817,620	0.6	57.39
60.01	<= x <	65.00	138	1.18	10,514,135	1.01	9,410,944	0.97	62.55
65.01	<= x <	70.00	176	1.5	12,992,261	1.25	11,739,650	1.21	67.59
70.01	<= x <	75.00	266	2.27	21,162,132	2.04	19,287,807	1.99	72.74
75.01	<= x <	80.00	962	8.22	75,082,263	7.23	68,661,270	7.08	78.67
80.01	<= x <	85.00	592	5.06	49,784,695	4.79	45,174,566	4.65	82.91
85.01	<= x <	90.00	1,130	9.65	101,057,284	9.72	93,727,446	9.66	87.73
90.01	<= x <	95.00	1,674	14.3	153,100,371	14.73	143,644,065	14.8	92.7
95.01	<= x <	100.00	6,467	55.23	596,000,168	57.35	561,243,115	57.83	98.93
Total:			11,709	100	1,039,192,586	100	970,470,578	100	
Weighted Average: 92.59% Simple Average: 91.67% Minimum: 0.6% Maximum: 100%									

Weighted average ratio between credit limit and appraisal value

As can be seen, the weighted average ratio of the credit limit/appraisal value of the properties did not exceed 92.59 %.

In addition, according to the aforementioned information, on August 28, 2003, (i) 15.76% of the first drawdowns corresponds to Mortgage Loans which limit is below 80% of the appraisal value of the mortgaged property, and therefore, subject to be participated by means of mortgage participations; and (ii) 84,24% of the first drawdowns corresponds to Mortgage Loans which limit exceeds 80% of the appraisal value of the mortgaged property and, therefore subject to be participated by means of mortgage transfer certificates.

k) Maximum, minimum and average figures of the Loan to Value ratio (LTV) at the verification date

The ratio between the outstanding amount of principal of the first drawdowns and the appraisal value of the property relating to them which form the provisional portfolio at August 28, 2003 was between 0.55% and 99.90%, the average ratio weighted by the outstanding balance of each first drawdown being 87.46%.

The following table shows the distribution of the first drawdowns.

First Drawdown portfolio as at August 28, 2003									
Classification by ratio outstanding principal of the first drawdown / appraisal value (Current LTV)									
Intervals ratio current LTV	First Drawdowns		Original Balance		Outstanding Balance		Weighted Average LTV		
	No.	(%)	Amount in Euro	(%)	Amount in Euro	(%)			
0.01 <= x < 25.00	43	0.37	3,790,946	0.36	1,856,679	0.19			20.16
25.01 <= x < 50.00	429	3.66	36,077,993	3.47	22,992,337	2.37			40.95
50.01 <= x < 55.00	184	1.57	14,179,242	1.36	10,891,866	1.12			52.77
55.01 <= x < 60.00	213	1.82	16,218,621	1.56	12,866,278	1.33			57.64
60.01 <= x < 65.00	251	2.14	18,913,617	1.82	15,565,929	1.6			62.57

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65.01	<= x <	70.00	387	3.31	29,725,824	2.86	25,754,864	2.65	67.65	
70.01	<= x <	75.00	616	5.26	47,094,625	4.53	42,397,969	4.37	72.71	
75.01	<= x <	80.00	946	8.08	72,925,385	7.02	67,697,642	6.98	77.62	
80.01	<= x <	85.00	1,025	8.75	85,281,657	8.21	79,600,978	8.2	82.75	
85.01	<= x <	90.00	1,543	13.18	134,298,112	12.92	127,750,015	13.16	87.69	
90.01	<= x <	95.00	2,693	23	234,452,485	22.56	224,411,122	23.12	92.7	
95.01	<= x <	100.00	3,379	28.86	346,234,080	33.32	338,684,900	34.9	97.25	
Total:			11,709	100	1,039,192,586	100	970,470,578	100		
Weighted Average:							87.46 %			
Simple Average:							85.24%			
Minimum):							0.55%			
Maximum:							99.90%			

I) Geographical distribution by province of the first drawdowns.

The following table shows the geographical distribution of the first drawdowns, according to the provinces where the mortgaged properties are located.

The table also shows the outstanding balance of the first drawdowns secured by properties located in each of the provinces.

First Drawdown portfolio as at August 28, 2003 Classification by provinces						
Province	First drawdowns		Original balance		Outstanding balance	
	Number	(%)	Amount (Euro)	(%)	Amount (Euro)	(%)
ALICANTE	86	0.73	6,251,306	0.6	5,729,497	0.59
ALMERIA	2	0.02	148,749	0.01	142,376	0.01
BALEARES	109	0.93	9,691,272	0.93	8,951,044	0.92
BARCELONA	8,684	74.17	811,208,045	78.06	761,530,884	78.47
BURGOS	2	0.02	139,735	0.01	134,584	0.01
CADIZ	4	0.03	234,996	0.02	201,038	0.02
CASTELLON	114	0.97	7,876,548	0.76	7,264,354	0.75
CORDOBA	3	0.03	252,425	0.02	217,849	0.02
CUENCA	1	0.01	89,551	0.01	73,189	0.01
GERONA	469	4.01	34,593,416	3.33	32,325,628	3.33
GUADALAJARA	5	0.04	501,899	0.05	488,938	0.05
HUELVA	1	0.01	67,854	0.01	65,482	0.01
HUESCA	1	0.01	84,142	0.01	65,789	0.01
LAS PALMAS	1	0.01	78,131	0.01	76,773	0.01
LERIDA	74	0.63	5,927,921	0.57	5,470,534	0.56
MADRID	673	5.75	64,880,512	6.24	58,426,564	6.02
MALAGA	10	0.09	1,000,757	0.1	907,326	0.09
MURCIA	168	1.43	9,833,750	0.95	9,137,348	0.94
NAVARRA	22	0.19	2,804,785	0.27	2,466,413	0.25
OVIEDO	2	0.02	153,793	0.01	143,292	0.01
RIOJA	7	0.06	599,510	0.06	543,271	0.06
S.C.TENERIFE	1	0.01	41,850	0	41,386	0
SALAMANCA	1	0.01	122,000	0.01	59,005	0.01
SANTANDER	6	0.05	473,297	0.05	436,770	0.05
SEVILLA	151	1.29	7,331,083	0.71	6,920,372	0.71

no document other than the informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

TARRAGONA	212	1.81	17,658,271	1.7	16,203,897	1.67
TERUEL	1	0.01	36,662	0	34,725	0
TOLEDO	12	0.1	1,159,087	0.11	1,126,894	0.12
VALENCIA	832	7.11	51,137,463	4.92	46,722,431	4.81
VALLADOLID	3	0.03	221,773	0.02	210,944	0.02
ZARAGOZA	52	0.44	4,592,003	0.44	4,351,981	0.45
Total:	11,709	100	1,039,192,586	100	970,470,578	100

m) Indication of whether any principal or interest instalments of the mortgage loans forming the provisional portfolio are in arrears

No table showing arrears in the collection of principal or interest instalments of the mortgage loans is provided, because none of the loans forming the provisional portfolio of First Drawdowns, at August 28, 2003, have arrears in payments of over 90 days. Each of the First Drawdowns that will form the final portfolio with which the Mortgage Participations and the Mortgage Transfer Certificates will be issued will be up to date in payment of the debts due and payable for it.

**CHAPTER V
INFORMATION ON THE ECONOMIC/FINANCIAL OPERATIVE OF THE
ASSET SECURITISATION FUND**

V.1 Synoptic table describing the various hypotheses and expected activity of the economic and financial flows of the Issuer.

At closure on the Closing Date, the Issuer has the following balance sheet:

INITIAL BALANCE SHEET OF THE ISSUER (euro)			
Assets of the Issuer		Liabilities of the Issuer	
Fixed assets	852,618,517	Securitisation Bonds Issue	850,000,000
Mortgage Participations and Mortgage Transfer Certificate (principal)	850,000,000	Class A Securitisation Bonds	787,600,000
Mortgage Participations and Mortgage Transfer Certificate (interest)	253,701	Class B Securitisation Bonds	15,700,000
Constitution Expenses	2,364,816	Class C Securitisation Bonds	34,000,000
		Class D Securitisation Bonds	12,700,000
Current assets	19,550,000	Other long-term debts	22,168,517
Cash (Initial Reserve Fund)	19,550,000	Subordinated Loan	22,168,517
Total Assets	872,168,517	Total Liabilities	872,168,517

V.1.1 Hypotheses assumed in relation to the main indexes or most probable parameters of early repayment, delinquencies and defaults with respect to the Mortgage Participations and the Mortgage Transfer Certificates within the Issuer.

The following table describes one of the possible scenarios for the Issuer and this Bond issue in relation to credits and debits to the Issuer during the lifetime of the Issuer and the Bond issue:

In order to facilitate the composition and understanding of the table and to avoid the presentation of two additional columns with the same amounts and reverse signs which would represent payments relating to interest earned by the Mortgage Participations and the Mortgage Transfer Certificates and interest paid under the Swap Agreement, respectively, the table only shows interest earned by the Issuer net of any amounts paid under the Swap Agreement, although the accounting records of the Issuer record all credits and debits relating to the Mortgage Participations and the Mortgage Transfer Certificates and the Swap.

The following table of the financial servicing of the Issuer has been drawn up based on the following assumptions:

a) First Drawdowns.

- (i) Size on August 28, 2003 of the portfolio from which the First Drawdowns subject of the Mortgage Participations and the Mortgage Transfer Certificates issue will be taken: Euros;
- (ii) Interest rates: the initial/future weighted average nominal interest rate (extracted from the interest rates in force for each of the First Drawdowns, which, as stated in section

IV.4.d) above, consist in the initial reference rate plus a margin) on the First Drawdowns is assumed as per cent per annum.

- (iii) CPR: 10 per cent per annum, 0.8742 per cent per month.
- (iv) Rate of default: 0 per cent per annum.
- (v) Rate of loss credits: 0 per cent per annum.
- (vi) First Drawdowns in Forbearance Period: 0%

b) Mortgage Participations and Mortgage Transfer Certificates.

- (i) Principal: participation of 100 per cent in the First Drawdown
- (ii) Interest: participation calculated at the same interest rate applicable to the First Drawdown.

c) Securitisation Bonds.

- (i) Amount: eight hundred and fifty million (850,000,000) Euro without differentiating between each of the Classes of Securitisation Bonds.
- (ii) Interest rates: weighted floating interest rate per annum, calculated and payable quarterly for balances of each of the Classes of Securitisation Bonds, on the assumption that the interest rates of each Class will remain constant at EURIBOR 3M + 0.26% (Class A), EURIBOR 3M + 0.52% (Class B), EURIBOR 3M + 0.75% (Class C) and EURIBOR 3M + 1.00% (Class D) respectively.
- (iii) It is assumed that the principal of the Securitisation Bonds will be repaid in accordance with the general rules set out in sections II.11.3.7. and II.11.3.8. of this Folleto.
- (iv) Exercise by CAIXA CATALUNYA of the option of early repayment of the Securitisation Bonds in all Classes when Outstanding Balance of the Mortgage Portfolio is less than 15% of its original amount,
- (v) The final repayment date will be on December 31, 2034, 2 years after the repayment of the last First Drawdown repaid.

d) Ancillary Agreements

Treasury Account

An assumption is made that the short-term debt rating of CAIXA CATALUNYA will not at any time fall below P-1 according to MOODY'S or F-1 according to FITCH, so that amounts in the Treasury Account, according to the obligations arising from the Guaranteed Interest Rate Deposit Agreement, open for the Issuer with CAIXA CATALUNYA (although the Gestora has undertaken to transfer the Treasury Account to another entity in case of downgrading below the levels indicated above, as described in section V.3.1 of the Folleto), will be reinvested as provided by the Guaranteed Rate of Reinvestment Agreement to be entered into with CAIXA CATALUNYA.

Subordinated Loan

- Amount: Maximum of twenty-five million (25) Euro; nevertheless, in the synoptic table of hypothesis, a maximum amount of approximately twenty two million one hundred sixty thousand five hundred and seventeen (22,168,517) Euro has been assumed, to be used (i) to finance the establishment of the Issuer and issue of the Securitisation Bonds: two million three hundred sixty four thousand eight hundred and sixteen (2,364,816) Euro, (ii) to partially finance the subscription of the Mortgage Participations and the Mortgage Transfer Certificates: two hundred fifty three

thousand seven hundred and one (253,701) Euro; and (iii) to allocate to the Initial Reserve Fund: nineteen million five hundred fifty thousand (19,550,000) Euro.

- Interest rate: The Reference Interest Rate described in section II.10.1 of this Folleto which at September 1, 2003 was 2.149 %.
- Repayment: The Gestora, on behalf of the Issuer, may freely repay any part of the Subordinated Loan on each Payment Date, in accordance with the rules and priority of payments set out in section V.5.1.B)2 of this Folleto. The Subordinated Loan will mature on the date of liquidation of the Issuer.

Guaranteed Rate of Reinvestment Agreement

Guaranteed interest: Reference Interest Rate, which will be calculated quarterly, as described in section II.10.1.c) and will be payable monthly, for amounts deposited in the Treasury Account (including the Reserve Fund). The interest rate applied to calculate the financial servicing of the Issuer is 2.149 %.

Swap Agreement

- Amount payable by the Issuer: It will be sum of all amounts of interest received from the Mortgage Participations and the Mortgage Transfer Certificates during the most recent Determination Period.
- Interest rate to be received by the Issuer: the annual interest rate resulting from applying the Reference Interest Rate of the Securitisation Bonds for the current Interest Period plus the average margin of the Securitisation Bonds on the Payment Date, weighted by the Outstanding Balance of the Securitisation Bonds in the Determination Period immediately prior to the Payment Date, plus 0.65 %. In the example of the financial servicing of the Issuer, it has been assumed that the Reference Interest Rate remains constant at 2.149 % and that the interest rates on each Class remain constant at 2.409 % (Class A), 2.669 % (Class B), 2.899 % (Class C), and 3.149 % (Class D), respectively.
- It is assumed in the following tables of hypotheses that, without prejudice to its existence, it will not be necessary to draw from the deposit that covers payments to be made by CAIXA CATALUNYA under the Swap Agreement.

Reserve Fund

With an initial allocation at the Closing Date of an amount equal to 2.3% of the initial nominal amount of the Securitisation Bonds, nineteen million five hundred and fifty thousand (19,550,000 Euro) (the "**Initial Reserve Fund**"), its balance will vary throughout the life of the Issuer according to the following outline, although it will never exceed the maximum Reserve Fund (the "**Maximum Reserve Fund**") which will be equal to 2.5% of the Initial Nominal Amount of the Securitisation Bonds:

- (i) As from the first Payment Date, if the Rolling Averages of the Delinquency Ratio calculated during the last three months are less than 3%, the Reserve Fund will be the lesser of (i) the Initial Reserve Fund; and (ii) the higher of: (a) 5.75% of the Outstanding Balance of the Securitisation Bonds or (b) an amount equal to 1.4 % of the Initial Nominal Amount of the Securitisation Bonds, i.e., eleven million and nine hundred thousand (11,900,000) Euro.

For this purpose, and depending on the context, "**Rolling Averages**" will mean the quarterly average of the last three monthly Delinquency Ratios before, or the three Outstanding Balance of the Mortgage Portfolio deriving from First Drawdowns in Forbearance Period on, the calculation date (and including the monthly average calculated on that date). The calculation date of each Rolling Average will be the last day of each calendar month.

"**Delinquency Ratio**" will be the Outstanding Balance of Mortgage Participations and Mortgage Transfer Certificates in arrear for over ninety (90) days divided by Outstanding Balance of the Mortgage Portfolio. The calculation date of each monthly Delinquency Ratio will be the last day of each calendar month.

- (ii) If any of the Rolling Averages of the Delinquency Ratio calculated in each of the last three months is 3% or greater, the balance of the Reserve Fund on that and on the next Payment Date(s) will be the lesser of (i) the Maximum Reserve Fund; and (ii) the higher of: (a) 6.25% of the Outstanding Balance of the Securitisation Bonds or (b) an amount equal to 1.6% of the Initial Nominal Balance of the Securitisation Bonds, i.e. thirteen million and six hundred thousand (13,600,000 Euro).
- (iii) If, for at least four consecutive months, once what stated in section (ii) before has occurred, the monthly Delinquency Ratio of each of said four months is less than 2.2%, on the following Payment Date the Reserve Fund will be calculated as provided for in section (i) above.
- (iv) Without prejudice to section (ii) above, the Reserve Fund will remain constant in the amount determined at the last Determination Period if the sum of (i) the Outstanding Balance of Mortgage Portfolio in arrears for over ninety (90) days on the Determination Date prior to the relevant Payment Date, and (ii) Outstanding Balance of the Mortgage Portfolio deriving from First Drawdowns in Forbearance Period on the Determination Date prior to the relevant Payment Date is equal to 3.5% or more of Outstanding Balance of the Mortgage Portfolio on that date.

Fees

Management fee of the Mortgage Loans: Although CAIXA CATALUNYA will not receive any management fee, in the case that CAIXA CATALUNYA is substituted as administrator of the Mortgage Loans, a management fee to be paid to the substitute entity will be determined.

Financial Intermediation Fees: a variable amount will accrue and be paid annually based on the positive difference, if any, between the income and expenditure of the Issuer at the closing of its official accounts.

Current Expenses.

- (i) Fee of Gestora: 0.065 per cent. per annum, with a minimum of 13,500 Euro quarterly, of the sum of the Outstanding Balances of each of the Classes of Securitisation Bonds.
- (ii) Expenses of annual audits of the Issuer and publication of notices: Expenses of 5,568 Euro per annum have been estimated, including tax.
- (iii) Fees of the Paying Agent of the Securitisation Bonds: 0.05 % on each Payment Date, including tax, on the amount distributed by the Paying Agent to the Bondholders on each Payment Date.
- (iv) Fees for continued evaluation of the risk by the Rating Agencies: Fees of 8,120 euro per annum have been estimated, including tax.

V.1.2 Analysis and commentary on the impact of the possible variations in the assumptions described in the previous section and its effects on the financial equilibrium of the Issuer.

The potential interest rate risk derived from the difference between the reference interest rates applicable to the Mortgage Participations and the Mortgage Transfer Certificates on the one hand and to the Securitisation Bonds on the other is fully covered by the Swap Agreement to be entered into with CAIXA CATALUNYA as further described in section V.3.3 below.

V.1.3 Table of income and expenditure flows of the Issuer.

The numerical table set out below refers to inflows and outflows, on a cash basis, for a better understanding by the investor, although, as foreseen in section V.2 of this Folleto, the Issuer will record revenues and expenses on an accrual basis.

This table is based not only on the assumptions mentioned in section V.1.1 above, but also on the assumption that this scenario will remain constant throughout the life of the Issuer; it should be noted that the relevant variables, in particular the interest rates of the Securitisation Bonds in each of the Classes as well as the actual rates of early repayment of the First Drawdowns underlying the Mortgage Participations and the Mortgage Transfer Certificates are subject to constant changes.

no document other than the informative Prospectus (*Foglio informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

Hence, the following table is for illustrative purposes only.

**ISSUER'S CASH FLOWS
(AMOUNTS IN EURO)
CPR=10%
RECEIPTS**

September 22, 2003
850,000,000€
22,168,517€
2,364,816€
19,550,000€

Payment subscription MPs and MTCs
Securitisation Bonds Issuance
Subordinated Loan
Initial Expenses
Reserve Fund

Reserve Fund Balance	Mortgage Participations and Mortgage Transfer Certificate (MP) Net Outstanding Balance	Date	MP Principal Amorti.	MP Interest Post – Swap	Interest from Reinvest. Treasury Account	Reserve Fund Reduction	Total
(0)	(1)	(2)	(3)	(4)	(5)	(6)	(7)
19,550,000.00	823,656,614.73	12/15/2003	26,343,385.27	6,137,343.33	170,599.52	0	32,651,328.12
19,550,000.00	798,058,706.69	03/15/2004	25,597,908.04	6,433,446.71	168,700.27	0	32,200,055.02
19,550,000.00	772,745,001.26	06/15/2004	25,313,705.43	6,291,826.55	165,114.68	0	31,770,646.66
19,550,000.00	748,142,527.64	09/15/2004	24,602,473.63	6,082,036.59	163,272.45	0	30,847,782.67
19,550,000.00	724,252,440.92	12/15/2004	23,890,086.72	5,814,313.63	161,551.37	0	29,865,951.72
19,550,000.00	701,055,043.66	03/15/2005	23,197,397.26	5,556,951.86	159,878.46	0	28,914,227.57
19,550,000.00	678,531,169.59	06/15/2005	22,523,874.07	5,488,560.72	158,252.40	0	28,170,687.19
19,550,000.00	656,662,169.51	09/15/2005	21,869,000.09	5,302,112.10	156,671.92	0	27,327,784.11
19,550,000.00	635,429,897.50	12/15/2005	21,232,272.00	5,065,473.86	155,135.78	0	26,452,881.65
19,550,000.00	614,816,697.62	03/15/2006	20,613,199.89	4,838,064.12	153,642.78	0	25,604,906.79
19,550,000.00	594,805,390.77	06/15/2006	20,011,306.85	4,775,271.57	152,191.74	0	24,938,770.16
19,550,000.00	575,379,262.09	09/15/2006	19,426,128.68	4,609,825.20	150,781.52	0	24,186,735.40
19,550,000.00	556,522,048.57	12/15/2006	18,857,213.53	4,403,332.93	149,411.02	0	23,409,957.48
19,550,000.00	538,217,926.99	03/15/2007	18,304,121.58	4,210,734.12	148,079.14	0	22,662,934.83
19,550,000.00	520,451,502.28	06/15/2007	17,766,424.71	4,161,214.53	146,784.84	0	22,074,424.08
19,550,000.00	503,207,796.05	09/15/2007	17,243,706.22	4,022,326.49	145,527.09	0	21,411,559.81
19,550,000.00	486,472,235.54	12/15/2007	16,735,560.51	3,845,269.07	144,304.89	0	20,725,134.47
19,550,000.00	470,230,642.78	03/15/2008	16,241,592.76	3,715,861.82	143,117.28	0	20,100,571.86
19,550,000.00	454,469,224.07	06/15/2008	15,761,418.71	3,629,727.71	141,963.31	0	19,533,109.73

No document other than the Informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

Reserve Fund Balance	Mortgage Participations and Mortgage Transfer Certificate (MP) Net Outstanding Balance	Date	MP Principal Amorti.	MP Interest Post – Swap	Interest from Reinvest. Treasury Account	Reserve Fund Reduction	Total
(0)	(1)	(2)	(3)	(4)	(5)	(6)	(7)
19,550,000.00	439,174,559.75	09/15/2008	15,294,664.32	3,506,513.70	140,842.05	0	18,942,020.07
19,550,000.00	424,333,594.21	12/15/2008	14,840,965.54	3,350,133.85	139,752.62	0	18,330,852.02
19,550,000.00	409,933,626.18	03/15/2009	14,399,968.03	3,199,822.91	138,694.15	0	17,738,485.09
19,550,000.00	395,962,299.29	06/15/2009	13,971,326.89	3,156,504.81	137,665.78	0	17,265,497.48
19,550,000.00	382,407,592.86	09/15/2009	13,554,706.43	3,045,485.61	136,666.70	0	16,736,858.74
19,550,000.00	369,257,812.91	12/15/2009	13,149,779.95	2,905,844.60	135,696.10	0	16,191,320.65
19,550,000.00	356,501,583.48	03/15/2010	12,756,229.43	2,771,692.78	134,753.20	0	15,662,675.40
19,057,100.69	344,127,838.11	06/15/2010	12,373,745.38	2,731,922.17	133,837.23	492,899.31	15,732,404.09
18,366,984.16	332,125,811.56	09/15/2010	12,002,026.55	2,633,597.70	130,294.62	690,116.53	15,456,035.40
17,697,639.33	320,485,031.77	12/15/2010	11,640,779.78	2,510,637.56	125,716.05	669,344.84	14,946,478.23
17,048,480.44	309,195,312.06	03/15/2011	11,289,719.71	2,392,558.84	121,274.04	649,158.88	14,452,711.48
16,418,937.75	298,246,743.42	06/15/2011	10,948,568.64	2,356,016.25	116,964.78	629,542.70	14,051,092.37
15,808,457.01	287,629,687.14	09/15/2011	10,617,056.28	2,269,016.54	112,784.54	610,480.74	13,609,338.09
15,216,499.14	277,334,767.57	12/15/2011	10,294,919.57	2,160,904.90	108,729.67	591,957.88	13,156,512.01
14,642,539.74	267,352,865.05	03/15/2012	9,981,902.52	2,079,988.42	104,796.66	573,959.39	12,740,646.99
14,086,068.77	257,675,109.10	06/15/2012	9,677,755.96	2,023,527.06	100,982.07	556,470.97	12,358,736.06
13,546,590.12	248,292,871.69	09/15/2012	9,382,237.41	1,946,625.51	97,282.56	539,478.65	11,965,624.13
13,023,621.25	239,197,760.80	12/15/2012	9,095,110.89	1,851,723.60	93,694.89	522,968.88	11,563,498.26
12,516,692.81	230,381,614.05	03/15/2013	8,816,146.74	1,760,674.38	90,215.88	506,928.44	11,173,965.44
12,025,348.32	221,836,492.59	06/15/2013	8,545,121.46	1,729,745.46	86,842.48	491,344.48	10,853,053.89
11,900,000.00	213,554,675.05	09/15/2013	8,281,817.54	1,661,844.07	83,571.68	125,348.32	10,152,581.61
11,900,000.00	205,528,651.75	12/15/2013	8,026,023.31	1,578,686.74	82,288.93	0	9,686,998.97
11,900,000.00	197,751,118.98	03/15/2014	7,777,532.76	1,498,948.45	81,698.54	0	9,358,179.75
11,900,000.00	190,214,973.53	06/15/2014	7,536,145.45	1,470,456.45	81,125.36	0	9,087,727.26
11,900,000.00	182,913,307.24	09/15/2014	7,301,666.29	1,410,572.60	80,568.93	0	8,792,807.82

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Reserve Fund Balance (0)	Mortgage Participations and Mortgage Transfer Certificate (MP) Net Outstanding Balance (1)	Date (2)	MP Principal Amorti. (3)	MP Interest Post – Swap (4)	Interest from Rinvest. Treasury Account (5)	Reserve Fund Reduction (6)	Total (7)
11,900,000.00	175,839,401.79	12/15/2014	7,073,905.45	1,337,850.32	80,028.77	0	8,491,784.53
11,900,000.00	168,986,723.61	03/15/2015	6,852,678.18	1,268,159.85	79,504.43	0	8,200,342.46
11,900,000.00	162,348,918.89	06/15/2015	6,637,804.72	1,241,888.30	78,995.48	0	7,958,688.50
11,900,000.00	155,919,808.76	09/15/2015	6,429,110.13	1,189,142.86	78,501.48	0	7,696,754.47
11,900,000.00	149,693,384.58	12/15/2015	6,226,424.18	1,125,685.59	78,022.03	0	7,430,131.80
11,900,000.00	143,663,803.35	03/15/2016	6,029,581.23	1,076,746.85	78,128.16	0	7,184,456.24
11,900,000.00	137,825,383.27	06/15/2016	5,838,420.08	1,040,666.87	78,387.75	0	6,957,474.70
11,900,000.00	132,172,599.38	09/15/2016	5,652,783.89	994,273.52	77,950.31	0	6,725,007.71
0	0	12/15/2016	132,172,599.38	939,036.19	0	11,900,000.00	145,011,635.57
							1,038,511,826.65

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**ISSUER'S CASH FLOWS
(AMOUNTS IN EURO)
CPR=10%
PAYMENTS**

September 17, 2003

850,000,000€

22,168,517€

2.364,816€

19,550,000€

Payment subscription MPs and MTCs

Securitisation Bonds Issuance

Subordinated Loan

Initial Expenses

Reserve Fund

Date	Current expenses	Bondholders interest	Reserve fund increase	Principal Repayment	Interest Sub.Loan	Additional payments to class D	Repayment Sub.Loan	Financial Intermed. Remun.	Total
(2)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
12/15/2003	136,237.61	4,848,176.67	0	26,343,385.27	111,160.34	1,212,368.24	0	0.00	32,651,328.13
03/15/2004	142,237.62	5,082,125.12	0	25,597,908.04	120,423.70	1,257,360.54	0	0.00	32,200,055.02
06/15/2004	139,054.95	4,970,264.86	0	25,313,705.43	121,747.03	1,225,874.39	0	0.00	31,770,646.66
09/15/2004	134,383.58	4,804,560.09	0	24,602,473.63	121,747.03	1,184,618.34	0	0.00	30,847,782.67
12/15/2004	128,494.50	4,593,092.37	0	23,890,086.72	120,423.70	1,133,854.44	0	0.00	29,865,951.73
03/15/2005	122,832.38	4,389,814.51	0	23,197,397.26	119,100.36	1,085,083.07	0	0.00	28,914,227.58
06/15/2005	121,165.85	4,335,822.89	0	22,523,874.07	121,747.03	1,068,077.35	0	0.00	28,170,687.19
09/15/2005	117,013.19	4,188,563.12	0	21,869,000.09	121,747.03	1,031,460.67	0	0.00	27,327,784.10
12/15/2005	111,808.25	4,001,655.41	0	21,232,272.00	120,423.70	986,722.29	0	0.00	26,452,881.65
03/15/2006	106,805.46	3,822,041.84	0	20,613,199.89	119,100.36	943,759.24	0	0.00	25,604,906.79
06/15/2006	105,283.03	3,772,479.53	0	20,011,306.85	121,747.03	927,953.72	0	0.00	24,938,770.16
09/15/2006	101,599.31	3,641,815.60	0	19,426,128.68	121,747.03	642,867.71	252,577.07	0.00	24,186,735.40
12/15/2006	97,077.83	3,478,819.64	0	18,857,213.53	119,051.65	0	857,794.83	0.00	23,409,957.48
03/15/2007	92,909.48	3,327,023.29	0	18,304,121.58	113,134.89	0	825,745.61	0.00	22,662,934.85
06/15/2007	91,760.70	3,288,270.86	0	17,766,424.71	111,114.09	0	816,853.71	0.00	22,074,424.07
09/15/2007	88,730.49	3,178,894.83	0	17,243,706.22	106,628.02	0	793,600.24	0.00	21,411,559.80
12/15/2007	84,899.52	3,039,337.52	0	16,735,560.51	101,158.03	0	764,178.90	0.00	20,725,134.48
03/15/2008	82,075.29	2,937,427.71	0	16,241,592.76	97,006.86	0	742,469.23	0.00	20,100,571.85

No document other than the Informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

Date	Current expenses	Bondholders interest	Reserve fund increase	Principal Repayment	Interest Sub.Loan	Additional payments to class D	Repayment Sub.Loan	Financial Intermed. Remun.	Total
(2)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
06/15/2008	80,164.32	2,869,718.48	0	15,761,418.71	93,995.31		0 727,812.91	0.00	19,533,109.73
09/15/2008	77,475.70	2,772,685.93	0	15,294,664.32	89,998.25		0 707,195.88	0.00	18,942,020.08
12/15/2008	74,092.94	2,649,412.46	0	14,840,965.54	85,178.38		0 681,202.70	0.00	18,330,852.02
03/15/2009	70,841.32	2,530,918.32	0	14,399,968.03	80,582.59		0 656,174.83	0.00	17,738,485.09
06/15/2009	69,877.92	2,496,655.62	0	13,971,326.89	78,769.68		0 648,867.38	0.00	17,265,497.49
09/15/2009	67,494.07	2,408,844.34	0	13,554,706.43	75,206.17		0 630,607.72	0.00	16,736,858.73
12/15/2009	64,510.53	2,298,394.49	0	13,149,779.95	70,963.13		0 607,672.55	0.00	16,191,320.65
03/15/2010	61,643.71	2,192,286.33	0	12,756,229.43	66,918.59		0 585,597.35	0.00	15,662,675.41
06/15/2010	60,801.37	2,160,829.54	0	12,373,745.38	65,189.64		0 1,071,838.17	0.00	15,732,404.10
09/15/2010	58,736.23	2,083,059.24	0	12,002,026.55	59,303.22		0 1,252,910.16	0.00	15,456,035.40
12/15/2010	56,153.66	1,985,803.21	0	11,640,779.78	51,852.57		0 1,211,889.01	0.00	14,946,478.23
03/15/2011	53,673.62	1,892,408.17	0	11,289,719.71	44,771.89		0 1,172,138.10	0.00	14,452,711.49
06/15/2011	52,906.10	1,863,504.59	0	10,948,568.64	39,329.56		0 1,146,783.47	0.00	14,051,092.36
09/15/2011	51,078.82	1,794,691.67	0	10,617,056.28	33,031.56		0 1,113,479.76	0.00	13,609,338.09
12/15/2011	48,808.12	1,709,180.15	0	10,294,919.57	26,623.88		0 1,076,980.29	0.00	13,156,512.01
03/15/2012	47,108.61	1,645,178.79	0	9,981,902.52	20,773.51		0 1,045,683.56	0.00	12,740,646.99
06/15/2012	45,922.74	1,600,520.36	0	9,677,755.96	15,259.02		0 1,019,277.99	0.00	12,358,736.07
09/15/2012	44,307.55	1,539,694.63	0	9,382,237.41	9,661.25		0 989,723.28	0.00	11,965,624.12
12/15/2012	42,314.30	1,464,631.42	0	9,095,110.89	4,179.87		0 769,462.69	187,799.09	11,563,498.26
03/15/2013	40,401.96	1,392,615.52	0	8,816,146.74	0		0 0	924,801.22	11,173,965.44
06/15/2013	39,752.35	1,368,152.11	0	8,545,121.46	0		0 0	900,027.97	10,853,053.89
09/15/2013	38,326.20	1,314,445.11	0	8,281,817.54	0		0 0	517,992.76	10,152,581.61

No document other than the Informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

Date	Current expenses	Bondholders interest	Reserve fund increase	Principal Repayment	Interest Sub.Loan	Additional payments to class D	Repayment Sub.Loan	Financial Intermed. Remun.	Total
(2)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
12/15/2013	36,579.62	1,248,671.35	0	8,026,023.31	0	0	0	375,724.69	9,686,998.97
03/15/2014	34,904.86	1,185,601.89	0	7,777,532.76	0	0	0	360,140.24	9,358,179.75
06/15/2014	34,306.43	1,163,065.98	0	7,536,145.45	0	0	0	354,209.40	9,087,727.26
09/15/2014	33,048.67	1,115,700.50	0	7,301,666.29	0	0	0	342,392.36	8,792,807.82
12/15/2014	31,521.26	1,058,180.40	0	7,073,905.45	0	0	0	328,177.42	8,491,784.53
03/15/2015	30,057.54	1,003,058.32	0	6,852,678.18	0	0	0	314,548.42	8,200,342.46
06/15/2015	29,505.75	982,278.69	0	6,637,804.72	0	0	0	309,099.34	7,958,688.50
09/15/2015	28,397.92	940,559.38	0	6,429,110.13	0	0	0	298,687.04	7,696,754.47
12/15/2015	27,065.11	890,367.48	0	6,226,424.18	0	0	0	286,275.03	7,430,131.80
03/15/2016	26,037.23	851,659.11	0	6,029,581.23	0	0	0	277,178.67	7,184,456.24
06/15/2016	25,279.43	823,121.44	0	5,838,420.08	0	0	0	270,653.75	6,957,474.70
09/15/2016	24,305.02	786,426.35	0	5,652,783.89	0	0	0	261,492.45	6,725,007.71
12/15/2016	38,078.93	742,736.07	0	119,472,599.38	0	0	0	24,758,221.19	145,011,635.57
									1,038,511,826.65

V.1.4. Notes to the table.

a) Receipts

- (0) Balance of Reserve Fund
- (1) Outstanding Balance of the Mortgage Portfolio portfolio on the Determination Date corresponding to each Payment Date.
- (2) Payment Dates of principal and interest on the Securitisation Bonds up to their maturity date.
- (3) Amount of principal repaid in the portfolio of Mortgage Participations and Mortgage Transfer Certificates from the immediately preceding Payment Date up to the indicated Payment Date.
- (4) Net interest received by the Issuer from the immediately preceding Payment Date up to the indicated Payment Date. It corresponds to interest payments received from the Mortgage Participations and the Mortgage Transfer Certificates once the Swap Agreement has been applied.

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- (5) Income corresponding to the Issuer's Treasury Account, due to the Guaranteed Rate of Reinvestment Agreement for the Treasury Account, as well as the income obtained from the reinvestment of the Reserve Fund.
- (6) Reduction in the Reserve Fund.
- (7) Total inflows on each Payment Date, corresponding to the sum of inflows (3), (4), (5) and (6)

b) Payments

- (8) Amounts corresponding to current expenses of the Issuer.
- (9) Interest payable to the Bondholders.
- (10) Allocation for increase of Reserve Fund.
- (11) Principal repayment of the Securitisation Bonds.
- (12) Interest payments on the Subordinated Loan.
- (13) Additional Amounts.
- (14) Repayment of the Subordinated Loan .
- (15) Variable remuneration for Financial Intermediation.
- (16) Total payments on each Payment Date, corresponding to the sum of (8), (9), (10), (11), (12), (13), (14) and (15).

V.I.5. Timing foreseen for the Issuer

a) Date of Constitution

September 17, 2003

Constitution of the Issuer, issuance of and subscription for the Mortgage Participations and the Mortgage Transfer Certificates and issuance of the securitized Securitisation Bonds.

b) Date of the Subscription Period

September 18, 2003

Publication of the legal announcement of constitution of the Issuer. Subscription Period for the Securitisation Bonds.

c) Closing Date

September 22, 2003

Payment of the Securitisation Bonds and payment of the Mortgage Participations and the Mortgage Transfer Certificates. Interest on the Securitisation Bonds begins to accrue.

d) Payment Dates of the Issuer

March 15th, June 15th, September 15th and December 15th or, as appropriate, the following Business Day (according to the TARGET calendar, Madrid and/or Barcelona).

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The Gestora, on behalf of the Issuer, will on each Payment Date allocate the Available Funds as described in section V.5.1.B).2 of this Folleto.

e) Final Repayment Date

2 years after the repayment of the last First Drawdown repaid, i.e. December 31, 2034, without prejudice to the options available to the Gestora for the early liquidation of the Issuer as envisaged in section III.8.1 of this Folleto.

V.2 Accounting criteria used by the Issuer.

Income and expenditure will be accounted for by the Issuer on an accrual basis, i.e., based on the actual flow represented by such income and expenditure, regardless of when collection and payment is actually made.

The Issuer's fiscal year will coincide with the calendar year.

However, by way of an exception, the first fiscal year will start on the date of establishment of the Issuer, and the last fiscal year will end on the date on which the Issuer is liquidated.

V.3 Description of the purpose or object of the financial transactions entered into by Gestora on behalf of the Issuer in order to reduce the risk, increase the reliability of payments, counter the effects of the interest rate mismatch proceeding from the Mortgage Participations and the Mortgage Transfer Certificates or in general, transform the financial characteristics of all or part of the securities.

For the purposes of consolidating its financial structure and achieving the best protection available from the risks inherent to the issue, the Gestora, acting on behalf of the Issuer, will, on the same date of the Deed of Constitution, execute the agreements and take the steps described below.

The Gestora, so that it can undertake the operations of the Issuer on the terms determined in the Deed of Constitution and in the relevant legislation in force from time to time, acting for the account and on behalf of the Issuer, may extend or amend the agreements entered into on behalf of the Issuer, substitute each of the service providers of the Issuer and, if necessary, enter into additional agreements; all the foregoing, subject to the relevant legislation, to the previous authorisation of the CNMV, if necessary, or of the competent administrative body and to notification to the Rating Agencies, and provided that such actions are not prejudicial to the interests of the Bondholders.

V.3.1 Guaranteed Rate of Reinvestment Agreement:

The Gestora, on behalf and for the account of the Issuer, and CAIXA CATALUNYA will enter into a Guaranteed Rate of Reinvestment Agreement according to which CAIXA CATALUNYA will guarantee a return on the amounts deposited by the Issuer in an account open with such credit institution (the "**Treasury Account**").

The balances of the Treasury Account will be maintained in Euro.

Specifically, any amounts received by the Issuer as:

- (i) principal and interest of the Mortgage Participations and the Mortgage Transfer Certificates;
- (ii) any other amounts relating to the Mortgage Participations and the Mortgage Transfer Certificates grouped in the Issuer in accordance with the provisions of section IV.1.d) of the Folleto;
- (iii) the balance of the Reserve Fund, at any time (as described in section V.3.4);

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- (iv) the amounts credited to the Issuer according to the Swap Agreement; and
- (v) the amounts of income earned on the balance in the Treasury Account,

will be deposited in the Treasury Account, initially open in CAIXA CATALUNYA in the name of the Issuer by the Gestora.

CAIXA CATALUNYA guarantees a return for such account in accordance with the following:

- The life of the account will be divided into interest periods, each of which will end on the last day of each calendar month.
- The nominal annual interest rate, variable quarterly applicable to each interest period will be the Reference Interest Rate referred to in section II.10.1.c) and will be applied to the calendar month in respect of said Interest Rate Determination Time and to the next two calendar months. Interest will be credited to the Treasury Account within the following five days, value date the first day after the preceding payment period. Exceptionally, the annual nominal interest rate applicable to the first interest period will be determined, as agreed, on the date on which the Agreement is executed.
- Interest will be calculated in accordance with the Hamburg Method under Circular 8/1990, of September 7th, of Banco de España, as soon as all transactions in the Treasury Account during the period of payment have been put in order of value date, by calculating the average balance, multiplying it by the agreed nominal interest to be credited and by the number of days of the period of payment and dividing it by 36,500.
- If, while there are any Securitisation Bonds outstanding, the short-term debt rating of CAIXA CATALUNYA falls to below P-1 according to MOODY'S and/or F-1 according to FITCH, the Gestora will, within thirty (30) days, transfer the Issuer's Treasury Account to an entity whose short-term debt rating is at least P-1 and F-1 according to MOODY'S and FITCH, respectively, and will contract for the highest return rate possible for the balance of the Treasury Account, which return rate may be different from the one agreed to with CAIXA CATALUNYA. The Gestora may transfer the balance of the Treasury Account back to CAIXA CATALUNYA, if its short-term debt is again rated P-1 and F-1 by the agencies referred to above.

The Guaranteed Rate of Reinvestment Agreement mitigates the risk of time mismatch between the Issuer's cash inflows of principal and interest of the Mortgage Participations and the Mortgage Transfer Certificates on a monthly basis and the repayment and payment of interest on the Securitisation Bonds, made quarterly.

The Guaranteed Interest Rate Reinvestment Agreement will remain in effect until December 31, 2034 (or if this is not a Business Day, until the next Business Day) or until the date on which the Mortgage Participations and the Mortgage Transfer Certificates or the Securitisation Bonds have been repaid in full, if this date is earlier.

V.3.2 Subordinated Loan Agreement for a maximum amount of twenty five million (25,000,000) Euro

The Gestora shall, on behalf of the Issuer, enter into a subordinated loan agreement with CAIXA CATALUNYA for the maximum amount of twenty (25,000,000) Euro (the "**Subordinated Loan** ") which will be used to finance the expenses of establishment of the Issuer and issue of the Securitisation Bonds, to partially finance the acquisition of Mortgage Participations and Mortgage Transfer Certificates (in particular, the amount corresponding to interest earned due to the deferment of payment of the nominal amount of the Mortgage Participations and the Mortgage Transfer Certificates until the Closing Date) and to allocate resources to the Initial Reserve Fund.

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The Subordinated Loan will bear an annual nominal interest, variable and payable quarterly, equal to the Reference Interest described in section II.10.1.c) of this Folleto. This interest will only be credited if the Issuer has sufficient liquidity in the Treasury Account on the relevant Payment Date in accordance with the priority of payments established in section V.5.1.B).2 of this Folleto. The accrued interest to be paid on the Payment Date on which each Interest Period ends will be calculated based on: (i) the actual number of days in each Interest Period described in section II.10.1.a) of this Folleto, and (ii) one year of 365 days.

Interest accrued and unpaid on a Payment Date because the Issuer lacks liquidity in the Treasury Account in accordance with the priority of payments in section V.5.1 (B)2 will be capitalised accruing a default interest at the same rate as that of the Subordinated Loan and will be payable on the next Payment Date, provided that the Issuer has sufficient liquidity in the Treasury Account and in accordance with the priority of payments established in section V.5.1.B)2 of this Folleto.

The Subordinated Loan will mature on the date of liquidation of the Issuer. Nevertheless the Gestora may, on behalf and for the account of the Issuer, freely repay any part of the Subordinated Loan on each Payment Date if there are Available Funds for this purpose in the Treasury Account, in accordance with the priority of payments established in section V.5.1.B)2.

V.3.3 Interest Rate Swap Agreement

The Gestora will, on behalf and for the account of the Issuer, enter into an Interest Rate Swap Agreement with CAIXA CATALUNYA, the most important terms of which are described below.

According to the Swap Agreement, the Issuer will make payments to CAIXA CATALUNYA amounting to all the interest amounts received from the Mortgage Participations and the Mortgage Transfer Certificates during the most recent Determination Period and CAIXA CATALUNYA will make payments to the Issuer calculated on the weighted average interest rate of the Classes of Securitisation Bonds, all as set out below.

Counterparty A: The Gestora, on behalf and for the account of the Issuer.

Counterparty B: CAIXA CATALUNYA

1. Amount payable by Counterparty A

It will be sum of all amounts of interest received from the Mortgage Participations and the Mortgage Transfer Certificates during the most recent Determination Period.

2. Amount payable by Counterparty B

It will be the product of the application of the Interest Rate of Counterparty B (as determined in section 2.1 below) to the Swap Notional for Counterparty B in accordance with section 2.1 below.

2.1 Interest Rate of Counterparty B

It will be the annual interest rate resulting from the application of the Reference Interest Rate of the Securitisation Bonds for the relevant Interest Period plus the average margin of the Securitisation Bonds on the Payment Date, weighted by the Outstanding Balance of the Securitisation Bonds in the Determination Period immediately prior to the Payment Date, plus 0.65 per cent.

2.2 Swap Notional for Counterparty B

It will be the daily average on each Date of the preceeding Determination Period of the Outstanding Balance of the Mortgage Portfolio, described in section II.11.3.4 of this Folleto, that are not in arrears for a period exceeding three (3) months, excluding

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the First Drawdowns in a Forbearance Period for a period of equal or higher than three (3) months, minus the sum of all the Additional Amounts paid until the immediately preceding Determination Date (all together from now on the Notional Outstanding of the "**Mortgage Participations and Mortgage Transfer Certificates**").

Payments (or receipts) due under the Swap Agreement will be made on each Payment Date described in section II.10.3 for their net value, i.e., for the positive (or negative) difference between the amount payable by Counterparty A and the amount payable by Counterparty B (the "**Net Swap Amount**").

If on a Payment Date the Issuer does not have sufficient liquidity in the Treasury Account to make full payment of the Net Swap Amount due to CAIXA CATALUNYA, the Swap Agreement may be terminated. In this case, the Issuer will assume liability for the liquidation payment due under the Agreement, all in accordance with the priority of payments included in section V.5.1.B).2. of the Folleto. Notwithstanding the above, except in the case of a permanent extreme imbalance as described above, the Gestora, acting on behalf of the Issuer, will ensure that a swap contract is always in force, provided this does not cause a financial imbalance to the Issuer.

If on a Payment Date CAIXA CATALUNYA fails to satisfy its payment obligations for the total Net Swap Amount to be paid to the Issuer, the Swap Agreement may be terminated, without prejudice to the possibility of drawing from the cash deposit described below. In that event: (i) CAIXA CATALUNYA will assume liability for the liquidation payment due under the Agreement, and (ii) the amounts to be paid by the Issuer to CAIXA CATALUNYA, in accordance with the Swap Agreement, if any, will take 15th place in the priority of payments referred in section V.5.1.B.2) of this Folleto.

The Swap Agreement will mature on the date of liquidation of the Issuer

The execution of the Swap Agreement satisfies, on the one hand, the need to eliminate the interest rate risk relating to the fact that the First Drawdowns bear a floating rate of interest with reference indices and revision and payment periods different from the floating interest fixed for each of the Classes of Securitisation Bonds issued by the Issuer; and, on the other hand, the risk that, under the regulations governing the modification and subrogation of mortgage loans, the First Drawdowns may be renegotiated so that the agreed interest rate is lowered.

3. Other obligations of the Swap Agreement

Should, at any time during the life of the Securitisation Bonds, the long-term debt rating of CAIXA CATALUNYA fall to below A-1 according to MOODY'S and/or the short-term debt rating of CAIXA CATALUNYA fall to below F-1 according to FITCH's, CAIXA CATALUNYA will within a maximum of thirty (30) days from the notification of the rating decrease, (i) seek a third party with a minimum long-term debt rating of A1 according to MOODY'S and a short-term debt rating of F-1 according to FITCH which will guarantee the obligations arising from the Swap Agreement on terms which the Gestora, MOODY'S and FITCH deem appropriate and which ensure the maintenance of the ratings of the Securitisation Bonds; or (ii) assign its contractual position in the Swap Agreement to a third party on terms which the Gestora, MOODY'S and FITCH deem appropriate and which ensure the maintenance of the ratings of the Securitisation Bonds; or (iii) constitute and renew on each Payment Date, to secure the obligations under the Swap Agreement, a current account cash deposit which will be subject to Law 19/2002 of July 5th, 2002, on Security Interests ("*Ley de Derechos Reales de Garantía*"), of the Generalitat de Catalunya, for an amount equal to the market value of the Swap Agreement, which value will be revised and calculated weekly by a Calculation Agent. All costs, taxes and expenses incurred in complying with the above obligations will be borne by CAIXA CATALUNYA.

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Accordingly, since at the date of verification of this Folleto the long-term debt rating of CAIXA CATALUNYA is A2 according to MOODY's ratings, CAIXA CATALUNYA will, as from the Date of Constitution of the Issuer, make a deposit in a current account open for the Issuer, from which the Gestora, acting on behalf of the Issuer, may only draw in the event of the default of the Swap Agreement by CAIXA CATALUNYA.

The amount in cash to be deposited by CAIXA CATALUNYA in said current account will be determined weekly by the Calculation Agent in accordance with the following rules:

- (i) As long as CAIXA CATALUNYA has a long-term debt rating of below A1 according to MOODY'S, the amount of the deposit in cash in said Deposit Account will be equal to 102% of the market value of the Swap Agreement, or,
- (ii) As long as CAIXA CATALUNYA has a long-term debt rating of below A2 and/or a short-term debt rating of below P-1 according to MOODY's, the amount of the deposit in cash in said Deposit Account will be 102% of the market value of the Swap Agreement plus the result of multiplying the Notional Amount of the Mortgage Participations and the Mortgage Transfer Certificates by the residual average life of the Mortgage Participations and the Mortgage Transfer Certificates at the time of calculation and by 0.20 %.

As long as CAIXA CATALUNYA has the rating described in this section (ii) the Gestora will each week, at the same time that the Calculation Agent obtains the amount to be deposited in the Deposit Account, request a third entity of recognized international repute accepted by MOODY'S for the confirmation of the market value of the Swap Agreement calculated by the Calculation Agent. If the market value of the Swap Agreement provided by this third entity exceeds the value calculated by the Calculation Agent, the latter market value will be applied to determine the balance of the Deposit Account.

- (iii) As long as CAIXA CATALUNYA has a long-term debt rating of below Baa2 and/or a short-term debt rating of below P-2 according to MOODY's, the amount of the cash deposit in said Deposit Account will be 102% of the market value of the Swap Agreement plus the result of multiplying the Notional Amount of the Mortgage Participations and the Mortgage Transfer Certificates by the residual average life of the Mortgage Participations and the Mortgage Transfer Certificates at the time of calculation and by 0.4 %.
- (iv) Additionally, in the event that CAIXA CATALUNYA has a short-term debt rating of F2 according to FITCH, the calculation of the balance of the Deposit Account shall be adequate for that Rating Agency, so that the ratings granted to the Securitisation Bonds are maintained. Additionally, if CAIXA CATALUNYA has the ratings described in section (iii) above or has a short-term debt rating of below F2 according to FITCH, CAIXA CATALUNYA will be obliged, within at most thirty (30) days after notification of the fall in the rating, to seek a third company with a long-term debt rating of at least A1 according to MOODY's and a short-term debt rating of F-1 according to FITCH to guarantee the obligations arising out of the Swap Agreement in the terms considered appropriate by the Gestora, MOODY'S and FITCH and that ensures that the ratings of the Securitisation Bonds are maintained;

The Calculation Agent will be CAIXA CATALUNYA except in case (iii) above, when it will be a third entity accepted by the Gestora and by MOODY's with a minimum long-term debt rating of A2 and a short-term debt rating of P-1 according to MOODY's. In this case, the new Calculation Agent will receive a fee which will take 7th place in the priority of payments described in section V.5.1.B.2) of this Folleto (or 8th place if the administrator of the Mortgage Loans has been substituted), consequently changing the numbering of the successive payments set out in the subsequent items.

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The Gestora, acting on behalf of the Issuer, may only keep in its possession and draw from the funds deposited in the current account of the deposit in the event of the default by CAIXA CATALUNYA of the obligations assumed by the latter under the Swap Agreement.

The deposit will remain in effect until any of the following events occurs, in which case the amount deposited will be refunded in full to CAIXA CATALUNYA:

- CAIXA CATALUNYA obtains a long-term debt rating of A1 or higher according to MOODY'S and a short-term debt rating of F1 according to FITCH.
- As provided for in the Swap Agreement, CAIXA CATALUNYA: (i) is substituted for in that Agreement by a third entity with a long-term rating of at least A1 according to MOODY'S and a short-term debt rating of F-1 according to FITCH, that guarantees the obligations arising out of the Swap Agreement on the terms considered appropriate by the Gestora, MOODY'S and FITCH and that ensures that the ratings of the Securitisation Bonds are maintained; or ii) assigns its contractual position in the Swap Agreement to a third party on terms which the Gestora, MOODY'S and FITCH deem appropriate and which ensure the maintenance of the ratings of the Securitisation Bonds.
- It will also be cancelled on early termination of the Swap Agreement, by another cause different from the abovementioned and/or for the liquidation or extinguishment of the Issuer.

V.3.4 Reserve Fund

The Gestora, on behalf and for the account of the Issuer, will create a Reserve Fund with the following characteristics:

(a) Amount

The Reserve Fund is initially provided with an amount equivalent to 2.3% of the initial nominal balance of the Securitisation Bonds at the Closing Date, that is, nineteen million five hundred and fifty thousand (19,550,000) Euros (from now on, the "**Minimum Amount Reserve Fund**"), and its amount will change along the existence of the Fund according to the following schedule; however, in no case it will exceed the maximum amount of the Reserve Fund (from now on, the "**Maximum Amount Reserve Fund**"), that is, an equivalent amount to 2.5% of the Nominal Initial Balance of the Securitisation Bonds.

- (i) As from the first Payment Date, if the Rolling Averages of the Delinquency Ratio calculated during the last three months are less than 3%, the Reserve Fund will be the lesser of (i) the Initial Reserve Fund; and (ii) the higher of: (a) 5.75 % of the Outstanding Balance of the Securitisation Bonds or (b) an amount equal to 1.4 % of the Initial Nominal Amount of the Securitisation Bonds, i.e., eleven million and nine hundred thousand (11,900,000) Euro.

For this purpose, and depending on the context, "**Rolling Averages**" will mean (A) the quarterly average of the last three monthly Delinquency Ratios before the calculation date or, as the case may be, (B) the average of the three Outstanding Balance of the Mortgage Portfolio deriving from First Drawdowns in previous Forbearance Period, before the calculation date (and including the monthly average calculated on that date). The calculation date of each Rolling Average will be the last day of each calendar month.

"**Delinquency Ratio**" will be the Outstanding Balance of Mortgage Participations and Mortgage Transfer Certificates in arrear for over ninety (90) days divided by Outstanding Balance of the Mortgage Portfolio. The calculation date of each monthly Delinquency Ratio will be the last day of each calendar month.

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- (ii) If any of the Rolling Averages of the Delinquency Ratio calculated in each of the last three months is 3 % or greater, the balance of the Reserve Fund on that and on the next Payment Date(s) will be the lesser of (i) the Maximum Reserve Fund; and (ii) the higher of: (a) 6.25% of the Outstanding Balance of the Securitisation Bonds or (b) an amount equal to 1.6% of the Initial Nominal Balance of the Securitisation Bonds, i.e. thirteen million and six hundred thousand (13,600,000 Euro).
- (iii) If, for at least four consecutive months, once what explained in section (ii) above has occurred, the monthly Delinquency Ratio of each of said four months is less than 2.2%, on the following Payment Date the Reserve Fund will be calculated as provided for in section (i) above.
- (iv) Without prejudice to section (ii) above, the Reserve Fund will remain constant in the amount determined at the last Determination Period if the sum of (a) the Outstanding Balance of Mortgage Portfolio in arrears for over ninety (90) days on the Determination Date prior to the relevant Payment Date, and (b) Outstanding Balance of the Mortgage Portfolio deriving from First Drawdowns in Forbearance Period on the Determination Date prior to the relevant Payment Date is equal to 3.5% or more of Outstanding Balance of the Mortgage Portfolio on that date.

In the event that on any Payment Date the amount of the Reserve Fund is less than the “**Minimum Amount of the Reserve Fund**”, understood to be the amount resulting from applying the provisions of sections (i) to (iv) above, CAIXA CATALUNYA will, within three (3) months as from that Payment Date, grant, with satisfactory terms to the Rating Agencies, a liquidity line to the Issuer in an amount equal to the sum of the interest and principal repayments not received from the First Drawdowns in Forbearance Period on the Determination Date prior to the relevant Payment Date. Once the Minimum Amount of the Reserve Fund is reached, payment of interest accrued and outstanding principal of the liquidity line arranged will be made using the Available Funds on any Payment Date after meeting the payment obligations contemplated in places 1st to 6th of the order of priority of payments contemplated in section V.5.1.b).2 of this Folleto, unless CAIXA CATALUNYA has been replaced as administrator of the Mortgage Loans and/or CAIXA CATALUNYA has been replaced as Calculation Agent of the Swap Agreement and the administration fee and/or the Calculation Agent’s fee is payable in the order contemplated in section V.5.1.B).2, in which case the payment of interest and principal of the liquidity line referred to in this paragraph will take 8th or 9th place respectively in the order of priority of payments contemplated in section V.5.1.B). 2 of this Folleto.:

Notwithstanding the above, the levels of the Reserve Fund, either the maximum or the minimum, envisaged in this section may be reduced on a Payment Date and throughout the life of the Issuer, if legally it is possible due to the regulation of the requirements for the amendment of the Deed of Constitution of the Issuer, with the previous notification to the CNMV, and also with the express and discretionary authorisation of the Rating Agencies, provided such amendments do not affect the financial balance of the Issuer or the credit ratings of the Securitisation Bonds granted by them.

(b) Return

The amount of such Reserve Fund will be paid to the Treasury Account and will be the object of the Guaranteed Rate of Reinvestment Agreement for the Treasury Account to be entered into with CAIXA CATALUNYA and described in section V.3.1 of this Folleto.

(c) Application

The Reserve Fund will be used, on each Payment Date, to fulfil the payment obligations included in the order of priority of payments set out in section V.5.1.B)2 of this Folleto, provided that on the relevant Payment Date, the balance of the Treasury Account has been exhausted.

No document other than the Informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

V.4 Other Agreements

V.4.1 Underwriting and Placement Agreement for the Bond issue

The Gestora, on behalf of and for the account of the Issuer, will enter into an underwriting and placement agreement for the Bond issue with CAIXA CATALUNYA, CREDIT AGRICOLE INDOSUEZ and DEUTSCHE BANK as the Underwriters and Placers (the “**Underwriting and Placement Agreement**”). Under the Underwriting and Placement Agreement, such Underwriters will assume the following responsibilities: 1) to freely place the Securitisation Bonds with investors; 2) to subscribe for the Securitisation Bonds which have not been subscribed for by the end of the Subscription Period, up to the amount agreed to by each Underwriter, as described in section II.19.1 of this Folleto; 3) to pay the Paying Agent before 13.00 h. (Madrid Time) on the Closing Date, value date that day, the nominal amount placed and, as may be the case, subscribed for in its own name by each Underwriter and Placer, after deduction of its commission; the Paying Agent will pay the Issuer, before 14.00 h. (Madrid Time) of the same day, value date that day, the total subscription moneys received from the Underwriters and Placers, after deduction of the financial advice, underwriting and placement commission; 4) undertaking to pay default interest agreed upon in the Underwriting and Placement Agreement in case of delay in payment of amounts due; 5) delivery to subscribers of a subscription receipt.

The Underwriters and Placers of the Securitisation Bonds will receive an underwriting and placement commission for a total amount of 1,600,000 Euros (so that each Underwriter and Placer of the Securitisation Bonds will receive approximately a 0.19% of the nominal amount underwritten by it under the Underwriting and Placement Agreement described in paragraph V.4.1. of the Folleto.

V.4.2 Paying Agency Agreement of the Securitisation Bonds

The Gestora, on behalf and for the account of the Issuer, will enter into a Paying Agency Agreement with CAIXA CATALUNYA to perform the financial services relating to the Securitisation Bonds being issued by the Issuer.

The obligations of the Paying Agent under the Paying Agency Agreement are summarised below:

- (i) to make payment to the Issuer before 14:00 h. on the Closing Date of the amount which, according to the Underwriting and Placement Agreement, is paid by the Underwriters and Placers, value date that day, by crediting the Treasury Account of the Issuer;
- (ii) to deliver to the Gestora the informative statements on the distribution of the Securitisation Bonds, duly completed by each of the Underwriters and Placers, using for this purpose the standard form established by the CNMV with a breakdown for each Class;
- (iii) on each Payment Date of the Securitisation Bonds, to make payment of interest and repayment of principal on the Securitisation Bonds, after deduction of withholding tax on returns from investments, in accordance with the applicable tax laws; and
- (iv) at each Interest Determination Time, to communicate to the Gestora the Reference Interest Rate which will be used as the basis of calculation for the nominal interest rate applicable to each of the Classes of Securitisation Bonds.

In consideration for the services to be performed by the Paying Agent under the Paying Agency Agreement, the Issuer will pay to the Paying Agent on each Payment Date a fee of 0.05 %, taxes included, of the amount to be paid to Bondholders on each Payment Date, provided that the Issuer has enough resources according to the priority of payments of the Issuer described in section V.5.1.B).2. of this Folleto.

The amount corresponding to withholding tax on returns from investments demanded by applicable legislation, if any, on each Interest Payment Date of the Securitisation Bonds will be

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deposited in the Treasury Account until the date on which the Paying Agent, following instructions of the Gestora, should pay it in.

Should the short-term debt rating of CAIXA CATALUNYA, at any time during the life of the Securitisation Bonds, fall to below P-1 according to MOODY's and/or to below F-1 according to FITCH, the Gestora will, within thirty (30) days, nominate as Paying Agent an entity whose short-term debt rating is at least P-1 and F-1 according to MOODY's and FITCH, respectively, which entity will assume responsibility for the obligations that CAIXA CATALUNYA had been carrying out until then.

The Paying Agency Agreement will remain in effect until December 31, 2034 (or if this is not a Business Day, until the next Business Day) or until the date on which the Mortgage Participations and the Mortgage Transfer Certificates or the Securitisation Bonds have been repaid in full, if this date is earlier.

V.5.3. Administration, process of the financial intermediation and deposit of the Mortgage Participations and the Mortgage Transfer Certificates

The functions of administration of the Mortgage Loans, described in section IV.2 of this Folleto, payment of the process of the financial intermediation, described in section IV.1.j) of this Folleto, and regulation of the deposit of the Mortgage Participations and the Mortgage Transfer Certificates to be issued, described in section IV.1.c) of this Folleto, respectively, will be regulated in the Deed of Constitution of the Issuer.

V.5 Priority of Payments by the Issuer

V.5.1 Ordinary rules for the priority of payments by the Issuer

Source and Application of Funds

A) On the Closing Date

The source and application of the proceeds available to the Issuer on the Closing Date of the issue of Securitisation Bonds will be the following:

1. **Source:** the Issuer will have proceeds available from:
 - a) Payment of the Securitisation Bonds subscribed for on the market
 - b) Drawdown of the Subordinated Loan
2. **Application:** on the Closing Date the Issuer will use the proceeds described above to make the following payments:
 - a) Payment of the price of issue of the Mortgage Participations and the Mortgage Transfer Certificates that form the Issuer.
 - b) Payment of initial expenses of constitution of the Issuer and issue of Securitisation Bonds.
 - c) Allocation to the Initial Reserve Fund.

B) From the Closing Date and up to the final repayment of the Securitisation Bonds

1. **Source:** the available amounts on each Payment Date will be the following (the "Available Funds"):

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- a) The proceeds received as principal of the Mortgage Participations and the Mortgage Transfer Certificates during each preceding Determination Period. Such amounts will have been deposited in the Treasury Account in accordance with the provisions of section V.3.1 of this Folleto.
- b) The ordinary and default interest received from the Mortgage Participations and the Mortgage Transfer Certificates during each preceding Determination Period. Such amounts will have been deposited in the Treasury Account in accordance with the provisions of section V.3.1 of this Folleto.
- c) The income received during each preceding Determination Period from the reinvestment of the Reserve Fund, according to the provisions of section V.3.4.B., as well as from other amounts deposited in the Treasury Account. Such amounts will have been deposited in the Treasury Account in accordance with the provisions of section V.3.1 of this Folleto.
- d) Reserve Fund described in section V.3.4 of this Folleto.
- e) Any other amounts received by the Issuer, including those resulting from its share in the sale or operation of property adjudicated to it.
- f) The Net Swap Amounts received under the Swap Agreement according to the provisions of section V.3.3 of this Folleto or, in case of default by CAIXA CATALUNYA, amounts deposited by CAIXA CATALUNYA in an account open for the Issuer or the termination payment of the Swap.

2. Application:

The Capital Repayment Fund will be used:

- (i) First to repay in full the Outstanding Balance of Class A Securitisation Bonds in accordance with their repayment rules.
- (ii) Once the Outstanding Balance of Class A Securitisation Bonds has been repaid in full, the Capital Repayment Fund will be used to repay the Outstanding Balance of the Class B Funds.
- (iii) Once the Outstanding Balance of Class A and Class B Securitisation Bonds has been repaid in full, the Capital Repayment Fund will be used to repay the Outstanding Balance of the Class C Securitisation Bonds.
- (iv) Once the Outstanding Balance of Class A, Class B and Class C Securitisation Bonds has been repaid in full, the Capital Repayment Fund will be used to repay the Outstanding Balance of the Class D Securitisation Bonds.

By way of an exception to the above, the Capital Repayment Fund will be used on any Payment Date to repay the Outstanding Balance of the Securitisation Bonds without differentiating between Classes A and B or without differentiating between Classes and in proportion to the Outstanding Balance of each Bond if on that Payment Date all of the requirements contemplated in section II.11.3.8. are met.

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The Available Funds, with the limitations and rules described above, will be allocated on each Payment Date to comply with the payment or withholding obligations, regardless of the time of their accrual, in the following order:

- 1^o Payment of the ordinary and extraordinary expenses of the Issuer, whether funded or not by the Gestora and duly evidenced, including the management fee due to the latter and the remaining expenses and fees for services. In this order payments will only be made to CAIXA CATALUNYA and in relation to the management of the Mortgage Participations and the Mortgage Transfer Certificates, for expenses it has advanced or funded for the account of the Issuer and for the amounts to be reimbursed, all duly evidenced.
- 2^o Payment to CAIXA CATALUNYA or, as may be the case, the entity substituted for it, of the Net Swap Amount of the Securitisation Bonds and, in case of termination of such Agreement for non-performance by the Issuer, payment of the amount due by the Issuer that corresponds to the termination payment of the Swap Agreement.
- 3^o Payment of interest accrued on the Class A Securitisation Bonds.
- 4^o Payment of interest accrued on the Class B Securitisation Bonds, unless that payment is deferred as provided for below.
- 5^o Payment of interest accrued on the Class C Securitisation Bonds, unless that payment is deferred as provided for below.
- 6^o Payment of interest accrued on the Class D Securitisation Bonds, unless that payment is deferred as provided for below.
- 7^o Withholding of an amount sufficient to keep the First Capital Repayment Fund as provided for in section II.11.3.5. of this Folleto.
- 8^o Payment of interest accrued on the Class B Securitisation Bonds, whenever this payment is deferred.
- 9^o Withholding of an amount sufficient to keep the Second Capital Repayment Fund as provided for in section II.11.3.5. of this Folleto.
- 10^o Payment of interest accrued on the Class C Securitisation Bonds, whenever this payment is deferred.
- 11^o Withholding of an amount sufficient to keep the Third Capital Repayment Fund as provided for in section II.11.3.5. of this Folleto.
- 12^o Payment of interest accrued on the Class D Securitisation Bonds, whenever this payment is deferred.
- 13^o Withholding of an amount sufficient to keep the Fourth Capital Repayment Fund as provided for in section II.11.3.5. of this Folleto.
- 14^o Withholding of an amount sufficient to keep the Reserve Fund required under the provisions of section V.3.4. This withholding will not be made on the last Payment Date or upon the liquidation of the Issuer.
- 15^o Payment of interest accrued on the Subordinated Loan.

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16° Application of the Available Amounts to the Additional Amounts for the repayment of Class D Securitisation Bonds.

17° Repayment of the principal amount of the Subordinated Loan as established in Section V.3.2. of the Folleto.

18° Payment of the remuneration for financial intermediation as established in Section IV.1.j) of the Folleto.

V.5.2 Exceptional rules for the priority of payments by the Issuer

Payment of interest accrued by the Class B Securitisation Bonds on a Payment Date will move from priority 4th to priority 8th in the order of priority of payments established above whenever on a Determination Date any of the following circumstances occurs:

- a) The difference between (i) the Outstanding Balance of Class A Securitisation Bonds and (ii) the positive difference between Available Funds on a Payment Date and amounts necessary to meet the payment obligations contemplated in sections 1 to 6 above (considering that the Interest Payment on Class C and Class D Securitisation Bonds have been deferred) is higher than Outstanding Balance of the Mortgage Portfolio; or
- b) the Delinquency Ratio at the preceding Determination Date is greater than 13.45% on that Date.

Payment of interest accrued by the Class C Securitisation Bonds on a Payment Date will move from priority 5th to priority 10th in the order of priority of payments established above whenever on a Determination Date any of the following circumstances occurs:

- a) The difference between (i) the Outstanding Balance of Class A Securitisation Bonds plus the Outstanding Balance of Class B Securitisation Bonds and (ii) the positive difference between Available Funds on a Payment Date and amounts necessary to meet the payment obligations contemplated in sections 1 to 7 above is higher than Outstanding Balance of the Mortgage Portfolio; or
- b) the Delinquency Ratio at the preceding Determination Date is greater than 10.2% on that Date.

Payment of interest accrued by the Class D Securitisation Bonds on a Payment Date will move from priority 6th to priority 12th in the priority of payments established above whenever on a Determination Date any of the following circumstances occurs:

- c) The difference between (i) the sum of the Outstanding Principal Balance of Class A Securitisation Bonds, the Outstanding Principal Balance of Class B Securitisation Bonds and the Outstanding Principal Balance of Class C Securitisation Bonds, and (ii) the positive difference between the Available Funds on a Payment Date and the amounts necessary to meet the payment obligations established in sections 1st to 8th above is greater than the Outstanding Balance of the Mortgage Portfolio, or:
- d) The Delinquency Ratio on the preceding Determination Date is greater than 6.8% on that Date.

If a third party is substituted for CAIXA CATALUNYA as Administrator of the Mortgage Loans, a fee will be payable to the new third-party administrator, which fee will have priority 7th in said order of priority, and the successive payments contained in the following items will be renumbered accordingly.

Additionally, if because of the decrease in the debt rating of CAIXA CATALUNYA, another entity substitutes for CAIXA CATALUNYA as Calculation Agent of the balances in the Deposit Account of

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the Swap Agreement, a commission will be paid to the new third-party Calculation Agent which will have priority 7th in the above order of priority of payments (or priority 8th if the substitution of the administrator has occurred as contemplated in the preceding paragraph), and the subsequent payments will be renumbered accordingly.

Likewise, if CAIXA CATALUNYA, as provided for in section V.3.4. of the Folleto, grants a liquidity line to the Issuer in order to reach the Minimum Amount of the Reserve Fund, the payment of interest accrued and outstanding principal of the liquidity line arranged will take 7th place in the priority of payments referred to above unless payment of any of the commissions referred to in the preceding paragraphs is due, in which case it will take 8th or 9th place in said priority of payments (if the administrator and/or the Calculation Agent have been substituted, respectively), consequently renumbering the rest of the payments on the list.

Finally, if CAIXA CATALUNYA, as provided for in section IV.1.f. of the Folleto grants a liquidity line to the Issuer for an amount equal to the sum of the interest and principal repayment not received from the First Drawdowns in Forbearance Period that exceed the percentages stated in that section on the Determination Date before the relevant Payment Date, payment of the interest accrued and the outstanding principal of the liquidity line arranged will be made applying the funds available on the relevant Payment Date after meeting the payment obligations contemplated in sections 1st to 7th of the order of priority of payments contemplated in section V.5.1.B).2 of the Folleto, thus taking 8th place in the mentioned priority of payments; unless CAIXA CATALUNYA is substituted as administrator of the mortgage loans or CAIXA CATALUNYA is substituted as Calculation Agent of the Swap Agreement and payment of the administration fee and/or the fee of the Calculation Agent is due in the order envisaged in section V.5.1.B).2, and/or as provided for in section V.3.4. of the Folleto, the liquidity line envisaged in section V.3.4. of this Folleto is granted, in which case payment of the interest and principal of the liquidity line referred to in this paragraph will take 9th, 10th or 11th place, respectively, in the order of priority contemplated in section V.5.1.B).2.

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CHAPTER VI GENERAL INFORMATION ON THE GESTORA

According to Royal Decree 926/1998, Asset Securitisation Funds lack legal status and “Sociedades Gestoras de Fondos de Titulización” (Managing Companies of Securitisation Funds) are responsible for the establishment, management and legal representation of the Funds and for the representation and protection of the interests of holders of securities issued by the Funds they manage.

Accordingly, this Chapter sets out the information relating to GESTIÓN DE ACTIVOS TITULIZADOS, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN S.A., in its capacity as the Sociedad Gestora (“**Gestora**”) that establishes, manages and represents HIPOCAT 6, FONDO DE TITULIZACIÓN DE ACTIVOS.

VI.1 Information on the Company, except for its capital.

VI.1.1 Name and registered office.

- Name: GESTIÓN DE ACTIVOS TITULIZADOS, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN S.A.
- Registered Office: Fontanella 5-7, 08010 Barcelona
- N.I.F.: A61604955
- C.N.A.E.: 0074

VI.1.2 Constitution and registration with the Companies Register, as well as information relating to administrative authorisations and registration with the Comisión Nacional del Mercado de Valores.

The Gestora was established with the name of GESTIÓN DE ACTIVOS TITULIZADOS, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN HIPOTECARIA S.A. and was incorporated by a public deed executed on February 27th 1998 in the presence of the notary of Barcelona D. José Marqueño de Llano, under number 646 of his files and in accordance with the prior authorisation of the Ministry of Economy and Finance dated February 13th 1998. It changed its bylaws, changing its name to the actual GESTION DE ACTIVOS TITULIZADOS, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN for its transformation into a company managing Securitization Funds on February 4, 2000, through the public deed executed in the presence of the notary public of Barcelona Mr. Juan José López Burniol. The Company is registered with the Companies Register of Barcelona (Volume 30545, Sheet 41, Page B177694), first inscription. In addition, it is registered with the special registry of the CNMV under number 9.

The duration of the Gestora is indefinite, unless any of the causes occur in which its dissolution is required by law or by its by-laws.

VI.1.3 Corporate Purpose.

In accordance with legal requirements, article 2 of its by-laws establishes that: “The exclusive purpose of the company is the constitution, management and legal representation of both asset securitisation funds and of mortgage securitisation funds”.

No document other than the Informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

VI.1.4 Place where documents referred to in the Folleto can be inspected.

The Company's by-laws, accounting statements and economical-financial information, as well as this Folleto and any other document referred to herein, or the existence of which is deduced from its contents, are available for inspection at the registered office of the Gestora, calle Fontanella 5-7, 08010 Barcelona.

The present Folleto was filed with the Official Register of the CNMV on September 17th, 2003. It is available to the public, free of charge, at the registered offices of the Gestora and of the Underwriters and Placers. In addition, it is available for inspection at the CNMV, in Madrid, Paseo de la Castellana, 19, and at the governing body of Mercado AIAF, with address in Madrid at Plaza Pablo Ruiz Picasso, s/n, Edificio Torre Picasso, planta 43.

As soon as the Deed of Constitution has been executed and before the Subscription Period of the Securitisation Bonds begins, the Gestora will file with the CNMV a certified copy of the Deed of Constitution. In addition, the Gestora, Iberclear or the participating entity to which it has delegated its functions, and the governing body of the AIAF, Mercado de Renta Fija, will have copies of the Deed of Constitution available at all times for inspection by Bondholders and by the public.

VI.2 Information relating to Capital.

VI.2.1 Nominal Share Capital subscribed and paid up.

At the date of registration of this Folleto, the share capital, fully subscribed and paid up, is nine hundred one thousand, six hundred fifty (901,650) euro.

VI.2.2 Classes of Shares.

All shares are ordinary registered shares of the same and unique class and they confer the same political and economic rights. The share capital is represented by 15,000 registered shares each with a par value of sixty point eleven (60.11) euro.

VI.2.3 Changes in the share capital during the last three years.

On July 2nd, 2001, it was resolved to restate the capital in euro and subsequently to increase it by 134.84 euro by increasing the par value of the shares in order to round that par value upwards to the nearest cent of a euro, against voluntary reserves.

VI.3 Information on Shareholdings.

VI.3.1 Shares in other companies.

There are no shareholdings owned by the Gestora in other companies.

VI.3.2 Group of companies of which the Gestora forms part.

For the purposes of article 42 of the Commercial Code, GESTIÓN DE ACTIVOS TITULIZADOS, SOCIEDAD GESTORA DE FONDOS DE TITULACIÓN, S.A. forms part of the CAIXA CATALUNYA Group.

VI.3.3 Major Shareholders.

At the date of registration of this Folleto, title to the shares of the Gestora is divided among the companies set out below, stating the percentage of shares held by each of them:

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CAIXA CATALUNYA	486,891 euro (54 per cent. of the capital)
FACTORCAT, Establecimiento Financiero de Crédito S.A.	207,379.5 euro (23 per cent. of the capital)
LEASING CATALUNYA, Establecimiento Financiero de Crédito, S.A.	207,379.5 euro (23 per cent. of the capital)

VI.4 Corporate bodies.

Under the bylaws of the Gestora, the General Meeting of Shareholders and the Board of Directors are responsible for its management. Their powers and authorities are those vested in such bodies in the Spanish Corporations Law and Law 19/1992, of July 7th, relating to the corporate purpose.

Among the other administrative bodies contemplated by the by-laws, a Managing Director has been appointed to whom the authorities of the Board of Directors have been delegated. There is also a General Manager with ample powers within the organisation and to represent the Gestora before third parties.

VI.4.1 Directors.

Board of Directors.

At the date of registration of this Folleto, the Board of Directors is comprised of the following members:

Directors:

- Mr Lluís Gasull Moros (Chairman and Managing Director)
- Mr Gabriel Santolaria Arruebo
- Mr Ferrán Sicart Ortí
- Mr. Ignacio Martín Morales
- Mr. Jaime Sambola Pijuan

Secretary (not a Director): Ms Cristina Puig Carrasco

VI.4.2 General Management.

The General Manager of the Gestora is Mr. Carles Fruns Moncunill.

VI.5 Interests held in Gestora by the persons mentioned at section VI.4.

The persons referred to in section VI.4 above do not hold, directly or indirectly, any shares or convertible Securitisation Bonds issued by the Gestora.

VI.6 Lenders to Gestora (over 10%).

The Gestora has not borrowed moneys from any person or entity.

VI.7 Existence of any situation of insolvency or significant litigation which could affect the economic and financial situation of the Gestora or in the future its capacity to effect the administration of the Issuer set out in this Folleto.

No document other than the Informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

At the date of registration of this Folleto, no litigation or lawsuits are in progress that may have a significant effect on the financial and economic situation of the Gestora or, at a future date, on its capacity to carry out the functions of management and administration of the Issuer envisaged in this Folleto.

No document other than the Informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

CHAPTER VII
RECENT DEVELOPMENT OF THE MORTGAGE MARKET IN GENERAL AND THE MORTGAGE
LOAN MARKET WHICH MAY AFFECT THE FINANCIAL STATUS OF THE MORTGAGE
SECURITISATION FUND

VII.1 Recent and significant trends of the Mortgage Market in general and in particular, the market for mortgage loans, in relation to its regulatory framework, changes in interest rates, and early repayment and default ratios.

In recent years, the Spanish mortgage market has experienced a significant transformation, with respect to its legal structure and the growing interest shown in it by credit institutions.

The regulations governing this market have aimed to grant Mortgagors more power to negotiate the terms of the loans and to reduce certain costs involved in their renegotiation. Accordingly, in addition to Law 2/1994, of March 30th, regarding Subrogation and Modification of Mortgage Loans (which regulates the possibilities of substitution and renegotiation of the economic terms of the loans with the reduction of tax and official costs, together with a reduction of early repayment fees for floating rate loans), two measures have been enacted which should lower the transaction costs of subrogation and novation of mortgage loans: on the one hand, the agreement to reduce commissions made between the Ministry of Economy and commercial banks and savings banks and, on the other hand, the passing of Royal Decree 2616/1996, of December 20th, which changes notarial and registration fees for the subrogation and novation of mortgage loans referred to in Law 2/1994.

In addition, the significant reduction of interest rates in recent years, together with the increased competition among credit institutions in this segment, due to its strategic importance for fostering client loyalty, have caused a considerable increase in the levels of early repayment of mortgage loans bearing interest at higher rates than those prevailing in the market at any given time, in cases where the lenders do not accept the renegotiation of financial terms.

Therefore, in any event, it should be noted that early repayment of mortgage loans will take place regardless of the Law on Subrogation and Modification of Mortgage Loans, since its feasibility will be motivated not only by the opportunities offered by the Law, but also by more decisive factors, such as age and interest rates higher than market rates.

VII.2 Possible implications of the trends set out in section VII.1. (rate of early repayments, rate of defaults, etc.):

All of the first drawdowns of the partly securitized mortgage loans forming the provisional portfolio and which will be used as the base to issue the Mortgage Participations and the Mortgage Transfer Certificates to be subscribed for by the Issuer bear floating interest rates, being periodically adapted to changes in market interest rates. Consequently, a trend of high early repayment levels of the First Drawdowns is not anticipated. Furthermore, the provisions for the renegotiation of interest rate determination for loans which may be at rates above market rates should be taken into account.

Nevertheless, the average term and duration of the Bond issue subject of this Folleto may change in comparison with those initially envisaged under section II.12 should there be any change in the Prepayment Rate of the Mortgage Participations and the Mortgage Transfer Certificates

In the opinion of the Gestora, as of today, the historical public information on early repayments is insufficient to permit reliable predictions at the medium and long term on the behaviour of the Prepayment Rates of loan portfolios. To this effect it should be remembered that the market, as noted in section VII.1 above, has undergone in-depth changes in recent years, so it is inadvisable to make forecasts grounded on the extrapolation of data available on recent years; such data are

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limited in quantity and in time, and they cannot be given representative value as examples. Interested investors may consult the information regularly published by the Gestora and other Managing Companies on the Securitisation Funds they manage.

In relation to the creditworthiness of the Mortgagors, as mentioned in section IV.4.a, on the date of constitution of the Issuer all mortgage loans and first drawdowns forming the portfolio and which will be used as the base for the issue of the Mortgage Participations and the Mortgage Transfer Certificates will be performing.

Signed: CARLES FRUNS MONCUNILL

**General Manager
GESTIÓN DE ACTIVOS TITULIZADOS, S.G.F.T. S.A.**

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ANNEX 1

CERTIFICATE OF THE RESOLUTION OF THE BOARD OF DIRECTORS OF CAIXA CATALUNYA

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ANNEX 2

CERTIFICATE OF THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE GESTORA

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ANNEX 3

MOODY'S INVESTORS SERVICE AND FITCH RATINGS ESPAÑA S.A.U. RATING LETTERS

No document other than the Informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

ANNEX 4
AUDITOR'S REPORT

No document other than the Informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

ANNEX 5

MANAGER'S AND JOINT MANAGER'S LETTERS

No document other than the Informative Prospectus (*Folleto Informativo*), as registered by the CNMV shall have any legal effect or be relied upon with regard to the Note Issue.

ANNEX 6

DECLARATIONS OF CAIXA CATALUNYA IN RELATION TO THE CONTENT OF THE FOLLETO