PROSPECTUS **December 2010**

MBS BANCAJA 8
FONDO DE TITULIZACIÓN DE ACTIVOS

ISSUE OF ASSET-BACKED BONDS
EUR 450,000,000

Series A	**EUR 274,500,000**	**AAAsf/Aaa (sf)**
Series B	**EUR 175,500,000**	**- /Caa2 (sf)**

Backed by pass-through certificates issued on mortgage loans by

Bancaja

Lead Manager and Subscriber

Bancaja

Paying Agent

BANCO COOPERATIVO

Fund established and managed by

Europea de Titulización
Sociedad Gestora de Fondos de Titulización

Prospectus entered in the Registers of the Comisión Nacional del Mercado de Valores
on December 21, 2010

Europea de Titulización
Sociedad Gestora de Fondos de Titulización

Material Event concerning **MBS BANCAJA 8 FONDO DE TITULIZACIÓN DE ACTIVOS**

Pursuant to the Prospectus for **MBS BANCAJA 8 Fondo de Titulización de Activos** (the "**Fund**") notice is given to the COMISIÓN NACIONAL DEL MERCADO DE VALORES of the following material event:

- On May 25 and June 15, 2012, this Management Company notified Material Events reporting that the Rating Agencies Moody's Investors Service ("**Moody's**") and Fitch Ratings ("Fitch") had respectively on May 17, 2012 and June 11 and 12, 2012, downgraded the credit ratings assigned to BANCO ESPAÑOL DE CRÉDITO ("**BANESTO**") and BANCO COOPERATIVO ESPAÑOL, S.A. ("**BANCO COOPERATIVO**"), which circumstance was reported because BANESTO was the Fund's counterparty under the Guaranteed Interest Rate Account (Treasury Account) Agreement and BANCO COOPERATIVO was the Fund's counterparty under the Paying Agent Agreement.

- Effective as of October 25, 2012, the Fund's Treasury Account was transferred from BANESTO to BANCO SANTANDER, S.A. ("**SANTANDER**") which bank was subrogated to the Guaranteed Interest Rate Account (Treasury Account) Agreement by signing the relevant subrogation agreement amending but not terminating the same on October 24, 2012.

  On October 24, 2012, SANTANDER was designated Bond Paying Agent to replace BANCO COOPERATIVO, by duly signing the relevant subrogation agreement amending but not terminating the same.

  The ratings for SANTANDER's short- and long-term unsecured and unsubordinated debt obligations assigned by the Rating Agencies are currently as follows:

	Moody's	**Fitch**
Short-term	P-2	F2
Long-term	Baa2	BBB+

- In addition, the Management Company, for and on behalf of the Fund, BANKIA, S.A. ("**BANKIA**"), as the only holder of all the Bonds issued by the Fund, and SANTANDER, as the new counterparty, have agreed to amend the Guaranteed Interest Rate Account (Treasury Account) and Paying Agent Agreements. Following the amendments, the following sections of the Fund Prospectus shall read as follows.

Section	**Description**
3.4.4.1 Building Block Paragraphs 3 et seq. (Treasury Account)	In the event that the rating of the long-term unsecured and unsubordinated debt obligations of the institution in which the Treasury Account is opened (the "Treasury Account Provider") should, at any time during the life of the Bond Issue, be downgraded below Baa3 in the long-term by Moody's, or that the rating of its long-term unsecured and unsubordinated debt obligations should, at any time during the life of Series A Bonds, be downgraded below BBB by S&P, the Management Company shall, following an agreement with BANKIA, within not more than thirty (30) calendar days from the time of the occurrence of the downgrade below Baa3, or within not more than sixty (60) calendar days (extendable by a further thirty (30) calendar days provided that S&P is notified in writing of the adoption of any action valid for S&P) from the time of the occurrence of the downgrade below BBB, as the case may be, do one of the following, allowing a suitable level of guarantee to be maintained with respect to the Treasury Account Provider's commitments under the Guaranteed Interest Rate Account (Treasury Account) Agreement in order for the rating given to the Bonds by the Rating Agencies not to be adversely affected:

Lagasca, 120 (1º) -28006 MADRID- Telf.: (34) 91 411 84 67 – Fax: (34) 91 411 84 68 – www.edt-sg.com
Registro Mercantil de Madrid. Tomo 5461, Folio 49, Sección 8, Hoja M-89355, Inscripción 1ª Fecha 11/03/93 NIF A-80514466

Europea de Titulización
Sociedad Gestora de Fondos de Titulización

Section	Description
	a) Obtain from an institution with long-term unsecured and unsubordinated debt obligations rated at least as high as Baa3 by Moody's and/or, if Series A remains outstanding, with long-term unsecured and unsubordinated debt obligations rated at least as high as BBB by S&P, an unconditional, irrevocable and first demand guarantee securing for the Fund, merely upon the Management Company so requesting, prompt payment by the Treasury Account Provider of its obligation to repay the amounts credited to the Treasury Account, for such time as the Treasury Account Provider's debt obligations remain downgraded below Baa3 and/or BBB. b) Transfer the Treasury Account to an institution with long-term unsecured and unsubordinated debt obligations rated at least as high as Baa3 by Moody's and, if Series A remains outstanding, with long-term debt obligations rated at least as high as BBB by S&P, arranging the highest possible yield for its balances, which may differ from that arranged with the Treasury Account Provider under the Guaranteed Interest Rate Account (Treasury Account) Agreement. Notwithstanding the above provisions, if BANKIA should, solely for the purpose of Series A Bonds still being eligible collateral in European Central Bank monetary policy operations, notify the Management Company in writing that the Treasury Account Provider's credit ratings must be higher than those provided for above (the "Treasury Account Provider's New Minimum Ratings"), the Management Company shall, following an agreement with BANKIA, after receiving the aforementioned notice from BANKIA, do one of the above, albeit with reference to the New Minimum Ratings to have been notified by BANKIA to the Management Company, in the event that the Treasury Account Provider's ratings should be below the New Minimum Ratings. The Treasury Account Provider's New Minimum Ratings required upon request by BANKIA shall not be binding until satisfactory notice thereof is served by the Management Company on the Rating Agencies. In addition, the measures, if any, applied or to be applied to meet the Treasury Account Provider's New Minimum Ratings shall be communicated. Once New Minimum Ratings have been notified, no further New Minimum Ratings may be adopted. All costs, expenses and taxes incurred in connection with doing and arranging the above shall be borne by BANKIA. BANKIA agrees, upon the Treasury Account Provider's credit rating being downgraded, to use commercially reasonable efforts in order that the Management Company may do one of a) or b) above, with the minimum ratings required therein or adapted, as the case may be, to the New Minimum Ratings. BANKIA agrees, upon the Management Company's request and provided that its unsecured and unsubordinated debt obligations have the minimum ratings required above or, as the case may be, the New Minimum Ratings, to provide the Treasury Account by taking over as Treasury Account Provider under the Guaranteed Interest Rate Account (Treasury Account) Agreement or, as the case may be, under a new agreement.
3.4.7.2 Building Block Paragraphs 3 to 6 (Paying Agent Agreement)	In the event that the rating of the Paying Agent's unsecured and unsubordinated debt obligations should, at any time during the life of the Bond Issue, be downgraded below Baa3 in the long-term by Moody's or that the rating of its long-term unsecured and unsubordinated debt obligations should, at any time during the life of Series A Bonds, be downgraded below BBB by S&P, the Management Company shall, following an agreement with BANKIA, within not more than thirty (30) calendar days from the time of the occurrence

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Section	Description
	of the downgrade below Baa3 or within not more than sixty (60) calendar days from the time of the occurrence of the downgrade below BBB, after notifying the Rating Agencies, do one of the following: a) Obtain from an institution with long-term unsecured and unsubordinated debt obligations rated at least as high as Baa3 by Moody's and/or, if Series A Bonds remain outstanding, with long-term unsecured and unsubordinated debt obligations rated at least as high as BBB by S&P, an unconditional and irrevocable first demand guarantee securing for the Fund, merely upon the Management Company so requesting, payment of the Paying Agent's commitments for such time as the ratings of the Paying Agent's debt obligations remain downgraded below Baa3 and/or BBB as aforesaid. b) Revoke the Paying Agent's designation and thereupon designate another institution with long-term unsecured and unsubordinated debt obligations rated at least as high as Baa3 by Moody's and, if Series A Bonds remain outstanding, with long-term unsecured and unsubordinated debt obligations rated at least as high as BBB by S&P, to take its place before terminating the Paying Agent Agreement, or, as the case may be, under a new paying agent agreement. Notwithstanding the above provisions, if BANKIA should, solely for the purpose of Series A Bonds still being eligible collateral in European Central Bank monetary policy operations, notify the Management Company in writing that the Paying Agent's credit ratings must be higher than those provided for above (the "Paying Agent's New Minimum Ratings"), the Management Company shall, following an agreement with BANKIA, after receiving the aforementioned notice from BANKIA, do one of the above, albeit with reference to the New Minimum Ratings to have been notified by BANKIA to the Management Company, in the event that the Paying Agent's ratings should be below the New Minimum Ratings. The Paying Agent's New Minimum Ratings required upon request by BANKIA shall not be binding until satisfactory notice thereof is served by the Management Company on the Rating Agencies. In addition, the measures, if any, applied or to be applied to meet the Paying Agent's New Minimum Ratings shall be communicated. Once New Minimum Ratings have been notified, no further New Minimum Ratings may be adopted. All costs, expenses and taxes incurred in connection with doing and arranging the above shall be borne by BANKIA. BANKIA agrees, forthwith upon the credit rating of the Paying Agent's debt obligations being downgraded, to use commercially reasonable efforts in order that the Management Company may do one of a) or b) above, with the minimum ratings required therein or adapted, as the case may be, to the New Minimum Ratings.

Issued to serve and avail as required by law, at Madrid on November 2, 2012.

Mario Masiá Vicente
General Manager

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This document is a prospectus (the "**Prospectus**") registered at the Comisión Nacional del Mercado de Valores (*National Securities Market Commission*), as provided for in Commission Regulation 809/2004 of April 29, 2004, as currently worded ("**Regulation 809/2004**"), and comprises:

1. A description of the major risk factors linked to the Issuer, the securities and the assets backing the issue (the "**Risk Factors**").

2. An asset-backed securities registration document, prepared using the outline provided in Annex VII to Regulation 809/2004 (the "**Registration Document**").

3. A securities note, prepared using the outline provided in Annex XIII to Regulation 809/2004 (the "**Securities Note**").

4. A Securities Note building block, prepared using the block provided in Annex VIII to Regulation 809/2004 (the "**Building Block**").

5. A glossary of definitions.

RISK FACTORS

1 Risks derived from the issuer's legal nature and operations.

a) Nature of the Fund and obligations of the Management Company.

MBS BANCAJA 8 FONDO DE TITULIZACIÓN DE ACTIVOS (the "**Fund**" and/or the "**Issuer**") is a separate closed-end fund devoid of legal personality and, in accordance with Royal Decree 926/1998, May 14, regulating asset securitisation funds and securitisation fund management companies ("**Royal Decree 926/1998**"), is managed by a management company, EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN (the "**Management Company**" or "**EUROPEA DE TITULIZACIÓN**"). The Fund shall be liable only for its obligations to its creditors with its assets.

The Management Company shall discharge for the Fund the functions attributed to it in Royal Decree 926/1998, which include enforcing Bondholders' interests as the manager of third-party portfolios. There shall be no syndicate of bondholders. Therefore, the capacity to enforce Bondholders' interests shall depend on the Management Company's means.

b) Forced substitution of the Management Company.

In accordance with article 19 of Royal Decree 926/1998, where it is adjudged insolvent or has its licence to operate as a securitisation fund management company revoked by the Comisión Nacional del Mercado de Valores (*National Securities Market Commission*) (the "**CNMV**"), the Management Company shall find a substitute management company. In any such event, if four months should have elapsed from the occurrence determining the substitution and no new management company should have been found willing to take over management, there shall be early liquidation of the Fund and early amortisation of the Bonds issued by the same, as provided for in the Deed of Constitution and in this Prospectus.

c) Limitation of actions.

Bondholders and all other creditors of the Fund shall have no recourse whatsoever against Mortgage Loan Obligors who may have defaulted on their payment obligations or against the Originator. Any such rights shall lie with the Management Company, representing the Fund.

Bondholders and all other creditors of the Fund shall have no recourse whatsoever against the Fund or against the Management Company in the event of non-payment of amounts due by the Fund resulting from the existence of Mortgage Loan default or prepayment, a breach by the Originator of its obligations or by the counterparties to the transactions entered into for and on behalf of the Fund, or shortfall of the financial hedging transactions for servicing the Bonds in each Series.

Bondholders and all other creditors of the Fund shall have no recourse against the Fund Management Company other than for a breach of its duties or inobservance of the provisions of the Deed of Constitution and of this Prospectus. Any such action shall be resolved in the relevant ordinary declaratory proceedings, depending on the claimed amount.

d) Applicability of the Bankruptcy Act

Both the originator of the Mortgage Loan receivables, CAJA DE AHORROS DE VALENCIA, CASTELLÓN Y ALICANTE, BANCAJA (the "**Originator**" or "**BANCAJA**"), and the Fund Management Company may be declared insolvent.

In this sense, in the event of insolvency of the Management Company, it must be replaced by another management company as provided for in (b) above. In the event of the Management Company being decreed to be insolvent, the assets owned by the Fund in the Management Company's power which it is not entitled to use, tender as security or withhold -other than money because it is fungible- and which are part of the estate shall be considered to be the Fund's property and be handed by the receivers to the Fund. Failing a breach by the parties, the structure of the asset securitisation transaction envisaged does not allow for the existence of cash amounts which may be included in the Management

Company's estate, because Fund income amounts shall be paid, on the terms provided for in the Deed of Constitution and in the Prospectus, into the accounts opened in the Fund's name by the Management Company (which shall be involved in opening those accounts as the Fund's authorised representative and not just as a mere attorney-in-fact for the Fund, and the Fund would therefore have a right of separation in that respect, on the terms provided for in articles 80 and 81 of the Bankruptcy Act).

Pursuant to Additional Provision Two of the Bankruptcy Act, the insolvency specialities of Additional Provision Five of Act 3/1994, April 14, adapting Spanish laws in the matter of credit institutions to the Second Banking Coordination Directive and introducing other financial system changes ("**Act 3/1994**"), remain in force, wherefore in the event of insolvency of the Originator, the assignment of the Mortgage Loan receivables by issuing and subscribing for the Pass-Through Certificates can only be the subject of restitution upon an action for restitution being brought in accordance with the provisions of Act 2/1981 and Additional Provision Five, paragraph 4, of Act 3/1994. Notwithstanding the above, there is no case law allowing it to be known how the courts will interpret the rules contained in the Bankruptcy Act insofar as this matter is concerned.

Notwithstanding that, in the event that the public deed of constitution should be deemed to satisfy the requirements set in Additional Provision 3 of Act 1/1999, January 5, regulating risk capital companies and their managers, the assignment to the Fund of the Mortgage Loan receivables could be liable to be rescinded in accordance with the general system provided for under article 71 of the Bankruptcy Act. However, paragraph 5 of that same article 71 specifically provides that transactions made at arm's length in the Originator's ordinary course of business cannot be rescinded under any circumstances. There is no case law on the subject.

In the event of the Originator being decreed insolvent, in accordance with the Bankruptcy Act, the Fund, acting through the Management Company, shall have a right of separation with respect to the Mortgage Loans, on the terms provided for in articles 80 and 81 of the Bankruptcy Act.

In addition, the Fund, acting through its Management Company, shall be entitled to obtain from the insolvent Originator the resulting Mortgage Loan receivable amounts from the date on which insolvency is decreed, for those amounts will be considered to be the Fund's property and must therefore be transferred to the Fund, represented by the Management Company. This right of separation would not necessarily extend to the monies received and kept by the insolvent Originator on behalf of the Fund before that date, for they might be earmarked as a result of the insolvency, given the essential fungible nature of money.

Certain means are nevertheless in place mitigating that risk, as described in sections 3.4.4.1 (Treasury Account), 3.4.5 (Collection by the Fund of payments in respect of the assets) and 3.7.2.1(2) (Collection Management) of the Building Block.

2 Risks derived from the securities.

a) Issue Price.

The Bond Issue is made with the intention of being fully subscribed for by the Originator in order to have liquid assets available which may be used as security for Eurosystem transactions or be sold subsequently on the market, and, consequently, the terms of the Bond Issue are not an estimate of the prices at which those instruments could be sold in the secondary market or of the Eurosystem's valuations in due course for the purpose of using them as security instruments in its lending transactions to the banking system.

b) Liquidity

As set out in the preceding section, the Originator will fully subscribe for the Bond Issue and indeed in the event that it should hereafter fully or partially dispose of the Bond Issue, there is no assurance that the Bonds will be traded on the market with a minimum frequency or volume.

In addition, there is no undertaking that any institution will be involved in secondary trading, giving the Bonds liquidity by offering consideration.

Moreover, the Fund may in no event repurchase the Bonds from Bondholders. Nevertheless, the Bonds may be fully subject to early amortisation in the event of Early Liquidation of the Fund, on the terms laid down in section 4.4.3 of the Registration Document.

c) Yield.

Calculation of the yield (internal rate of return) of the Bonds in each Series contained in section 4.10 of the Securities Note is subject, inter alia, to assumed Mortgage Loan prepayment and delinquency rates that may not be fulfilled, and to future market interest rates, given the floating nature of the Nominal Interest Rate of each Series.

d) Duration.

Calculation of the average life and duration of the Bonds in each Series contained in section 4.10 of the Securities Note is subject to fulfilment of Mortgage Loan repayment and, inter alia, assumed Mortgage Loan prepayment rates that may not be fulfilled. Mortgage Loan prepayment performance is influenced by a number of economic and social factors such as market interest rates, the Obligors' financial circumstances and the general level of economic activity, preventing their predictability.

e) Subordination of the Bonds.

Series B Bond interest payment and principal repayment is deferred with respect to Series A Bonds. There is however no assurance whatsoever that these subordination rules shall protect Series A and B Bondholders from the risk of loss.

The subordination rules among both Series are established in the Priority of Payments and in the Liquidation Priority of Payments in accordance with section 3.4.6 of the Building Block.

f) Bond Rating.

The credit risk of Series A Bonds issued by the Fund has been assessed by Fitch Ratings España S.A.U. whereas the credit risk of Series A and B Bonds has been assessed by Moody's Investors Service España S.A. (both, collectively, the "**Rating Agencies**").

The Rating Agencies may revise, suspend or withdraw the final ratings assigned to the Bonds in each Series at any time, based on any information that may come to their notice.

These ratings are not and cannot therefore be howsoever construed as an invitation, recommendation or encouragement for investors to proceed to carry out any transaction whatsoever on the Bonds and, in particular, acquire, keep, charge or sell those Bonds.

g) Ratings not confirmed.

The Rating Agencies' failure to confirm the provisional ratings given to the Bonds in each Series as final ratings by 2pm (CET) on December 27, 2010 shall be an event of termination of the establishment of the Fund and the Bond Issue.

h) Interest rate risk.

The interest rate risk occurring in the Fund because the Mortgage Loans are subject to floating 12-month Euribor interest and have reset and settlement periods differing from the floating interest established for the Bonds based on 3-month Euribor with quarterly accrual and settlement periods, is mitigated by the Cash Reserve set up by drawing down the Subordinated Loan.

3 Risks derived from the assets backing the issue.

a) Mortgage Loan default risk.

Holders of the Bonds in each Series shall distinctly bear the risk of default on the Mortgage Loans pooled in the Fund by issuing the Pass-Through Certificates.

BANCAJA, as Originator, shall have no liability whatsoever for the Obligors' default of principal, interest or any other amount they may owe under the Mortgage Loans. BANCAJA shall, pursuant to article 348 of the Commercial Code, be liable to the Fund exclusively for the existence and lawfulness of the Mortgage Loans, on the terms and conditions declared in the Deed of Constitution and this Prospectus, and for the personality with which the Pass-Through Certificates will be issued. BANCAJA will have no liability whatsoever to directly or indirectly guarantee that the transaction will be properly performed nor give any guarantees or security, nor indeed agree to repurchase the Pass-Through Certificates, other than the undertakings contained in section 2.2.9 of the Building Block regarding substitution or redemption of Pass-Through Certificates where, subsequently to the date of establishment of the Fund, any of them or of the relevant Mortgage Loans should be found to fail to conform, upon the Fund being established, to the representations given in section 2.2.8 of the Building Block.

b) Limited Liability.

The Bonds issued by the Fund neither represent nor constitute an obligation of BANCAJA or the Management Company. No other guarantees have been granted by any public or private organisation whatsoever, including BANCAJA, the Management Company and any of their affiliated or associated companies.

c) Limited Hedging.

A high level of delinquency of the Mortgage Loans might reduce or indeed exhaust the limited hedging against Mortgage Loan portfolio losses that the Bonds in each Series distinctly have as a result of the existence of the credit enhancement transactions described in section 3.4.2 of the Building Block.

The subordination rules among both Series are established in the Priority of Payments and in the Liquidation Priority of Payments in accordance with section 3.4.6 of the Building Block.

d) Pass-Through Certificate early amortisation risk.

There will be an early amortisation of the Pass-Through Certificates pooled in the Fund when Mortgage Loan Obligors prepay the portion of capital pending repayment, on the terms provided for in each Mortgage Loan deed, or in the event that BANCAJA should be substituted in the relevant Mortgage Loans by any other financial institution licensed to do so, or in any other event having the same effect.

That early amortisation risk shall pass quarterly on each Payment Date to Bondholders by the partial amortisation of the Bonds, in accordance with the terms for amortisation of each Series and with the rules for Distribution of Available Funds for Amortisation on each Payment Date contained in sections 4.9.2. and 4.9.3.5 of the Securities Note.

e) Delinquency.

BANCAJA's delinquency rate at September 30, 2010 (5.38%) and in any event the other assumed values referred to at the beginning of that section have been taken into account in calculating the amounts and details tabled in section 4.10 of the Securities Note. In addition, as detailed in section 2.2.2 (p) of the Building Block, payment of 10.06% of the selected outstanding mortgage loan principal is delayed between 1 and 30 days. None of the Mortgage Loans that will finally be assigned to the Fund upon being established shall have any payments more than one (1) month overdue on their assignment date.

f) Selected loan purpose concentration.

As described in section 2.2.2 c) of the Building Block, the selected portfolio selected mortgage loans the purpose of which was refinancing (extension or reinstatement of previously delinquent loans) account for 18.04%, in terms of outstanding principal, of the selected loans.

g) Geographical concentration.

There are 1,477 (45.81% of the total loans) selected mortgage loans as at November 30, 2010 to be assigned to the Fund upon being established with mortgage security located in the Valencian Community, and their outstanding principal amounts to EUR 206,943,007.59 (40.26% of the total), as detailed in section 2.2.2.o) of the Building Block.

Given this concentration level, any circumstance whatsoever having a substantial negative effect on the Valencian Community could affect payments of the Mortgage Loans backing the Bond Issue.

h) Mortgaged property damage insurance.

Irrespective of BANCAJA's reporting duties to the Bank of Spain as to the validity of the mortgaged property damage insurance, the validity of such damage insurance is not supported in BANCAJA's databases.

However, the public deeds originating the Mortgage Loans provide that the mortgagor shall have to have taken out damage insurance covering at least the risk of fire and ruin for a value at least as high as the value set in the appraisal made for the Mortgage Loan to be granted, and to pay the relevant premiums.

i) Selected mortgage loan to value ratio.

The selected mortgage loans with a ratio at November 30, 2010 of the outstanding principal to the mortgaged property appraisal value ranging between 80.01% and 100.00% account for 79.23%, in terms of outstanding principal, of the selected portfolio. That selected portfolio average ratio weighted by the outstanding principal of each mortgage loan is 84.37% at that date.

In the event of depreciation of the market value or valuation of the real estate standing as security, the relevant mortgage loan might not be fully secured by the mortgaged property.

j) Selected mortgage loan origination date concentration.

As described in section 2.2.2 d) of the Building Block, the selected portfolio mortgage loans originated in the years 2007 and 2008 account for 34.57%, in terms of outstanding principal, of the total selected portfolio. The weighted average age of the portfolio is 23.58 months at November 30, 2010, the portfolio selection date.

k) Lowering of the margin applicable for determining the interest rate.

The contract terms of 69.35%, in terms of outstanding principal, of the selected mortgage loans at November 30, 2010 allow for a lowering of the margin applicable for determining the interest rate by up to not more than 0.30%, provided that the obligor is not more than 90 days in arrears in fulfilment of payment obligations, and subject to the following requirements:

a) That the obligor's salary is paid directly into an account at BANCAJA (0.10% margin reduction).

b) That the obligor has taken out an individual Pension Plan through BANCAJA (0.10% margin reduction).

c) That the obligor is the holder of a life insurance policy associated with the mortgage loan, arranged through a BANCAJA Group insurer (0.10% margin reduction).

4 Risks derived from the Originator.

a) Setting up of an Institutional Protection System (SIP) in which BANCAJA participates.

On December 3, 2010, after securing all necessary authorisations, BANCAJA and the other savings banks making up the SIP incorporated Banco Financiero y de Ahorros, S.A. as the central company for the SIP and acknowledged that all conditions precedent provided for in the Consolidation Agreement had been satisfied. A more detailed description of the main features of the SIP, Banco Financiero y de Ahorros, S.A. and the Consolidation Agreement is given in section 3.5 of the Building Block.

In connection with the above, there can be no anticipating at the registration date of this Prospectus at the CNMV the effect, if any, of the establishment of the Group in the agreements and arrangements to which BANCAJA is a party in relation to the Fund and the Mortgage Loans. In addition, there can be no anticipating either the potential impact of the establishment of the aforesaid Group on the ratings given by the Rating Agencies to the Originator.

ASSET-BACKED SECURITIES REGISTRATION DOCUMENT

(Annex VII to Commission Regulation (EC) No. 809/2004 of April 29, 2004)

1. PERSONS RESPONSIBLE

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

Mr Mario Masiá Vicente, acting for and on behalf of EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, the company sponsoring MBS BANCAJA 8 FONDO DE TITULIZACIÓN DE ACTIVOS, takes responsibility for the contents of this Registration Document.

Mr Mario Masiá Vicente, General Manager of the Management Company, is acting using the authorities conferred by the Board of Directors at its meetings held on January 19, 1993, January 28, 2000 and March 31, 2010, and by the Board of Directors' Executive Committee at its meeting held on November 23, 2009, and expressly for establishing the Fund pursuant to authorities conferred by the Board of Directors' Executive Committee in a resolution dated October 13, 2010.

1.2 Declaration by those responsible for the contents of the Registration Document.

Mr Mario Masiá Vicente declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Registration Document is, to the best of his knowledge, in accordance with the facts and contains no omission likely to affect its import.

2. STATUTORY AUDITORS

2.1 Fund's Auditors.

In accordance with the provisions of section 4.4.2 of this Registration Document, the Fund has no historical financial information.

The Fund's annual accounts shall be audited and reviewed every year by statutory auditors. The Fund's annual accounts and their audit report shall be filed with the Companies Register and the CNMV.

The Management Company shall proceed to designate, for periods of not more than three (3) years, the statutory auditor who is for that period of time to audit the Fund's annual accounts, reporting that appointment to the CNMV. Designation of an auditor for a given period shall not preclude designation of that auditor for subsequent periods, observing in any event the laws in force on the subject.

2.2 Accounting policies used by the Fund.

Income and expenditure will be accounted for by the Fund in accordance with the accounting principles applicable from time to time, currently set out mainly in CNMV Circular 2/2009, March 25, on Securitisation Fund accounting rules, annual accounts, public financial statements and non-public statistical information statements, as amended by Circular 4/2010, October 14 ("**CNMV Circular 2/2009**").

The Fund's fiscal year shall match a calendar year. However, the first fiscal year will exceptionally begin on the date of establishment of the Fund and the last fiscal year will end on the date on which the Fund terminates.

3. RISK FACTORS

The risk factors linked to the Issuer are described in section 1 of the preceding Risk Factors section of this Prospectus.

4. INFORMATION ABOUT THE ISSUER

4.1 Statement that the Issuer has been established as a securitisation fund.

The Issuer is a closed-end asset securitisation fund to be established in accordance with Spanish laws.

4.2 Legal and commercial name of the Issuer.

The Issuer's name is "MBS BANCAJA 8 FONDO DE TITULIZACIÓN DE ACTIVOS" and the following short names may also be used without distinction to identify the Fund:

- MBS BANCAJA 8 FTA
- MBS BANCAJA 8 F.T.A.

4.3 Place of registration of the issuer and registration number.

The place of registration of the Fund is in Spain at the CNMV. The Fund has been entered in the Official Registers of the CNMV.

Companies Register

For the record, neither the establishment of the Fund nor the Bonds issued backed by its assets shall be entered in the Companies Register, in pursuance of the facultative authority for which provision is made in article 5.4 of Royal Decree 926/1998.

4.4 Date of establishment and existence of the Issuer.

4.4.1 Date of establishment of the Fund.

The Management Company and BANCAJA, as Originator of the Mortgage Loan receivables, shall proceed to execute on December 23, 2010 a public deed whereby MBS BANCAJA 8 FONDO DE TITULIZACIÓN DE ACTIVOS will be established, BANCAJA will assign Mortgage Loan receivables to the Fund by issuing Pass-Through Certificates subscribed for by the Fund, and the Fund will issue the Asset-Backed Bonds (the "**Deed of Constitution**"), on the terms provided in article 6 of Royal Decree 926/1998.

The Management Company represents that the contents of the Deed of Constitution shall match the draft Deed of Constitution it has submitted to the CNMV and the terms of the Deed of Constitution shall at no event contradict, change, alter or invalidate the contents of this Prospectus, notwithstanding the need to complete the relevant details and amounts of the Mortgage Loan Pass-Through Certificates which are to be issued and subscribed for under the Deed of Constitution.

As provided for in article seven of Investment Trusts and Companies System and Mortgage Securitisation Funds Act 19/1992, July 7 ("**Act 19/1992**"), as currently worded, the Deed of Constitution may be amended, upon request by the Management Company, provided that the amendment (i) does not alter the nature of the assets assigned to the Fund; (ii) does not result in the Fund becoming a mortgage securitisation fund, and (iii) does not de facto result in a new fund being set up.

In addition, in order to amend the Deed of Constitution, the Management Company shall have to prove:

a) that the consent of all the holders of the securities issued by the Fund was obtained, and also of the lenders and other creditors, if any, existing, provided that they are affected by the amendment; or

b) that the amendment is scarcely relevant, in the CNMV's opinion. In this connection, the Management Company shall have to prove that the amendment is not detrimental to the assurances and rights of the holders of the securities issued, lays down no new obligations therefor and that the ratings given to the Bonds by the Rating Agencies are upheld or improve after the amendment.

In any event, before the public deed of amendment is executed, the Management Company shall (i) inform the Rating Agencies, and (ii) prove to the CNMV the satisfaction of such requirements.

Upon the CNMV checking that they are satisfied, the Management Company shall execute the deed of amendment and submit a certified copy thereof to the CNMV to be included in the relevant public record. In addition, the amendment of the Deed of Constitution shall be disclosed by the Management Company through the Fund's periodic public information and be posted at the Management Company's website. Where required, a supplement to the Prospectus shall be prepared and disclosed as material information in accordance with the provisions of article 92 of the Securities Market Act.

4.4.2 Existence of the Fund.

The Fund shall commence its operations on the date of execution of the deed of Constitution.

The Fund shall be in existence until March 27, 2064 or the following Business Day if that is not a Business Day, (the "**Final Maturity Date**"), other than in the event of Early Liquidation before then as set forth in section 4.4.3 below of this Registration Document or if any of the events laid down in section 4.4.4 below of this Registration Document should occur.

4.4.3 Early Liquidation of the Fund.

4.4.3.1 Following notice served on the CNMV, the Management Company shall be entitled to proceed to early liquidation ("**Early Liquidation**") of the Fund and thereby early amortisation of the entire Bond Issue ("**Early Amortisation**"), in any of the following events ("**Early Liquidation Events**"):

(i) When the amount of the Outstanding Balance of the Mortgage Loans yet to be repaid is less than ten (10) percent of the initial Outstanding Balance of the Mortgage Loans upon the Fund being established, and provided that the payment obligations derived from the Bonds in each Series then outstanding may be honoured and settled in full in the Liquidation Priority of Payments.

Payment obligations derived from the Bonds in each Series on the Early Liquidation date of the Fund shall at all events be deemed to be the Outstanding Principal Balance of the Series on that date plus interest accrued and not paid until that date, which amounts shall be deemed to be due and payable on that date to all statutory intents and purposes.

(ii) Where, in any event or circumstance whatsoever unrelated to the Fund's operations, a substantial alteration occurs or the financial balance of the Fund as provided for in article 11.b) of Royal Decree 926/1998 is permanently damaged. This event includes such circumstances as the existence of any change in the law or supplementary implementing regulations, the establishment of withholding obligations or other situations which might permanently affect the financial balance of the Fund.

(iii) Mandatorily, in the event that the Management Company should be adjudged insolvent and/or have its licence to operate as a securitisation fund management company revoked by the CNMV, or the statutory term to do so or otherwise four (4) months should elapse without a new management company being designated in accordance with the provisions of section 3.7.1.3 of the Building Block to this Prospectus.

(iv) Should the Management Company have the express consent and acceptance of all the Bondholders in each Series and all the counterparties under the agreements in force with the Fund, as regards both payment of amounts resulting from, and the procedure for, such Early Liquidation.

(v) When a default occurs indicating a major permanent imbalance in relation to any of the Bonds issued or that it is about to occur.

(vi) Upon the lapse of thirty-six (36) months from the date of the last maturity of the Mortgage Loans, even if they still have overdue amounts.

4.4.3.2 The following requirements shall have to be satisfied to proceed to that Early Liquidation of the Fund:

(i) That Bondholders be given not less than fifteen (15) Business Days' notice, as prescribed in section 4.1.3.2 of the Building Block, of the Management Company's resolution to proceed to Early Liquidation of the Fund.

(ii) That the Management Company previously advise the CNMV and the Rating Agencies of the resolution referred to in the preceding paragraph.

(iii) The notice of the Management Company's resolution to proceed to Early Liquidation of the Fund shall contain a description of (i) the event or events triggering Early Liquidation of the Fund, (ii) the liquidation procedure, and (iii) how the Bond payment obligations are to be honoured and settled in the Liquidation Priority of Payments.

4.4.3.3 In order for the Fund, through its Management Company, to proceed to Early Liquidation of the Fund and Early Amortisation of the Bond Issue, the Management Company shall, for and on behalf of the Fund:

(i) Proceed to sell the Pass-Through Certificates remaining in the Fund at a reasonable mark-to-market price, initially not less than the sum of the principal value still outstanding plus interest accrued and not paid on the relevant Mortgage Loans, subject to the provisions of paragraph (iv) below.

(ii) Proceed to terminate such agreements as are not necessary for the Fund liquidation procedure.

(iii) Be entitled to arrange for a credit facility, with an institution with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 by Moody's and, if Series A remain in force, F-1 by Fitch, or a loan, which shall be fully allocated to early amortisation of the Bonds in the Series then outstanding. Financial costs due shall be paid and credit facility or loan principal shall be repaid in accordance with the Liquidation Priority of Payments.

(iv) Finally, both due to the preceding actions falling short and the existence of Pass-Through Certificates or other remaining assets of the Fund, the Management Company shall proceed to sell them and shall therefore invite a bid from at least five (5) entities who may, in its view, give a reasonable market value. The Management Company shall be bound to accept the best bid received for the Pass-Through Certificates and for the assets on offer. In order to set the reasonable market value, the Management Company may secure such valuation reports as it shall deem necessary.

In (i) and (iv) above, the Originator shall have a pre-emptive right and will therefore have priority over third parties to voluntarily acquire the Pass-Through Certificates or other of their assets still on the assets of the Fund, and in (iii) above the Originator shall have priority to grant to the Fund, as the case may be, the credit facility or loan designed for early amortisation of the Bonds in the Series then outstanding. In relation to (iv) above, the Management Company shall send the Originator a list of the assets and of third-party bids received, if any, and the latter may use that right for all of the Pass-Through Certificates or other assets offered by the Management Company, within ten (10) Business Days of receiving said notice, and provided that its bid is at least equal to the best of the third-party bids, if any. The Originator shall notify the Management Company that the exercise of the pre-emptive right was subject to its usual credit revision and approval procedures and that the exercise of the right is not designed to implicitly support securitisation.

4.4.3.4 The Management Company shall forthwith apply all proceeds from time to time from the sale of the Pass-Through Certificates and the Fund's assets to paying the various items, in such manner, amount and order as shall be requisite in the Liquidation Priority of Payments, other than the amounts, if any, drawn under the credit facility or the loan arranged for early amortisation of the Bonds in the Series then outstanding, which shall be applied to honouring their payment obligations.

4.4.4 Termination of the Fund.

The Fund shall terminate in any case, after complying with and observing the relevant legal procedure, in the following events:

(i) Upon the Pass-Through Certificates pooled therein being fully amortised.

(ii) Upon the Bonds issued being fully amortised.

(iii) When the Early Liquidation procedure established in section 4.4.3 above is over.

(iv) At all events, upon final liquidation of the Fund on the Final Maturity Date on March 27, 2064 or the following Business Day if that is not a Business Day.

(v) Upon the establishment of the Fund terminating in the event that the Rating Agencies should not confirm any of the provisional ratings assigned to the Bonds in each Series as final ratings by 2pm (CET) on December 27, 2010. In this event, the Management Company shall terminate the establishment of the Fund, subscription for the Pass-Through Certificates by the Fund and the Bond Issue.

    In this case, termination of the establishment of the Fund shall be notified to the CNMV as soon as such is confirmed, and shall be publicised by means of the procedure specified in section 4.1.3.2 of the Building Block. Within not more than one month after the occurrence of the termination event, the Management Company shall execute a statutory declaration before a notary public declaring that the Fund's obligations have been settled and terminated and that the Fund has terminated. However, the Management Company shall defray the Fund set-up and Bond issue expenses payable with the Start-Up Loan, and the Start-Up Loan agreement shall not be terminated but shall rather be cancelled after those amounts are settled, principal repayment being subordinated to fulfilment of all other obligations undertaken by the Management Company, acting for and on behalf of the Fund.

In the event that there should be any remainder upon the Fund being liquidated and after making all payments to the various creditors by distributing the Liquidation Available Funds in the Liquidation Priority of Payments, that remainder shall be for the Originator on the liquidation terms established by the Management Company. If that remainder is not a liquid amount, since relating to Mortgage Loan receivables that are pending the outcome of court or out-of-court proceedings instituted as a result of default by the Mortgage Loan Obligor, both their continuation and the proceeds of their termination shall be for the Originator.

In any event, the Management Company, acting for and on behalf of the Fund, shall not proceed to terminate the Fund and strike it off the relevant administrative registers until the Pass-Through Certificates and the remaining assets of the Fund have been liquidated and the Liquidation Available Funds have been distributed, in the Liquidation Priority of Payments.

Upon a period of six (6) months elapsing from liquidation of the Fund's remaining assets and distribution of the Liquidation Available Funds, the Management Company shall proceed to terminate the Fund and strike it off the relevant administrative registers and shall execute a statutory declaration before a notary public declaring (i) that the Fund has terminated, and the events prompting its termination, (ii) how Bondholders and the CNMV were notified, and (iii) how the Liquidation Available Funds were distributed in the Liquidation Priority of Payments; notice of this shall be given in as set out for extraordinary notices in section 4.1.3.2 of the Building Block and all other appropriate administrative procedures will be observed. The Management Company will submit that statutory declaration to the CNMV.

4.5 Domicile, legal form and legislation applicable to the Issuer.

In accordance with the provisions of article 1.1 of Royal Decree 926/1998, the Fund has no own legal personality and the Management Company is entrusted with establishing, managing and being the authorised representative of the Fund, and, as manager of third-party portfolios, with representing and enforcing the interests of the holders of the Bonds issued by the Fund and of all its other ordinary creditors.

The Fund shall have the same domicile as the Management Company:

- Street: Lagasca number 120
- Town: Madrid
- Post Code: 28006
- Country: Spain
- Telephone: (34) 91 411 84 67

The establishment of the Fund is subject to Spanish Law and in particular is carried out pursuant to the legal system provided for by (i) Royal Decree 926/1998 and implementing regulations, (ii) Act 19/1992, failing a provision in Royal Decree 926/1998 and to the extent applicable, (iii) Additional Provision Five of Act 3/1994, April 14, adapting Spanish law in regard to Credit Institutions to the Second Banking Co-ordination Directive and introducing other financial system changes ("**Act 3/1994**"), (iv) Securities Market Act 24/1988, July 28, (the "**Securities Market Act**"), in force as of the date of establishment of the Fund, (v) Mortgage Market Regulation Act 2/1981, March 25 ("**Act 2/1981**"), as worded, inter alia, by Act 41/2007, December 8, and other mortgage and financial system rules, regulating reverse mortgages and dependency insurance and establishing a certain taxation rule ("**Act 41/2007**"), (vi) Royal Decree 716/2009, April 24, implementing certain aspects of Act 2/1981 and other mortgage and financial system rules ("**Royal Decree 716/2009**"), (vii) Royal Decree 1310/2005, November 4, partly implementing the Securities Market Act in regard to admission to trading of securities in official secondary markets, public offerings for sale or subscription and the prospectus required for that purpose ("**Royal Decree 1310/2005**"), (viii) Regulation 809/2004, and (ix) all other legal and statutory provisions in force and applicable from time to time.

4.5.1 Tax system of the Fund.

Pursuant to article 1.2 of Royal Decree 926/1998, additional provision one of Royal Decree 716/2009, April 24; article 7.1.h) of the Consolidation of the Corporation Tax Act approved by Legislative Royal Decree 4/2004, March 5, article 20.One.18 of Value Added Tax Act 37/1992, December 28, article 59.k of the Corporation Tax Regulations approved by Royal Decree 1777/2004, July 30, article 45.I.B).15 and 20 of the Consolidation of the Capital Transfer and Documents Under Seal Tax Act approved by Legislative Royal Decree 1/1993, September 24, Additional Provision Five of Act 3/1994, April 14, and Personal Income Tax Act 35/2006, November 28, partly amending the Corporation, Non-Resident Income and Wealth Tax Acts, the most relevant characteristics of each tax under the current tax system of the Fund are mainly as follows:

(i) Bond issue, subscription, transfer and repayment are not subject to or exempt from, as the case may be, payment of Value Added Tax and Capital Transfer and Documents Under Seal Tax.

(ii) The Fund pays Corporation Tax, the taxable income being determined in accordance with the provisions of Title IV of the Consolidation of the Corporation Tax Act, applying the general rate in force from time to time, which currently stands at 30%, and subject to common rules regarding tax credit, set-off of losses and other substantial constituent elements of the tax.

Rule 13 of CNMV Circular 2/2009 provides that securitisation funds must make valuation adjustments for impairment in the value of financial assets. The amendment made by Act 2/2010, March 1, to article 12.2 of the consolidation of the Corporation Tax Act, approved by Legislative Royal Decree 4/2004, March 5, which applies to tax periods commencing from January 1, 2009, provides that the rules relating to the circumstances determining deductibility of valuation adjustments due to impairment in the value of debt instruments valued at their depreciated cost held by mortgage securitisation funds and asset securitisation funds shall be laid down by way of implementing regulations. Until such implementing regulations are established, the aforesaid Act 2/2010 has introduced a Transitional Provision thirty-one in the consolidation of the Corporation Tax Act, which makes provision for a transitional tax system whereby the set criteria for credit institutions regarding deductibility of the specific client insolvency risk cover shall apply.

(iii) Mortgage Loan receivables interest collections received by the Fund shall be clear of any Corporation Tax withholdings or interim payments.

(iv) Returns on investments obtained by securitisation funds are subject to the general Corporation Tax withholding system, a particular feature being that article 59 k) of the Corporation Tax Regulations approved by Royal Decree 1777/2004, July 30, provides that "returns on mortgage participation certificate, loans or other receivables constituting securitisation fund income" shall not be liable to withholding.

(v) The management and custody services provided to the Fund are exempt from Value Added Tax.

(vi) The establishment and assignment of security is subject to the general tax system and no special provision is made for securitisation funds.

(vii) Assignment of the Mortgage Loan receivables to the Fund upon the Pass-Through Certificates being issued and subscribed for is a transaction exempt from and subject to Value Added Tax and Capital Transfer and Documents Under Seal Tax.

(viii) The reporting duties established by Additional Provision Two of Financial Intermediary Investment Ratios, Equity and Reporting Duties Act 13/1985, as amended by Act 23/2005, November 18, introducing productivity boosting tax reforms and Act 4/2008, December 23, shall apply to the Fund.

At the registration date of this Prospectus, pursuant to Resolutions of the Directorate-General of Taxation dated January 20, 2009, the procedure to satisfy those reporting duties contained in Royal Decree 1065/2007, July 27, approving General Regulations for tax management and inspection actions and procedures and implementing rules common to procedures applicable to taxes, still applies.

(ix) The establishment of the Fund and transactions entered into by the Fund subject to the "corporate transactions" category of Capital Transfer and Documents under Seal Tax are exempt from the "corporate transactions" category of Capital Transfer and Documents under Seal Tax as provided for in article Five.10 of Act 19/1992 and article 45.I.B).20 of the Consolidation of the Capital Transfer and Documents Under Seal Tax Act (C CT DUS TA), approved by Legislative Royal Decree 1/1993, December 25.

4.6 Issuer's authorised and issued capital.

Not applicable.

5. BUSINESS OVERVIEW

5.1 Brief description of the Issuer's principal activities.

The Fund's activity is to subscribe for a set of pass-through certificates (the "**Pass-Through Certificates**") issued by BANCAJA on mortgage loans owned by BANCAJA granted to individuals residing in Spain for financing, among other purposes, the refurbishment, renovation or purchase of real properties, refinancing, operating and current expenses or subrogation to financing given to real estate developers for residential properties designed to be sold, with real estate mortgage security ranking senior or, as the case may be, ranking junior although BANCAJA has documents relating to cancellation of the debts originated by previous mortgages which are yet to be struck off the registers, on real properties (homes and annexes - parking spaces or lumber rooms- if any, parking spaces, lumber rooms, business premises and offices, rustic and urban land or industrial premises) located in Spanish territory (the "**Mortgage Loans**") and to issue asset-backed bonds (either the "**Asset-Backed Bonds**" or the "**Bonds**"), the subscription for which shall be designed to finance the acquisition of the Pass-Through Certificates.

(In this Registration Document and elsewhere in the Prospectus the term "Mortgage Loans" shall be used in some definitions to generically refer to the Pass-Through Certificates perfecting the assignment of the Mortgage Loan receivables, other than where reference is made specifically to the Pass-Through Certificates as such or to the documents representing the same.)

Mortgage Loan principal interest and repayment income received by the Fund shall be allocated quarterly on each Payment Date to interest payment and principal repayment on the Bonds issued on the specific terms of each series (collectively, the "**Series**" and each one of them individually, the "**Series**") making up the Bond Issue and in the Priority of Payments established for Fund payments.

Moreover, the Fund, represented by the Management Company, shall arrange a number of financial and service transactions in order to consolidate the financial structure of the Fund, enhance the safety or regularity in payment of the Bonds, cover timing differences between the scheduled principal and interest flows on the Mortgage Loans and the Bonds, and, generally, enable the financial transformation carried out in respect of the Fund's assets between the financial characteristics of the Mortgage Loans and the financial characteristics of each Bond Series.

5.2 Global overview of the parties to the securitisation program.

- EUROPEA DE TITULIZACIÓN is the Management Company that will establish, manage and be the authorised representative of the Fund.

  EUROPEA DE TITULIZACIÓN is a securitisation fund management company incorporated in Spain and entered in the CNMV's special register under number 2.

  TIN: A-80514466 Business Activity Code No.: 6630

  Registered office: calle Lagasca number 120, 28006 Madrid (Spain).

  EUROPEA DE TITULIZACIÓN has no ratings assigned by the Rating Agencies at the registration date of this Prospectus.

- CAJA DE AHORROS DE VALENCIA, CASTELLÓN Y ALICANTE, BANCAJA is the issuer of the Mortgage Loan Pass-Through Certificates to be subscribed for by the Fund upon being established, shall be the Lead Manager and the Subscriber of the Bond Issue.

  Out of the functions and activities that the Lead Manager may discharge in accordance with article 35.1 of Royal Decree 1310/2005, BANCAJA has structured the financial terms of the Fund and the Bond Issue.

  In addition, it shall take on the functions of article 35.3 of the same Royal Decree.

  Moreover, BANCAJA shall be Fund counterparty under the Start-Up Loan, Subordinated Loan, Mortgage Loan Servicing and Pass-Through Certificate Custody and Financial Intermediation Agreements.

  BANCAJA is a Savings Bank incorporated in Spain and entered in the Companies Register of Castellón at volume 532, General Section book 99, sheet CS-2749, folio 1, entry 1, and in the Bank of Spain's Special Register of Savings Banks under number 49, its code number being 2077.

  TIN: G-46/002804 Business Activity Code No.: 6419

  Registered office: Caballeros number 2, 12001 Castellón (Spain).

  Principal place of business: Cardenal Benlloch number 67, 46021 Valencia (Spain).

  Ratings for BANCAJA's short- and long-term unsecured and unsubordinated debt obligations assigned by rating agencies and in force at the registration date of this Prospectus:

	Fitch Ratings	Moody's Ratings	S&P* Ratings
Short-term	F-3 (September 2010)	P-2 (June 2009)	-
Long-term	BBB (September 2010)	A3 (June 2009)	-
Outlook	*Rating Watch Positive*	*Outlook Negative*	-

* Standard & Poor's.

- BANCO ESPAÑOL DE CRÉDITO, S.A. ("**BANESTO**") shall be Fund counterparty under the Guaranteed Interest Rate Account (Treasury Account) Agreement.

BANESTO is a bank incorporated and registered in Spain entered in the Bank of Spain's Special Register of Banks and Bankers under code no. 0030.

TIN: A-00000032 Business Activity Code No.: 6419

Registered office: Avenida Gran Vía de Hortaleza number 3, 28033 Madrid (Spain).

Ratings for BANESTO's short- and long-term unsecured and unsubordinated debt obligations assigned by rating agencies and in force at the registration date of this Prospectus:

	Fitch Ratings	**Moody's Ratings**	**S&P* Ratings**
Short-term	F1+ (September 2010)	P-1 (July 2009)	A-1+ (March 2009)
Long-term	AA (September 2010)	Aa3 (July 2009)	AA (March 2009)
Outlook	*Outlook Stable*	*Outlook Negative*	*Outlook Negative*

* Standard & Poor's.

- BANCO COOPERATIVO ESPAÑOL, S.A. ("**BANCO COOPERATIVO**") shall be Fund counterparty under the Bond Paying Agent Agreement.

  BANCO COOPERATIVO is a bank incorporated and registered in Spain entered in the Bank of Spain's Special Register of Banks and Bankers under code no. 0198.

  TIN: A-79496055 Business Activity Code No.: 6419

  Registered office: Calle Virgen de los Peligros number, 28013 Madrid (Spain).

  Ratings for BANCO COOPERATIVO's short- and long-term unsecured and unsubordinated debt obligations assigned by rating agencies and in force at the registration date of this Prospectus:

	Fitch Ratings	**Moody's Ratings**	**S&P* Ratings**
Short-term	F-1 (May 2010)	P-1 (December 2010)	-
Long-term	A (May 2010)	A2 (December 2010)	-
Outlook	*Outlook Stable*	*Outlook Negative*	-

* Standard & Poor's.

- Fitch Ratings España, S.A.U. shall be one of the two Rating Agencies and rates Bond Issue Series A.

  Fitch Ratings España, S.A.U. is a single-member Spanish company licensed as a rating agency by the CNMV, and is affiliated to and operates in accordance with the methodology, standards and quality control of Fitch Ratings Limited (both of them "**Fitch**" without distinction).

  TIN: A-58090655

  Registered Office: Paseo de Gracia number 85, 7th floor, 08008 Barcelona (Spain)

- Moody's Investors Service España, S.A. shall be one of the two Rating Agencies and rates each Bond Issue Series.

  Moody's Investors Service España, S.A. is a Spanish company licensed as a rating agency by the CNMV, and is affiliated to and operates in accordance with the methodology, standards and quality control of Moody's Investors Service Limited (both of them "**Moody's**" without distinction).

  TIN: A-80448475

  Registered Office: Bárbara de Braganza number 2, 28004 Madrid (Spain)

- The firm J&A Garrigues S.L.P. ("**GARRIGUES**"), an independent law firm, has provided legal advice for establishing the Fund and issuing the Bonds and has been involved in reviewing this Prospectus, the transaction and financial service agreements referred to herein and the Deed of Constitution.

  TIN: B-81709081

  Registered Office: Calle Hermosilla number 3, 28001 Madrid (Spain).

- Deloitte S.L. ("**Deloitte**") has issued the audit report on certain features and attributes of a sample of all of BANCAJA's selected mortgage loans from which the Mortgage Loans will be taken to be assigned to the Fund upon being established.

  Deloitte is entered in the Official Register of Auditors (ROAC) of Spain under number S0692.

  TIN: B-79104469

  Registered Office: Plaza Pablo Ruiz Picasso s/n (Torre Picasso), 28020 Madrid (Spain).

BANCO COOPERATIVO has a 0.7965 percent interest in EUROPEA DE TITULIZACIÓN's share capital.

On December 3, 2010, after securing all necessary authorisations, BANCAJA, CAJA DE AHORROS Y MONTE DE PIEDAD DE MADRID ("**CAJA MADRID**"), Caja Insular de Ahorros de Canarias, Caja de Ahorros y Monte de Piedad de Ávila, Caixa d'Estalvis Laietana, Caja de Ahorros y Monte de Piedad de Segovia and Caja de Ahorros de La Rioja (the "**Savings Banks**"), incorporated Banco Financiero y de Ahorros, S.A. as the Central Company for the SIP and acknowledged that all conditions precedent provided for in the Consolidation Agreement had been satisfied. A more detailed description of the main features of the SIP, the Bank and the Consolidation Agreement is given in section 3.5 of the Building Block.

CAJA MADRID has a 0.3829 percent interest in EUROPEA DE TITULIZACIÓN's share capital.

No other direct or indirect ownership or controlling interest or association whatsoever is known to exist between the above-mentioned legal persons involved in the securitisation transaction.

6. ADMINISTRATION, MANAGEMENT AND SUPERVISORY BODIES

The Management Company, EUROPEA DE TITULIZACIÓN, shall be responsible for managing and being the authorised representative of the Fund on the terms set in Royal Decree 926/1998, Act 19/1992, failing a provision in Royal Decree 926/1998 and to the extent applicable, and other applicable laws, and on the terms of the Deed of Constitution and of this Prospectus.

6.1 Incorporation and registration at the Companies Register.

EUROPEA DE TITULIZACIÓN was incorporated in a public deed executed on January 19, 1993 before Madrid Notary Public Mr Roberto Blanquer Uberos, his document number 117, with the prior authorisation of the Economy and Finance Ministry, given on December 17, 1992, and entered in the Companies Register of Madrid at volume 5,461, book 0, folio 49, section 8, sheet M-89355, entry 1, on March 11, 1993; the company was re-registered as a Securitisation Fund Management Company in accordance with the provisions of chapter II and of the single transitional provision of Royal Decree 926/1998, pursuant to an authorisation granted by a Ministerial Order dated October 4, 1999 and in a deed executed on October 25, 1999 before Madrid Notary Public Mr Luis Felipe Rivas Recio, his document number 3,289, which was entered under number 33 of the sheet opened for the Company in said Companies Register.

EUROPEA DE TITULIZACIÓN has perpetual existence, other than upon the occurrence of any of the events of dissolution provided by the laws and the articles of association.

6.2 Audit.

The annual accounts of EUROPEA DE TITULIZACIÓN for the years ended on December 31, 2009, 2008 and 2007 have been audited by the firm Deloitte, entered in the ROAC (Official Register of Auditors) under number S0692.

The audit reports on the annual accounts for the years 2009, 2008 and 2007 are unqualified.

6.3 **Principal activities.**

The exclusive objects of EUROPEA DE TITULIZACIÓN are to establish, manage and be the authorised representative of both asset securitisation funds and mortgage securitisation funds.

EUROPEA DE TITULIZACIÓN manages 111 securitisation funds at the date of this Prospectus, 20 being mortgage securitisation funds and 91 being asset securitisation funds.

The following table itemises the 111 securitisation funds managed, giving their date of establishment and the face amount of the bonds issued by those funds and their outstanding principal balances at November 30, 2010.

Securitisation Fund	**Establishment**	**Initial Bond Issue EUR**	**Bond Issue Balance 30.11.2010 EUR**	**?%**	**Bond Issue Balance 31.12.2009 EUR**	**?%**	**Bond Issue Balance 31.12.2008 EUR**
TOTAL		**154,505,296,652.96**	**87,489,189,452.81**	**-8.0%**	**95,124,784,480.79**	**-0.32%**	**95,428,214,189.99**
Mortgage (FTH)		**15,117,046,652.96**	**5,605,194,529.54**	**-11.1%**	**6,304,505,622.07**	**-10.76%**	**7,064,807,436.13**
Bankinter 15 FTH	08.10.2007	1,525,500,000.00	1,199,380,289.54	-7.4%	1,295,824,891.50	-7.1%	1,395,112,380.00
Bankinter 14 FTH	19.03.2007	964,000,000.00	741,691,733.62	-5.4%	784,061,288.38	-6.0%	834,115,075.93
Bankinter 12 FTH	06.03.2006	1,200,000,000.00	751,172,515.36	-6.8%	805,848,578.88	-8.8%	883,553,888.64
Valencia Hipotecario 2 FTH	07.12.2005	950,000,000.00	504,368,283.20	-10.9%	566,068,308.45	-10.3%	630,751,948.45
Bankinter 11 FTH	28.11.2005	900,000,000.00	550,820,207.52	-9.0%	605,205,937.04	-8.4%	660,398,419.92
Bankinter 7 FTH	18.02.2004	490,000,000.00	196,595,392.10	-8.4%	214,557,164.88	-10.3%	239,121,435.14
Bankinter 5 FTH	16.12.2002	710,000,000.00	222,631,087.77	-12.6%	254,742,389.25	-12.1%	289,676,798.81
BZ Hipotecario 4 FTH	27.11.2002	313,400,000.00	62,053,257.70	-19.8%	77,326,346.08	-16.4%	92,465,223.44
Rural Hipotecario IV FTH	14.11.2002	520,000,000.00	139,680,009.64	-12.8%	160,111,798.51	-13.6%	185,213,314.44
Bancaja 4 FTH	05.11.2002	1,000,000,000.00	237,445,873.25	-9.7%	263,073,467.95	-12.9%	302,038,681.15
Bankinter 4 FTH	24.09.2002	1,025,000,000.00	328,510,519.60	-12.9%	377,048,929.64	-12.9%	432,999,671.58
Rural Hipotecario III FTH	14.05.2002	325,000,000.00	79,202,910.88	-12.5%	90,567,539.11	-14.4%	105,771,208.78
Bankinter 3 FTH	22.10.2001	1,322,500,000.00	329,921,227.27	-14.7%	386,962,104.55	-14.3%	451,287,203.74
BZ Hipotecario 3 FTH	23.07.2001	310,000,000.00	45,754,060.63	-20.5%	57,520,198.48	-18.1%	70,236,608.06
Rural Hipotecario II FTH	29.05.2001	235,000,000.00	38,537,858.80	-18.6%	47,318,092.00	-18.7%	58,205,527.00
BZ Hipotecario 2 FTH	28.04.2000	285,000,000.00	23,975,263.74	-20.9%	30,317,398.50	-21.6%	38,645,672.22
Rural Hipotecario I FTH	22.02.2000	200,000,000.00	19,231,143.08	-23.1%	25,015,790.78	-23.2%	32,562,907.76
Bankinter 2 FTH	25.10.1999	320,000,000.00	54,799,694.62	-16.3%	65,483,921.41	-16.1%	78,041,823.55
Bankinter 1 FTH	12.05.1999	600,000,000.00	57,766,431.60	-22.3%	74,298,445.20	-21.5%	94,625,851.08
BZ Hipotecario 1 FTH	16.04.1999	350,000,000.00	21,656,769.62	-21.9%	27,715,102.40	-26.4%	37,673,057.52
Hipotecario 2 FTH	04.12.1998	1,051,771,182.67	liquidated	-100.0%	95,437,929.08	-24.4%	126,168,514.90
Bancaja 2 FTH	23.10.1998	240,404,841.75	liquidated		0.00	-100.0%	26,142,224.02
Bancaja 1 FTH	18.07.1997	120,202,420.88	liquidated				
BBV-MBS I FTH	30.11.1995	90,151,815.66	liquidated				
Hipotecario 1 FTH	20.09.1993	69,116,392.00	liquidated				
Asset (FTA)		**139,388,250,000.00**	**81,883,994,923.27**	**-7.8%**	**88,820,278,858.72**	**0.5%**	**88,363,406,753.86**
MBS Bancaja 7 FTA	23.07.2010	875,000,000.00	864,925,166.00				
BBVA Empresas 4 FTA	19.07.2010	1,700,000,000.00	1,596,388,740.00				
Bankinter 20 FTA	12.07.2010	1,650,000,000.00	1,633,852,110.00				
BBVA RMBS 9 FTA	19.4.2010	1,295,000,000.00	1,274,911,442.00				
BBVA Empresas 3 FTA	21.12.2009	2,600,000,000.00	2,151,249,113.00	-17.3%	2,600,000,000.00		
BBVA Consumo 4 FTA	09.12.2009	1,100,000,000.00	1,100,000,000.00	0.0%	1,100,000,000.00		
Rural Hipotecario XII FTA	04.11.2009	910,000,000.00	861,107,483.26	-5.4%	910,000,000.00		
Bancaja Leasing 1 FTA	22.10.2009	800,000,000.00	686,594,240.00	-14.2%	800,000,000.00		
PYME Bancaja 8 FTA	29.07.2009	510,000,000.00	360,697,687.23	-23.3%	470,489,720.34		
BBVA RMBS 8 FTA	16.07.2009	1,220,000,000.00	1,128,696,715.24	-5.4%	1,192,955,474.32		
FTGENVAL Bancaja 1 FTA	27.05.2009	300,000,000.00	280,869,849.15	-4.2%	293,197,827.16		
Bankinter 19 FTA	27.04.2009	1,650,000,000.00	1,471,014,107.72	-6.5%	1,572,945,906.41		
Bancaja – BVA VPO 1 FTA	03.04.2009	390,000,000.00	353,724,619.20	-6.7%	378,989,215.62		
Bankinter Empresas 1 FTA	16.03.2009	710,000,000.00	531,822,029.12	-14.4%	621,086,659.64		
PYME Valencia 2 FTA	13.03.2009	500,000,000.00	316,198,103.00	-21.2%	401,239,970.75		
BBVA Empresas 2 FTA	09.03.2009	2,850,000,000.00	1,714,432,684.80	-28.1%	2,385,510,616.08		
Rural Hipotecario XI FTA	25.02.2009	2,200,000,000.00	1,922,482,984.73	-6.6%	2,058,061,171.21		
MBS Bancaja 6 FTA	02.02.2009	1,000,000,000.00	876,127,772.80	-6.4%	936,480,259.20		
Financiación Bancaja 1 FTA	22.12.2008	550,000,000.00	231,624,118.00	-34.1%	351,393,557.90	-36.1%	550,000,000.00
Valencia Hipotecario 5 FTA	17.12.2008	500,000,000.00	442,104,609.20	-7.1%	475,658,337.20	-4.9%	500,000,000.00
Bancaja 13 FTA	09.12.2008	2,895,000,000.00	2,604,066,078.68	-3.9%	2,710,128,255.53	-6.4%	2,895,000,000.00
BBVA RMBS 7 FTA	24.11.2008	8,500,000,000.00	6,770,924,335.60	-8.9%	7,430,357,956.60	-12.6%	8,500,000,000.00
BBVA RMBS 6 FTA	10.11.2008	4,995,000,000.00	4,187,017,498.33	-8.9%	4,595,381,161.10	-8.0%	4,995,000,000.00
Bankinter 18 FTA	10.11.2008	1,500,000,000.00	1,344,584,553.88	-5.9%	1,428,581,680.72	-4.8%	1,500,000,000.00
PYME Bancaja 7 FTA	10.10,2008	1,100,000,000.00	557,755,684.64	-22.1%	715,606,095.20	-33.1%	1,069,150,856.96
Bankinter 4 FTPYME FTA	15.09.2008	400,000,000.00	283,607,840.00	-17.7%	344,424,960.00	-13.9%	400,000,000.00

Securitisation Fund	Establishment	Initial Bond Issue EUR	Bond Issue Balance 30.11.2010 EUR	?%	Bond Issue Balance 31.12.2009 EUR	?%	Bond Issue Balance 31.12.2008 EUR
BBVA-8 FTPYME FTA	21.07.2008	1,100,000,000.00	570,848,507.93	-24.6%	757,330,272.11	-24.7%	1,005,182,459.39
Rural Hipotecario X FTA	25.06.2008	1,880,000,000.00	1,517,237,799.68	-9.0%	1,667,334,397.76	-8.4%	1,820,587,870.08
Bankinter Leasing 1 FTA	23.06.2008	400,000,000.00	194,687,942.92	-39.4%	321,039,895.66	-19.7%	400,000,000.00
Bankinter 17 FTA	09.06.2008	1,000,000,000.00	832,283,990.50	-7.5%	899,373,994.75	-7.5%	972,781,741.00
BBVA RMBS 5 FTA	26.05.2008	5,000,000,000.00	4,101,046,587.50	-6.6%	4,391,731,542.50	-9.0%	4,823,797,380.00
MBS Bancaja 5 FTA	08.05.2008	1,850,000,000.00	liquidated	-100.0%	1,544,033,626.02	-12.6%	1,767,311,250.78
BBVA Consumo 3 FTA	14.04.2008	975,000,000.00	499,981,899.30	-31.1%	725,507,253.90	-25.6%	975,000,000.00
Bancaja 12 FTA	09.04.2008	2,100,000,000.00	liquidated		0.00	-100.0%	2,033,236,240.16
Bankinter 16 FTA	10,03,2008	2,043,000,000.00	1,706,268,984.20	-5.3%	1,801,422,339.60	-6.3%	1,922,024,851.80
BBVA-7 FTGENCAT FTA	11.02.2008	250,000,000.00	98,251,038.02	-33.0%	146,547,853.29	-30.1%	209,714,529.60
Valencia Hipotecario 4 FTA	21.12.2007	978,500,000.00	778,705,220.62	-9.8%	863,076,722.80	-6.2%	919,895,774.04
Ruralpyme 3 FTA	19.12.2007	830,000,000.00	428,126,753.76	-24.8%	569,542,740.24	-19.3%	706,144,431.44
BBVA RMBS 4 FTA	19.11.2007	4,900,000,000.00	3,560,901,172.00	-9.2%	3,920,709,204.00	-12.1%	4,459,929,696.00
Bankinter 3 FTPYME FTA	12.11.2007	617,400,000.00	376,004,300.94	-16.0%	447,362,856.00	-14.9%	525,513,852.00
BBVA Empresas 1 FTA	05.11.2007	1,450,000,000.00	464,278,270.24	-35.4%	718,897,500.00	-33.0%	1,073,707,300.00
FTPYME Bancaja 6 FTA	26.09.2007	1,027,000,000.00	318,243,869.91	-26.2%	431,450,959.71	-39.3%	710,816,961.05
BBVA RMBS 3 FTA	23.07.2007	3,000,000,000.00	2,389,246,080.00	-4.1%	2,492,220,480.00	-9.0%	2,739,937,080.00
PYME Valencia 1 FTA	20.07.2007	865,300,000.00	308,935,387.48	-17.2%	373,035,703.96	-30.4%	536,115,603.28
Bancaja 11 FTA	16.07.2007	2,022,900,000.00	1,536,849,365.20	-7.0%	1,652,066,780.50	-10.1%	1,838,382,680.00
BBVA Leasing 1 FTA	25/06/2007	2,500,000,000.00	941,401,503.16	-38.4%	1,528,183,660.66	-38.9%	2,500,000,000.00
BBVA-6 FTPYME FTA	11/06/2007	1,500,000,000.00	489,035,028.78	-26.2%	663,014,901.98	-32.1%	975,935,302.62
BBVA Finanzia Autos 1 FTA	30/04/2007	800,000,000.00	322,565,825.60	-34.6%	493,290,240.80	-29.2%	697,029,804.80
MBS Bancaja 4 FTA	27/04/2007	1,873,100,000.00	1,197,528,625.66	-10.1%	1,331,395,185.53	-15.4%	1,573,100,000.00
Rural Hipotecario IX FTA	28/03/2007	1,515,000,000.00	1,042,902,388.55	-9.3%	1,149,260,439.02	-9.3%	1,267,346,992.47
BBVA RMBS 2 FTA	26/03/2007	5,000,000,000.00	3,582,078,000.00	-5.7%	3,797,069,760.00	-8.6%	4,152,695,095.00
BBVA RMBS 1 FTA	19.02.2007	2,500,000,000.00	1,795,300,220.00	-5.8%	1,906,554,860.00	-8.1%	2,073,701,700.00
Bancaja 10 FTA	26.01.2007	2,631,000,000.00	1,833,377,080.70	-7.9%	1,989,810,788.90	-9.6%	2,202,073,104.00
BBVA Consumo 2 FTA	27.11.2006	1,500,000,000.00	620,919,004.59	-29.3%	878,727,371.21	-35.2%	1,356,588,688.04
Ruralpyme 2 FTPYME FTA	24.11.2006	617,050,000.00	247,667,951.10	-24.5%	327,887,662.50	-18.7%	403,363,458.20
Bankinter 13 FTA	20.11.2006	1,570,000,000.00	1,090,917,828.60	-7.8%	1,183,585,431.42	-8.1%	1,288,480,982.94
Valencia Hipotecario 3 FTA	15.11.2006	911,000,000.00	596,831,519.54	-7.4%	644,411,983.67	-8.7%	705,744,244.09
BBVA-5 FTPYME FTA	23.10.2006	1,900,000,000.00	451,367,505.80	-28.5%	630,892,097.77	-35.2%	974,218,142.16
PYME Bancaja 5 FTA	02.10.2006	1,178,800,000.00	221,764,846.04	-23.9%	291,350,612.62	-40.9%	493,376,579.84
Bankinter 2 PYME FTA	26.06.2006	800,000,000.00	326,683,060.80	-18.4%	400,433,517.80	-19.0%	494,613,353.00
Consumo Bancaja 1 FTA	26.06.2006	612,900,000.00	132,129,498.42	-46.4%	246,603,579.75	-42.8%	431,331,180.57
Rural Hipotecario VIII FTA	26.05.2006	1,311,700,000.00	784,967,531.08	-10.0%	872,584,733.56	-9.2%	960,987,411.88
BBVA Consumo 1 FTA	08.05.2006	1,500,000,000.00	428,278,816.50	-40.5%	719,358,618.00	-40.0%	1,199,925,867.75
MBS BANCAJA 3 FTA	03.04.2006	810,000,000.00	425,420,710.80	-7.4%	459,506,012.00	-9.7%	509,113,362.00
Bancaja 9 FTA	02.02.2006	2,022,600,000.00	1,092,950,990.00	-7.0%	1,175,063,370.00	-10.8%	1,316,933,640.00
BBVA Autos 2 FTA	12.12.2005	1,000,000,000.00	294,838,633.00	-35.5%	456,868,244.35	-34.5%	697,184,035.75
EdT FTPYME Pastor 3 FTA	05.12.2005	520,000,000.00	77,452,747.47	-32.3%	114,482,719.69	-34.0%	173,518,158.86
Rural Hipotecario Global I FTA	18.11.2005	1,078,000,000.00	554,940,359.11	-10.9%	622,982,875.09	-10.8%	698,705,903.35
FTPYME Bancaja 4 FTA	07.11.2005	1,524,000,000.00	173,615,860.00	-24.2%	228,939,618.16	-33.1%	342,336,309.04
BBVA 4 PYME FTA	26.09.2005	1,250,000,000.00	138,483,007.62	-36.0%	216,342,912.30	-40.0%	360,632,613.03
Bankinter 10 FTA	27.06.2005	1,740,000,000.00	947,465,957.42	-7.5%	1,023,853,480.00	-9.3%	1,129,269,953.14
MBS Bancaja 2 FTA	27.06.2005	809,200,000.00	315,822,324.56	-11.1%	355,390,981.76	-12.5%	406,244,255.92
BBVA Hipotecario 3 FTA	13.06.2005	1,450,000,000.00	350,291,439.85	-27.8%	485,304,136.86	-24.4%	642,055,733.17
Rural Hipotecario VII FTA	29.04.2005	1,100,000,000.00	530,749,605.86	-8.8%	581,961,795.01	-10.8%	652,623,985.37
Bancaja 8 FTA	22.04.2005	1,680,100,000.00	750,143,953.12	-8.6%	821,157,887.86	-9.7%	909,687,849.80
Bankinter 9 FTA	14.02.2005	1,035,000,000.00	534,746,763.92	-10.3%	596,171,265.48	-10.2%	663,544,032.70
BBVA-3 FTPYME FTA	29.11.2004	1,000,000,000.00	112,250,270.07	-37.2%	178,674,389.24	-33.8%	269,966,083.10
Ruralpyme 1 FTPYME FTA	23.11.2004	214,000,000.00	44,177,265.16	-22.2%	56,765,323.81	-24.3%	74,962,808.98
BBVA Autos 1 FTA	25.10.2004	1,000,000,000.00	108,768,900.00	-41.9%	187,053,270.00	-45.5%	343,148,435.00
FTPYME Bancaja 3 FTA	11.10.2004	900,000,000.00	98,160,925.12	-25.0%	130,925,342.50	-27.1%	179,663,794.99
Bancaja 7 FTA	12.07.2004	1,900,000,000.00	693,905,381.26	-9.9%	770,293,444.20	-11.0%	865,846,478.84
Rural Hipotecario VI FTA	07.07.2004	950,000,000.00	391,274,194.95	-10.5%	437,073,494.75	-10.6%	488,624,113.56
MBS Bancaja 1 FTA	17.05.2004	690,000,000.00	163,798,028.26	-16.3%	195,619,808.47	-17.1%	236,017,686.48
Valencia H 1 FTA	23.04.2004	472,000,000.00	174,746,077.87	-13.7%	202,532,491.31	-12.7%	232,007,756.74
Bankinter 8 FTA	03.03.2004	1,070,000,000.00	440,929,733.08	-9.1%	485,087,041.82	-11.3%	546,915,812.87
Bancaja 6 FTA	03.12.2003	2,080,000,000.00	582,570,910.48	-11.4%	657,735,200.72	-12.3%	749,696,558.52
Rural Hipotecario V FTA	28.10.2003	695,000,000.00	245,828,260.86	-9.5%	271,507,418.48	-12.1%	308,893,570.42
Bankinter 6 FTA	25.09.2003	1,350,000,000.00	546,095,665.27	-11.4%	616,665,281.34	-10.6%	689,596,864.79
FTPYME Bancaja 2 FTA	19.09.2003	500,000,000.00	59,484,796.55	-23.4%	77,697,470.75	-22.7%	100,471,032.89
Bancaja 5 FTA	14.04.2003	1,000,000,000.00	264,413,136.50	-11.3%	298,094,986.95	-12.7%	341,277,231.90
Bancaja 3 FTA	29.07.2002	520,900,000.00	246,458,095.11	-13.2%	283,985,376.55	-17.6%	344,588,694.79
FTPYME Bancaja 1 FTA	04.03.2002	600,000,000.00	liquidated		0.00	-100.0%	64,005,795.00
BBVA-2 FTPYME-ICO	01.12.2000	900,000,000.00	19,278,789.30	-36.4%	30,328,236.90	-44.5%	54,615,458.88
BCL Municipios I FTA	21.06.2000	1,205,000,000.00	170,539,170.00	-23.3%	222,252,950.00	-24.7%	295,005,440.00
BBVA-1 FTA	24.02.2000	1,112,800,000.00	liquidated	-100.0%	30,373,639.40	-60.3%	76,510,839.04

6.4 **Share capital and equity.**

The Management Company's wholly subscribed for, paid-up share capital amounts to one million eight hundred and three thousand and thirty-seven Euros and fifty Eurocents (EUR 1,803,037.50) represented by 2,500 registered shares, all in the same class, correlatively numbered from 1 to 2,500, both inclusive, wholly subscribed for and paid up, and divided into two series:

- Series A comprising 1,250 shares, numbers 1 to 1,250, both inclusive, having a unit face value of EUR 276.17.
- Series B comprising 1,250 shares, numbers 1,251 to 2,500, both inclusive, having a unit face value of EUR 1,166.26.

The shares are all in the same class and confer identical political and economic rights.

(EUR)	**30.09.2010**	**31.12.2009**	?%	**31.12.2008**
Equity *	**16,405,469.49**	**10,260,817.24**	**66.54%**	**6,161,104.95**
Capital	1,803,037.50	1,803,037.50	0.00%	1,803,037.50
Reserves	14,602,431.99	8,457,779.74	94.07%	4,358,067.45
Legal	*360,607.50*	*360,607.50*	*0.00%*	*360,607.50*
Voluntary	*14,241,824.49*	*8,097,172.24*	*102.56%*	*3,997,459.95*
Year's profit	**4,799,642.23**	**6,144,652.25**	**49.88%**	**4,099,712.29**

* Does not include year's profit

6.5 **Existence or not of shareholdings in other companies.**

There are no shareholdings in any other company.

6.6 **Administrative, management and supervisory bodies.**

Under the articles of association, the General Shareholders' Meeting and the Board of Directors are entrusted with governing and managing the Management Company. Their duties and authorities are as prescribed for those bodies in the Public Limited Companies Act and in Royal Decree 926/1998, in relation to the objects.

As provided for in the articles of association, the Board of Directors has delegated to an Executive Committee all its authorities that may be delegated by law and in accordance with the articles, including resolving to set up Asset Securitisation Funds. There is also a General Manager vested with extensive authorities within the organisation and vis-à-vis third parties.

Board of Directors.

The Board of Directors has the following membership:

Chairman: Mr Roberto Vicario Montoya (*) (**)

Vice-Chairman: Mr Pedro María Urresti Laca (**)

Directors: Mr Ignacio Echevarría Soriano (*) (**)
Ms Ana Fernández Manrique (**)
Mr Mario Masiá Vicente (*)
Mr Justo de Rufino Portillo (*) (**)
Mr Borja Uriarte Villalonga on behalf of Bankinter, S.A.
Mr Ignacio Benlloch Fernández-Cuesta, on behalf of Banco Cooperativo Español, S.A.

Non-Director Secretary: Ms Belén Rico Arévalo

(*) Member of the Board of Directors' Executive Committee.
(**) Proprietary Directors for BBVA.

The business address of the directors of EUROPEA DE TITULIZACIÓN is for these purposes at Madrid, calle Lagasca number 120.

General Manager.

The Management Company's General Manager is Mr Mario Masiá Vicente.

6.7 **Principal activities of the persons referred to in section 6.6 above, performed outside the Management Company where these are significant with respect to the Fund.**

None of the persons referred to in the preceding section performs any activities relevant to the Fund outside the Management Company.

6.8 **Lenders of the management company in excess of 10 percent.**

The Management Company has received no loan or credit from any person or institution whatsoever.

6.9 **Litigation in the Management Company.**

The Management Company is not involved in any event in the nature of insolvency and in any litigation or actions which might affect its economic and financial position or, in the future, its capacity to discharge its Fund management and administration duties as at the registration date of this Registration Document.

7. MAJOR SHAREHOLDERS

7.1 Statement as to whether the Management Company is directly or indirectly owned or controlled.

The ownership of shares in the Management Company is distributed among the companies listed below, specifying the percentage share capital holding of each one:

Name of shareholder company	Holding (%)
Banco Bilbao Vizcaya Argentaria, S.A.	87.5041
J.P. Morgan España, S.A.	4.0000
Bankinter, S.A.	1.5623
Caja de Ahorros del Mediterráneo	1.5420
Banco Sabadell, S.A.	1.5317
Banco Cooperativo Español, S.A.	0.7965
Banco Pastor, S.A.	0.7658
Banco de la Pequeña y Mediana Empresa, S.A.	0.7658
BNP Paribas España, S.A.	0.7658
Caja de Ahorros y Monte de Piedad de Madrid	0.3829
Caja España de Inversiones, Salamanca y Soria, Caja de Ahorros y Monte de Piedad	0.3829
	100.0000

For the purposes of Commercial Code article 42, EUROPEA DE TITULIZACIÓN is a member of Banco Bilbao Vizcaya Argentaria Group.

EUROPEA DE TITULIZACIÓN has established an Internal Code of Conduct in fulfilment of the provisions of Chapter III of Royal Decree 217/2008, February 15, on the legal system of investment services companies and other undertakings providing investment services and partially amending the implementing Regulations of Undertakings for Collective Investment Act 35/2003, November 4, approved by Royal Decree 1309/2005, November 4, which has been notified to the CNMV.

8. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION, AND PROFITS AND LOSSES

8.1 Statement as to commencement of operations and financial statements of the Issuer as at the date of the Registration Document.

In accordance with the provisions of section 4.4.2 of this Registration Document, the Fund's operations shall commence on the date of execution of the Deed of Constitution and therefore the Fund has no financial statement as at the date of this Registration Document.

8.2 Historical financial information where an issuer has commenced operations and financial statements have been prepared.

Not applicable.

8.2 bis Historical financial information for issues of securities having a denomination per unit of at least EUR 50,000.

Not applicable.

8.3 Legal and arbitration proceedings.

Not applicable.

8.4 Material adverse change in the Issuer's financial position.

Not applicable.

9. THIRD PARTY INFORMATION, STATEMENT BY EXPERTS AND DECLARATIONS OF ANY INTEREST

9.1 Statement or report attributed to a person as an expert.

No statement or report is included.

9.2 Information sourced from a third party.

No information sourced from a third party is included.

10. DOCUMENTS ON DISPLAY

10.1 Documents on display.

If necessary, the following documents or copies thereof shall be on display during the period of validity of this Registration Document and during the life of the Fund:

a) the Deed of Constitution of the Fund;

b) the transcripts of the Management Company's and the Originator's corporate resolutions;

c) this Prospectus;

d) the audit report by Deloitte on certain features and attributes of a sample of all of the BANCAJA's selected mortgage loans from which the Mortgage Loans will be taken in order for their receivables to be mostly assigned to the Fund upon being established;

e) the Rating Agencies' letters notifying the provisional and final ratings assigned to the Bond Issue Series, as the case may be;

f) the letter from BANCAJA taking responsibility, with the Management Company, for the Securities Note;

g) the notarial certificate recording payment of the Bond Issue, once the Bond Issue is paid up;

h) the Management Company's annual accounts and the relevant audit reports; and

i) the Management Company's articles of association and memorandum of association.

Those documents are physically on display at the registered office of EUROPEA DE TITULIZACIÓN at Madrid, calle Lagasca number 120.

Moreover, the Prospectus is also on display at the website of EUROPEA DE TITULIZACIÓN, at www.edt-sg.es, and of the CNMV at www.cnmv.es.

The Deed of Constitution of the Fund is physically on display at the place of business of Iberclear in Madrid, Plaza de la Lealtad number 1.

In addition, documents a) to g) listed above are on display at the CNMV.

SECURITIES NOTE

(Annex XIII to Commission Regulation (EC) No. 809/2004 of April 29, 2004)

1 PERSONS RESPONSIBLE

1.1 Persons responsible for the information given in the Securities Note.

Mr Mario Masiá Vicente, acting for and on behalf of EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, the company sponsoring MBS BANCAJA 8 FONDO DE TITULIZACIÓN DE ACTIVOS, takes responsibility for the contents of this Securities Note (including the Building Block).

Mr Mario Masiá Vicente, General Manager of the Management Company, is acting using the authorities conferred by the Board of Directors at its meetings held on January 19, 1993, January 28, 2000 and March 31, 2010, and by the Board of Directors' Executive Committee at its meeting held on November 23, 2009, and expressly for establishing the Fund pursuant to authorities conferred by the Board of Directors' Executive Committee in a resolution dated October 13, 2010.

Mr Benito Castillo Navarro, duly authorised for these presents, acting for and on behalf of BANCAJA, Lead Manager of the Bond Issue by MBS BANCAJA 8 FONDO DE TITULIZACIÓN DE ACTIVOS, takes responsibility for the contents of this Securities Note and of the Building Block.

Mr Benito Castillo Navarro is acting as attorney for BANCAJA using the authorities conferred by BANCAJA in a power of attorney executed as a deed before Valencia Notary Public Mr Antonio Beasus Codes on May 5, 1992, his document number 974, and using the authorities conferred for establishing the Fund by BANCAJA's Board of Directors in a resolution dated July 13, 2010.

1.2 Declaration by those responsible for the Securities Note.

Mr Mario Masiá Vicente declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Securities Note (including the Building Block) is, to the best of his knowledge, in accordance with the facts and contains no omission likely to affect its import.

Mr Benito Castillo Navarro declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Securities Note (including the Building Block) is, to the best of his knowledge, in accordance with the facts and contains no omission likely to affect its import.

2 RISK FACTORS

The Bond Issue is made with the intention of being fully subscribed for by the Originator in order to have liquid assets available which may be used as security for Eurosystem transactions or be sold subsequently on the market, and, consequently, the terms of the Bond Issue are not an estimate of the prices at which those instruments could be sold in the secondary market or of the Eurosystem's valuations in due course for the purpose of using them as security instruments in its lending transactions to the banking system.

The other risk factors linked to the securities are described in paragraph 2 of the preceding Risk Factors section of this Prospectus.

The risk factors linked to the assets backing the Bond Issue are described in section 3 of the preceding Risk Factors section of this Prospectus.

3 KEY INFORMATION

3.1 Interest of natural and legal persons involved in the offer.

The identity of the legal persons involved in the offer and direct or indirect shareholdings or controlling interest or association between them are detailed in section 5.2 of the Registration Document. Their interests as persons involved in the offer of the Bond Issue are as follows:

a) EUROPEA DE TITULIZACIÓN is the Fund Management Company.

b) BANCAJA has structured the financial terms of the Fund and the Bond Issue.

c) BANCAJA is the Originator of the Mortgage Loan receivables by issuing the Pass-Through Certificates to be pooled in and subscribed for by the Fund.

d) BANCAJA is involved as Lead Manager and as Subscriber of the Bond Issue.

e) BANCAJA shall be Fund counterparty under the Start-Up Loan, Subordinated Loan, Mortgage Loan Servicing and Pass-Through Certificate Custody and Financial Intermediation Agreements.

f) BANESTO shall be Fund counterparty under the Guaranteed Interest Rate Account (Treasury Account) Agreement.

g) BANCO COOPERATIVO is involved as Bond Issue Paying Agent.

h) DELOITTE has audited certain features and attributes of a sample of all of BANCAJA's selected mortgage loans from which the Mortgage Loans will be taken to be assigned to the Fund upon being established.

i) Fitch and Moody's are the Rating Agencies that have rated the Bond Series, as the case may be.

j) GARRIGUES, as independent adviser, has provided legal advice for establishing the Fund and the Bond Issue and has been involved in reviewing this Prospectus, the transaction and financial service agreements referred to herein and the Deed of Constitution.

The Management Company is not aware of the existence of any other significant link or economic interest between the aforesaid institutions involved in the Bond Issue, other than what is strictly professional derived from their involvement as detailed in this section and in section 5.2 of the Registration Document.

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

4.1 Total amount of the securities and underwriting.

4.1.1 Total amount of the securities.

The total face and cash value amount of the issue of Asset-Backed Bonds (the "**Bond Issue**") is EUR four hundred and fifty million (450,000,000.00), consisting of four thousand five hundred (4,500) Bonds denominated in Euros and comprised of two Bond Series, distributed as follows:

a) Series A having a total face amount of EUR two hundred and seventy-four million five hundred thousand (274,500,000.00) comprising two thousand seven hundred and forty-five (2,745) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either "**Series A**" or "**Series A Bonds**").

b) Series B having a total face amount of EUR one hundred and seventy-five million five hundred thousand (175,500,000.00) comprising one thousand seven hundred and fifty-five (1,755) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either "**Series B**" or "**Series B Bonds**").

Subscribing for or holding Bonds in one Series does not imply subscribing for or holding Bonds in the other Series.

4.1.2 Bond issue price.

The Bonds are issued at 100 percent of their face value. The issue price of the Bonds in each Series shall be EUR one hundred thousand (100,000) per Bond, clear of taxes and subscription costs for the subscriber.

The expenses and taxes attaching to the Bond issue shall be borne by the Fund.

4.1.3 Subscription for the Bond Issue.

The Bond Issue shall be exclusively subscribed for by BANCAJA (the "**Subscriber**") under the management and subscription agreement (the "**Management and Subscription Agreement**") to be entered into by the Management Company for and on behalf of the Fund.

BANCAJA shall receive no fee whatsoever for subscribing for Bond Issue.

BANCAJA is involved as Lead Manager in the Bond Issue and shall receive no fee whatsoever for managing the Bond Issue.

The Management and Subscription Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to the Bond Series as final ratings by 2pm (CET) on December 27, 2010 or in the events provided for by the laws in force for the time being.

4.2 Description of the type and class of the securities.

The Bonds legally qualify as marketable fixed-income securities with an explicit yield and are subject to the system prescribed in the Securities Market Act and implementing regulations.

4.3 Legislation under which the securities have been created.

The Bond Issue is subject to Spanish Law and in particular is carried out in accordance with the legal system provided for by (i) Royal Decree 926/1998 and implementing regulations, (ii) Act 19/1992, failing a provision in Royal Decree 926/1998 and to the extent applicable, (iii) Additional Provision Five of Act 3/1994, (iv) the Securities Market Act and applicable implementing regulations, (v) Regulation 809/2004, (vi) Royal Decree 1310/2005, and (vii) all other legal and statutory provisions in force and applicable from time to time.

The Deed of Constitution, the Bond issue and the agreements relating to transactions for hedging financial risks and provision of services on the Fund's behalf shall be subject to Spanish Law and shall be governed by and construed in accordance with Spanish Laws.

4.4 Indication as to whether the securities are in registered or bearer form and whether the securities are in certificated or book-entry form.

The Bonds issued by the Fund will be exclusively represented by means of book entries, and will become such Bonds when entered at Iberclear, the institution in charge of the accounting record, in accordance with article 11 of Royal Decree 116/1992. In this connection, and for the record, the Deed of Constitution shall have the effects prescribed by article 6 of the Securities Market Act.

Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores S.A. ("**Iberclear**"), with place of business at Plaza de la Lealtad, no. 1, Madrid, shall be the institution designated in the Deed of Constitution to account for the Bonds in order for the Bonds to be cleared and settled in accordance with the operating rules regarding securities admitted to trading on the AIAF and represented by means of book entries, established now or henceforth by Iberclear or AIAF.

Bondholders shall be identified as such when entered in the accounting record kept by the members of Iberclear.

4.5 Currency of the issue.

The Bonds shall be denominated in Euros.

4.6 Ranking of the securities.

Series B Bond interest payment and principal repayment is deferred with respect to Series A Bonds, as provided in the Priority of Payments and in the Liquidation Priority of Payments.

4.6.1 **Simple reference to the order number of Bond interest payment in each Series in the Fund priority of payments.**

Payment of interest accrued by Series A Bonds is (i) second (2nd) in the application of Available Funds in the Priority of Payments established in section 3.4.6.2.1.2 of the Building Block, and (ii) third (3rd) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

Payment of interest accrued by Series B Bonds is (i) fifth (5th) in the application of Available Funds in the Priority of Payments established in said section 3.4.6.2.1.2 of the Building Block, and (ii) fifth (5th) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

4.6.2 **Simple reference to the order number of Bond principal repayment in each Series in the Fund priority of payments.**

The Amortisation Withholding amount designed for amortising Series A and B Bonds as a whole without distinguishing between those Series is fourth (4th) in the application of Available Funds in the Priority of Payments established in section 3.4.6.2.1.2 of the Building Block, other than in the event provided for in the same section for it to be deferred, in which case it shall be sixth (6th).

Bond principal in each Series shall be repaid in accordance with the rules for Distribution of Available Funds for Amortisation contained in section 4.9.3.5 of this Securities Note.

Repayment of Series A Bond principal is fourth (4th) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

Repayment of Series B Bond principal is sixth (6th) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section 3.4.6.3 of the Building Block.

4.7 Description of the rights attached to the securities.

The economic and financial rights for Bondholders associated with acquiring and holding the Bonds shall be for each Series as derived from the terms as to interest rate, yields and redemption terms on which they are to be issued and given in sections 4.8 and 4.9 of this Securities Note. In accordance with the laws in force for the time being, the Bonds subject of this Securities Note shall vest the investor acquiring the same in no present and/or future political rights in and to the Fund.

Bondholders and all other creditors of the Fund shall, as such, have no recourse whatsoever against Mortgage Loan Obligors who may have defaulted on their payment obligations or against the Originator. Any such rights shall lie with the Management Company, representing the Fund.

Bondholders and all other creditors of the Fund shall have no recourse whatsoever against the Fund or against the Management Company in the event of non-payment of amounts due by the Fund resulting from the existence of Mortgage Loan default or in the event of prepayment, a breach by the Originator of its obligations or by the counterparties under the transactions entered into for and on behalf of the Fund, or shortfall of the financial hedging transactions for servicing the Bonds in each Series.

Bondholders and all other creditors of the Fund shall have no recourse against the Management Company other than as derived from breaches of its duties or inobservance of the provisions of this Prospectus and of the Deed of Constitution. Those actions shall be resolved in the relevant ordinary declaratory proceedings depending on the amount claimed.

All matters, disagreements, actions and claims arising out of the Management Company establishing the Fund, managing and being the authorised representative of MBS BANCAJA 8 FONDO DE TITULIZACIÓN DE ACTIVOS and the Bond Issue by the same shall be heard and resolved by the competent Spanish Courts and Tribunals.

4.8 Nominal interest rate and provisions relating to interest payable.

4.8.1 Bond nominal interest rate.

The Bonds in each Series shall, from the Closing Date until they mature, accrue yearly nominal interest, floating quarterly and payable quarterly, which shall be the result of applying the policies established hereinafter for each Series.

The resultant yearly nominal interest rate (hereinafter the "**Nominal Interest Rate**") for each Series shall be payable quarterly in arrears on each Payment Date on the Outstanding Principal Balance of the Series at the preceding Determination Date, provided that the Fund has sufficient liquidity in the Priority of Payments or on the Fund liquidation date in the Liquidation Priority of Payments.

Withholdings, interim payments and taxes established or to be established in the future on Bond principal, interest or returns shall be borne exclusively by Bondholders, and their amount, if any, shall be deducted by the Management Company, for and on behalf of the Fund, or through the Paying Agent, as provided by law.

4.8.1.1 Interest accrual.

For interest accrual purposes, the duration of each Bond Series shall be divided into successive interest accrual periods (the "**Interest Accrual Periods**") comprising the exact number of days elapsed between every two consecutive Payment Dates, each Interest Accrual Period including the beginning Payment Date but not including the ending Payment Date. Exceptionally, the duration of the first Interest Accrual Period shall be equivalent to the exact number of days elapsed between the Closing Date, December 28, 2010, inclusive, and the first Payment Date, March 28, 2011, because March 27, 2011 is not a Business Day, exclusive.

The Nominal Interest Rate shall accrue on the exact number of days in each Interest Accrual Period for which it was determined, calculated based upon a 360-day year.

4.8.1.2 Nominal Interest Rate.

The Nominal Interest Rate applicable to the Bonds in each Series and determined for each Interest Accrual Period shall be the result of adding:

(i) the Reference Rate, as established in the following section, and

(ii) a margin for each Series as follows:

- **Series A:** 0.30% margin.
- **Series B:** 0.70% margin.

The resultant Nominal Interest Rate shall be expressed as a percentage to three decimal places rounding off the relevant number to the nearest thousandth, rounding up when equidistant.

4.8.1.3 **Reference Rate and determining the same.**

The reference rate (the "**Reference Rate**") for determining the Nominal Interest Rate applicable to each Bond Series is as follows:

i) Three- (3-) month Euribor, "Euro Interbank Offered Rate", calculated and distributed by the BRIDGE financial information system under an FBE ("Fédération Bancaire de l'Union Européene") mandate, set at 11am (CET or "Central European Time") on the Interest Rate Fixing Date described below, which is currently published on electronic page EURIBOR01 supplied by Reuters, or any other page taking its stead in providing these services.

   Exceptionally, the Reference Rate for the first Interest Accrual Period shall be three- (3-) month Euribor, set at 11am (CET) on the Business Day preceding the Closing Date.

   Euribor definitions approved by the FBE and the Financial Markets Association (ACI) supplementing the current definition of Euribor shall be considered included for the purpose of the Euribor Reference Rate without having to amend these Reference Rate terms or have the Management Company notify Bondholders.

ii) In the event that the Euribor rate established in paragraph i) above should not be available or be impossible to obtain, the substitute Reference Rate shall be the interest rate resulting from finding the simple arithmetic mean of the interbank offered interest rates for non-transferable three- (3-) month deposit transactions in Euros in an amount equivalent to the Outstanding Principal Balance of the Bond Issue, declared by four (4) prime banks in the Euro zone, following a simultaneous request to each of their headquarters by the Paying Agent as soon as possible after 11am (CET) on the Interest Rate Fixing Date.

   Exceptionally, the substitute Reference Rate for the first Interest Accrual Period shall be the rate resulting from finding the simple arithmetic mean of the interbank offered interest rates for non-transferable three- (3-) month deposit transactions in Euros in an amount equivalent to the face amount of the Bond Issue, declared by the banks as provided for in paragraph one above, following a simultaneous request to each of their headquarters by the Paying Agent as soon as possible after 11am (CET) on the Business Day preceding the Closing Date.

   Should it be impossible to apply the above substitute Reference Rate, upon the failure by any or several of the banks to provide written quotations as provided for in paragraphs one and two of this section, the interest rate resulting from applying the simple arithmetic mean of the interest rates declared by at least two of the other banks shall be applicable.

iii) If the rates established in i) and ii) above should not be available or be impossible to obtain, the last Reference Rate or substitute Reference Rate applied to the next preceding Interest Accrual Period shall apply, and so on for subsequent Interest Accrual Periods whilst matters remain the same. For the first Interest Accrual Period, three- (3-) month Euribor available immediately before 11am (CET) on the Business Day preceding the Closing Date, calculated and distributed as described in i) above, would apply.

On each Interest Rate Fixing Date, the Paying Agent shall notify the Management Company of the Reference Rate determined in accordance with paragraphs i), ii) and iii) above. The Management Company shall keep the listings and supporting documents on which the Paying Agent shall notify it the Reference Rate determined.

4.8.1.4 **Interest Rate Fixing Date.**

The Management Company shall, for and on behalf of the Fund, determine the Nominal Interest Rate applicable to each Bond Series for every Interest Accrual Period as provided for in sections 4.8.1.2 and 4.8.1.3 above, on the second Business Day preceding each Payment Date (the "**Interest Rate Fixing Date**"), and it will apply for the following Interest Accrual Period.

Exceptionally, the Management Company shall determine the Nominal Interest Rate applicable to each Bond Series for the first Interest Accrual Period as provided for in sections 4.8.1.2 and 4.8.1.3 above, on the Business Day preceding the Closing Date, and shall notify the same in writing on the same day to the Subscriber. The Management Company will also notify this to the Paying Agent, AIAF and Iberclear.

The Nominal Interest Rates determined for each Bond Series for subsequent Interest Accrual Periods shall be communicated to Bondholders within the deadline and in the manner for which provision is made in section 4.1.1.a) of the Building Block.

4.8.1.5 **Formula for calculating interest.**

Interest settlement for each Series, payable on each Payment Date for each Interest Accrual Period, shall be calculated for each Series in accordance with the following formula:

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

Where:

I = Interest payable on a given Payment Date.

P = Outstanding Principal Balance of the Series at the Determination Date preceding that Payment Date.

R = Nominal Interest Rate of the Series expressed as a yearly percentage.

d = Exact number of days in each Interest Accrual Period.

4.8.2 Dates, place, institutions and procedure for paying interest.

Interest on the Bonds in each Series will be paid until finally amortised by Interest Accrual Periods in arrears on March 27, June 27, September 27 and December 27 of each year, or the following Business Day if any of those is not a Business Day (each of those days, a "**Payment Date**"), and interest for the then-current Interest Accrual Period will accrue until the relevant Payment Date, not inclusive, on the terms established in section 4.8.1.2 of this Securities Note.

The first interest Payment Date for the Bonds in each Series shall be March 28, 2011, because March 27, 2011 is not a Business Day, and interest will accrue at the applicable Nominal Interest Rate between the Closing Date, December 28, 2010, inclusive, and March 28, 2011, exclusive.

In this Bond Issue, business days ("**Business Days**") shall be deemed to be all days other than a:

- public holiday in the city of Madrid, or
- non-business day in the TARGET 2 calendar (or future replacement calendar).

Both interest resulting for Bondholders in each Series and the amount, if any, of interest accrued and not paid, shall be notified to Bondholders as described in section 4.1.1.a) of the Building Block, at least one (1) calendar day in advance of each Payment Date.

Bond interest accrued in each Series shall be paid provided that the Fund has sufficient liquidity to do so on each Payment Date in the Priority of Payments or upon liquidation of the Fund in the Liquidation Priority of Payments.

In the event that on a Payment Date the Fund should be unable to make full or partial payment of interest accrued on the Bonds in any Series, in the Priority of Payments, unpaid amounts shall accumulate on the following Payment Date to interest on that Series, if any, payable on that same Payment Date, and will be paid in the Priority of Payments and applied by order of maturity if it should be impossible once again not to pay the same fully due to a shortfall of Available Funds.

Overdue interest amounts shall not earn additional or late-payment interest and shall not be accumulated to the Outstanding Principal Balance of the Bonds in the relevant Series.

The Fund, through its Management Company, may not defer Bond interest payment beyond March 27, 2064, the Final Maturity Date, or the following Business Day if that is not a Business Day.

The Bond Issue shall be serviced through the Paying Agent, and therefore the Management Company shall, for and on behalf of the Fund, enter into the Paying Agent Agreement with BANCO COOPERATIVO, as set out in section 5.2.1 of this Securities Note.

4.9 Maturity date and amortisation of the securities.

4.9.1 **Bond redemption price.**

The redemption price of the Bonds in each Series shall be EUR one hundred thousand (100,000) per Bond, equivalent to 100 percent of their face value, payable as established in section 4.9.2 below.

Each and every one of the Bonds in a same Series shall be amortised in an equal amount by reducing the face amount of each of the Bonds.

4.9.2 **Characteristics specific to the amortisation of each Bond Series.**

4.9.2.1 **Amortisation of Series A Bonds.**

Series A Bond principal shall be amortised by partial amortisation on each Payment Date after Bond amortisation begins, in an amount equal to the Available Funds for Amortisation applied on each Payment Date to amortising Series A, in accordance with the rules for Distribution of Available Funds for Amortisation given in section 4.9.3.5 below, prorated between the Bonds in Series A proper by reducing the face amount of each Series A Bond.

The first partial amortisation of Series A Bonds shall occur on the first Payment Date (March 28, 2011, because March 27, 2011 is not a Business Day).

Final amortisation of Series A Bonds shall occur on the Final Maturity Date (March 27, 2064 or the following Business Day if that is not a Business Day), notwithstanding possible full amortisation before that date due to the partial amortisation for which provision is made or because the Management Company, for and on behalf of the Fund, and in accordance with the provisions of section 4.9.4 below, proceeds to Early Amortisation of the Bond Issue before the Final Maturity Date.

4.9.2.2 **Amortisation of Series B Bonds.**

Series B Bond principal shall be amortised by partial amortisation on each Payment Date after Bond amortisation begins, in an amount equal to the Available Funds for Amortisation applied on each Payment Date to amortising Series B in accordance with the rules for Distribution of Available Funds for Amortisation given in section 4.9.3.5 below, prorated between the Bonds in Series B proper by reducing the face amount of each Series B Bond.

The first partial amortisation of Series B Bonds shall occur once Series A Bonds have been fully amortised.

Final amortisation of Series B Bonds shall occur on the Final Maturity Date (March 27, 2064 or the following Business Day if that is not a Business Day), notwithstanding possible full amortisation before that date due to the partial amortisation for which provision is made or because the Management Company, for and on behalf of the Fund, and in accordance with the provisions of section 4.9.4 below, proceeds to Early Amortisation of the Bond Issue before the Final Maturity Date.

4.9.3 Partial amortisation of the Bonds in each Series.

Irrespective of the Final Maturity Date and subject to Early Amortisation of the Bond Issue in the event of Early Liquidation of the Fund, the Fund shall, through its Management Company, proceed to partial amortisation of the Bonds in each Series on each Payment Date other than the Final Maturity Date or upon Early Liquidation of the Fund on the specific amortisation terms for each Series established in sections 4.9.2.1 to 4.9.2.2 of this Securities Note and on the terms described hereinafter in this section common to the two Series.

4.9.3.1 Determination Dates and Determination Periods.

Determination dates (the "**Determination Dates**") will be the dates falling on the fifth (5th) Business Day preceding each Payment Date on which the Management Company on behalf of the Fund will make all necessary calculations to distribute or withhold the Available Funds and the Available Funds for Amortisation which the Fund shall dispose of on the relevant Payment Date, in the Priority of Payments. The first Determination Date shall be March 21, 2011.

Determination periods (the "**Determination Periods**") shall be periods comprising the exact number of days elapsed between every two consecutive Determination Dates, each Determination Period excluding the beginning Determination Date and including the ending Determination Date. Exceptionally:

(i) the duration of the first Determination Period shall be equal to the days elapsed between the date of establishment of the Fund, inclusive, and the first Determination Date, March 21, 2011, inclusive, and

(ii) the duration of the last Determination Period shall be equal to the days elapsed a) until the Final Maturity Date or the date on which Early Liquidation of the Fund concludes, as provided for in section 4.4.3 of the Registration Document, b) from the Determination Date preceding the Payment Date preceding the date referred to in a), not including the first date b) but including the last date a).

4.9.3.2 Outstanding Principal Balance of the Bonds.

The outstanding principal balance (the "**Outstanding Principal Balance**") of a Series at a date shall be the sum of the principal pending repayment (outstanding balance) at that date of all the Bonds in that Series.

By addition, the Outstanding Principal Balance of the Bond Issue shall be the sum of the Outstanding Principal Balance of Series A and B making up the Bond Issue.

4.9.3.3 Outstanding Balance of the Mortgage Loans.

The outstanding balance (the "**Outstanding Balance**") of a Mortgage Loan at a date shall be the sum of the capital or principal not yet due and the capital or principal due and not paid into the Fund on the specific Mortgage Loan at that date.

The outstanding balance of the Mortgage Loans (the "**Outstanding Balance of the Mortgage Loans**") at a date shall be the sum of the Outstanding Balance of each and every one of the Mortgage Loans at that date.

Delinquent Mortgage Loans (the "**Delinquent Mortgage Loans**") shall be deemed to be Mortgage Loans that are delinquent at a date with a period of arrears in excess of three (3) months in payment of overdue amounts, excluding Doubtful Mortgage Loans. Non-delinquent Mortgage Loans (the "**Non-Delinquent Mortgage Loans**") shall be deemed to be Mortgage Loans that at a date are not deemed to be either Delinquent Mortgage Loans or Doubtful Mortgage Loans.

Doubtful **M**ortgage Loans (the "**Doubtful Mortgage Loans**") shall be deemed to be Mortgage Loans that are delinquent at a date with a period of arrears equal to or greater than eighteen (18) months in payment of overdue amounts or classified as bad debts by the Management Company because there are reasonable doubts as to their full repayment based on indications or information received from the Servicer. Non-doubtful Mortgage Loans (the "**Non-Doubtful Mortgage Loans**") shall be deemed to be Mortgage Loans that are not deemed to be Doubtful Loans at a date.

4.9.3.4 **Amortisation Withholding and Available Funds for Amortisation.**

On each Payment Date, the Available Funds shall be used in fourth (4th) place in the Priority of Payments, other than in the event provided for in the same section for it to be deferred, in which case it shall be sixth (6th), to withhold the amount designed for amortising the Bonds as a whole, making no distinction between the different Series ("**Amortisation Withholding**"), in an amount equal to the positive difference, if any, at the Determination Date preceding the relevant Payment Date, between (i) the Outstanding Principal Balance of the Bond Issue, and (ii) the Outstanding Balance of Non-Doubtful Mortgage Loans.

Depending on the liquidity existing on each Payment Date, the amount of the Available Funds actually applied to Amortisation Withholding shall make up the available funds for amortisation (the "**Available Funds for Amortisation**") and be applied in accordance with the rules for Distribution of Available Funds for Amortisation established hereinafter in section 4.9.3.5 below.

4.9.3.5 **Distribution of Available Funds for Amortisation on each Payment Date.**

The Available Funds for Amortisation on each Payment Date shall be sequentially applied ("**Distribution of Available Funds for Amortisation**") firstly to amortising Series A until fully amortised and secondly to amortising Series B.

4.9.4 **Early Amortisation of the Bond Issue.**

Subject to the Fund's obligation, through its Management Company, to proceed to final amortisation of the Bonds on the Final Maturity Date or partial amortisation of each Series before the Final Maturity Date, the Management Company shall, after notifying the CNMV, be authorised to proceed, as the case may be, to Early Liquidation of the Fund and hence Early Amortisation of the entire Bond Issue in the Early Liquidation Events and subject to the requirements established in section 4.4.3 of the Registration Document and subject to the Liquidation Priority of Payments.

4.9.5 **Final Maturity Date.**

The final maturity date (the "**Final Maturity Date**") and consequently final amortisation of the Bonds shall be on March 27, 2064 or the following Business Day if that is not a Business Day, without prejudice to the Management Company, for and on behalf of the Fund, and in accordance with the provisions of sections 4.9.2 to 4.9.4 of this Securities Note, proceeding to amortise any or all the Series in the Bond Issue before the Final Maturity Date. Final amortisation of the Bonds on the Final Maturity Date shall be made subject to the Liquidation Priority of Payments.

4.10 Indication of yield.

The average life, yield, term and final maturity of the Bonds in each Series depend on several factors, most significant among which are the following:

i) Each Mortgage Loan repayment schedule and system as established in the relevant contracts.

ii) The Obligors' capacity to prepay the Mortgage Loans in whole or in part and the aggregate prepayment pace throughout the life of the Fund. In this sense, Mortgage Loan prepayments by Obligors, subject to continual changes, and estimated in this Prospectus using several performance assumptions of the future effective constant annual early amortisation or prepayment rate (hereinafter also "**CPR**"), are very significant and shall directly affect the pace at which the Bonds are amortised, and therefore their average life and duration.

iii) The floating interest rates which apply to the Mortgage Loans resulting in the repayment amount on every instalment differing.

iv) The Obligors' delinquency and default in payment of Mortgage Loan instalments.

The following assumed values have been used for the above-mentioned factors in calculating the amounts contained in the tables of this section:

- Mortgage Loan interest rate: 2.52% weighted average interest rate as at November 30, 2010 of the selected mortgage loan portfolio which has been used for calculating the repayment and interest instalments of each of the selected mortgage loans;
- maintenance of the repayment systems and the selected mortgage loan principal repayment exclusion periods at November 30, 2010;
- Mortgage Loan portfolio delinquency: 5.38% of the Outstanding Balance of the Mortgage Loans within 22 months of the Fund being established (BANCAJA'S mortgage delinquency rate at September 30, 2010) (monthly 0.25% increases of the Outstanding Balance of delinquent Mortgage Loans up to the aforementioned 5.38%), with 75.00% principal recovery within 18 months of becoming delinquent, the remaining mortgage loans not recovered becoming doubtful;
- Mortgage Loan portfolio doubtful rate: 1.35% per annum, with 70% yearly principal recovery of the Outstanding Balance of Doubtful Mortgage Loans within 18 months of becoming doubtful;
- Mortgage Loan portfolio cumulative net doubtful rates from the establishment of the Fund on the initial Outstanding Balance of the Mortgage Loans upon the Fund being established (bearing recoveries in mind): 3.32% for a 5% CPR; 2.80% for a 7% CPR; and 2.38% for a 9% CPR.
- that the Mortgage Loan prepayment rate remains constant throughout the life of the Bonds;
- that the Bond Closing Date is December 28, 2010; and
- that there is no extension of the term or interest rate renegotiation of any of the selected mortgage loans.

The actual adjusted duration and the yield or return on the Bonds will also depend on their floating rate. The nominal interest rate of the Bonds, presumed constant for the different Interest Accrual Periods, results from 3-month Euribor (1.024%) at December 16, 2010 and the margin set for each Series in section 4.8.1.2 of this Securities Notes:

	Series A Bonds	**Series B Bonds**
Nominal interest rate	1.324%	1.725%

The weighted average interest rate of the mortgage loans selected at November 30, 2010, as detailed in section 2.2.2.k) of this Building Block, is 2.52%, which is above the 1.48% weighted average nominal interest rate of the Bonds that has been presumed for hypothetical purposes for the different Interest Accrual Periods.

4.10.1 Estimated average life, yield or return, duration and final maturity of the Bonds.

Assuming that the Management Company shall exercise the Early Liquidation of the Fund and Early Amortisation of the Bond Issue option provided in section 4.4.3.1.(i) of the Registration Document when the Outstanding Balance of the Mortgage Loans is less than 10% of their initial Outstanding Balance upon the Fund being established, the average life, return (IRR) for the Bond subscriber, duration and final maturity of the Bonds for different CPRs, based on the performance in recent months of similarly characterised mortgage loans previously securitised by BANCAJA, would be as follows:

% CPR:	5%	7%	9%
	Series A Bonds		
Average life (years)	5.81	4.58	3.77
IRR	1.349%	1.349%	1.349%
Duration (years)	5.44	4.34	3.60
Final maturity	27 12 2023	29 03 2021	27 06 2019
(in years)	13.01	10.26	8.50
	Series B Bonds		
Average life (years)	20.59	17.05	14.38
IRR	1.759%	1.759%	1.759%
Duration (years)	16.92	14.43	12.44
Final maturity	27 03 2036	28 06 2032	27 06 2029
(in years)	25.26	21.52	18.51

The Management Company expressly states that the servicing tables described hereinafter for each Series are merely theoretical and given for illustrative purposes, and represent no payment obligation whatsoever, on the basis that:

- Whereas the Mortgage Loan CPRs are assumed to be constant respectively at 5.00%, 7.00% and 9.00% throughout the life of the Bond Issue, as explained actual prepayment changes continually.

- The Outstanding Principal Balance of the Bonds in each Series on each Payment Date and hence interest payable on each such dates shall depend on the actual Mortgage Loan prepayment, delinquency and default rates.

- Whereas Bond nominal interest rates are assumed to be constant for each Series from the second Interest Accrual Period, as explained the interest rate in each Series floats.

- It is assumed that the Management Company will exercise the Early Liquidation option of the Fund and thereby proceed to Early Amortisation of the Bond Issue when the Outstanding Balance of the Mortgage Loans is less than 10% of the Initial Outstanding Balance upon the Fund being set up, as provided in section 4.4.3.1.(i) of the Registration Document.

- The assumptions mentioned at the beginning of this section 4.10 are based on information provided by BANCAJA as to the historical performance of mortgage loans granted to individuals. The delinquency rate figure is BANCAJA's mortgage delinquency rate at September 30, 2010.

ESTIMATED FLOWS FOR EVERY BOND WITHOUT WITHHOLDING FOR THE HOLDER (AMOUNTS IN EUR) CPR = 5%

Payment	Series A Bonds			Series B Bonds		
Date	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow
TOTALS	100,000.00	7,799.86	107,799.86	100,000.00	35,992.35	135,992.35
28/12/2010						
28/03/2011	1,901.24	331.00	2,232.24	0.00	431.00	431.00
27/06/2011	2,641.11	328.31	2,969.43	0.00	435.79	435.79
27/09/2011	2,612.41	322.99	2,935.39	0.00	440.58	440.58
27/12/2011	2,561.66	310.73	2,872.39	0.00	435.79	435.79
27/03/2012	2,532.82	302.16	2,834.98	0.00	435.79	435.79
27/06/2012	2,546.76	296.91	2,843.67	0.00	440.58	440.58
27/09/2012	2,612.05	288.29	2,900.34	0.00	440.58	440.58
27/12/2012	2,599.03	276.42	2,875.44	0.00	435.79	435.79
27/03/2013	1,995.16	264.78	2,259.94	0.00	431.00	431.00
27/06/2013	2,584.14	263.91	2,848.05	0.00	440.58	440.58
27/09/2013	2,559.80	255.17	2,814.97	0.00	440.58	440.58
27/12/2013	2,511.82	243.83	2,755.65	0.00	435.79	435.79
27/03/2014	1,929.72	232.83	2,162.55	0.00	431.00	431.00
27/06/2014	2,457.33	231.48	2,688.81	0.00	440.58	440.58
29/09/2014	2,419.51	228.01	2,647.52	0.00	450.16	450.16
29/12/2014	2,371.59	212.64	2,584.23	0.00	435.79	435.79
27/03/2015	1,831.66	197.95	2,029.62	0.00	421.42	421.42
29/06/2015	2,320.75	205.12	2,525.87	0.00	450.16	450.16
28/09/2015	2,282.85	190.80	2,473.66	0.00	435.79	435.79
28/12/2015	2,236.05	183.16	2,419.21	0.00	435.79	435.79
28/03/2016	1,748.73	175.68	1,924.41	0.00	435.79	435.79
27/06/2016	2,184.15	169.83	2,353.98	0.00	435.79	435.79
27/09/2016	2,148.84	164.30	2,313.14	0.00	440.58	440.58
27/12/2016	2,106.13	155.33	2,261.46	0.00	435.79	435.79
27/03/2017	1,643.84	146.65	1,790.49	0.00	431.00	431.00
27/06/2017	2,062.06	144.35	2,206.40	0.00	440.58	440.58
27/09/2017	2,028.39	137.37	2,165.76	0.00	440.58	440.58
27/12/2017	1,987.35	129.09	2,116.44	0.00	435.79	435.79
27/03/2018	1,558.30	121.09	1,679.39	0.00	431.00	431.00
27/06/2018	1,942.72	118.51	2,061.23	0.00	440.58	440.58
27/09/2018	1,910.16	111.93	2,022.10	0.00	440.58	440.58
27/12/2018	1,872.18	104.33	1,976.51	0.00	435.79	435.79
27/03/2019	1,474.70	96.98	1,571.69	0.00	431.00	431.00
27/06/2019	1,827.23	94.15	1,921.38	0.00	440.58	440.58
27/09/2019	1,796.76	87.96	1,884.72	0.00	440.58	440.58
27/12/2019	1,760.51	81.00	1,841.51	0.00	435.79	435.79
27/03/2020	1,404.01	75.10	1,479.12	0.00	435.79	435.79
29/06/2020	1,716.06	72.73	1,788.79	0.00	450.16	450.16
28/09/2020	1,680.35	64.66	1,745.01	0.00	435.79	435.79
28/12/2020	1,644.10	59.04	1,703.13	0.00	435.79	435.79
29/03/2021	1,306.91	53.53	1,360.45	0.00	435.79	435.79
28/06/2021	1,603.30	49.16	1,652.46	0.00	435.79	435.79
27/09/2021	1,576.50	43.79	1,620.29	0.00	435.79	435.79
27/12/2021	1,542.70	38.52	1,581.22	0.00	435.79	435.79
28/03/2022	1,233.81	33.36	1,267.17	0.00	435.79	435.79
27/06/2022	1,503.69	29.23	1,532.92	0.00	435.79	435.79
27/09/2022	1,475.99	24.46	1,500.45	0.00	440.58	440.58
27/12/2022	1,443.89	19.25	1,463.14	0.00	435.79	435.79
27/03/2023	1,161.19	14.26	1,175.45	0.00	431.00	431.00
27/06/2023	1,407.47	10.65	1,418.12	0.00	440.58	440.58
27/09/2023	1,382.83	5.89	1,388.72	0.00	440.58	440.58
27/12/2023	357.65	1.20	358.85	1,556.36	435.79	1,992.15
27/03/2024	0.00	0.00	0.00	1,722.40	429.01	2,151.40
27/06/2024	0.00	0.00	0.00	2,059.81	426.13	2,485.95
27/09/2024	0.00	0.00	0.00	2,022.49	417.06	2,439.55
27/12/2024	0.00	0.00	0.00	1,976.63	403.71	2,380.35
27/03/2025	0.00	0.00	0.00	1,601.24	390.75	1,991.99
27/06/2025	0.00	0.00	0.00	1,911.58	392.38	2,303.96
29/09/2025	0.00	0.00	0.00	1,862.91	392.31	2,255.22
29/12/2025	0.00	0.00	0.00	1,816.05	371.67	2,187.72
27/03/2026	0.00	0.00	0.00	1,478.40	351.76	1,830.17
29/06/2026	0.00	0.00	0.00	1,766.75	369.09	2,135.84
28/09/2026	0.00	0.00	0.00	1,736.79	349.61	2,086.40
28/12/2026	0.00	0.00	0.00	1,699.82	342.04	2,041.86
29/03/2027	0.00	0.00	0.00	1,391.86	334.64	1,726.50
28/06/2027	0.00	0.00	0.00	1,651.19	328.57	1,979.77
27/09/2027	0.00	0.00	0.00	1,616.13	321.38	1,937.51
27/12/2027	0.00	0.00	0.00	1,577.40	314.33	1,891.74
27/03/2028	0.00	0.00	0.00	1,306.54	307.46	1,614.00
27/06/2028	0.00	0.00	0.00	1,532.60	305.08	1,837.68
27/09/2028	0.00	0.00	0.00	1,504.83	298.33	1,803.16
27/12/2028	0.00	0.00	0.00	1,471.41	288.53	1,759.94
27/03/2029	0.00	0.00	0.00	1,218.22	279.02	1,497.24
27/06/2029	0.00	0.00	0.00	1,426.65	279.85	1,706.50
27/09/2029	0.00	0.00	0.00	1,400.98	273.56	1,674.54
27/12/2029	0.00	0.00	0.00	1,369.58	264.48	1,634.06
27/03/2030	0.00	0.00	0.00	1,138.20	255.68	1,393.88
27/06/2030	0.00	0.00	0.00	1,319.62	256.34	1,575.97
27/09/2030	0.00	0.00	0.00	1,282.33	250.53	1,532.85
27/12/2030	0.00	0.00	0.00	1,247.55	242.22	1,489.77
27/03/2031	0.00	0.00	0.00	1,042.38	234.18	1,276.56
27/06/2031	0.00	0.00	0.00	1,208.94	234.79	1,443.73
29/09/2031	0.00	0.00	0.00	1,185.93	234.45	1,420.39
29/12/2031	0.00	0.00	0.00	1,160.29	221.80	1,382.09
29/03/2032	0.00	0.00	0.00	981.10	216.74	1,197.85
28/06/2032	0.00	0.00	0.00	1,123.07	212.47	1,335.54
27/09/2032	0.00	0.00	0.00	1,100.62	207.57	1,308.19
27/12/2032	0.00	0.00	0.00	1,075.62	202.78	1,278.40
28/03/2033	0.00	0.00	0.00	908.50	198.09	1,106.59
27/06/2033	0.00	0.00	0.00	1,039.73	194.13	1,233.86
27/09/2033	0.00	0.00	0.00	1,021.55	191.68	1,213.24
27/12/2033	0.00	0.00	0.00	998.37	185.15	1,183.52
27/03/2034	0.00	0.00	0.00	851.44	178.81	1,030.25
27/06/2034	0.00	0.00	0.00	965.92	179.03	1,144.95
27/09/2034	0.00	0.00	0.00	946.75	174.78	1,121.53
27/12/2034	0.00	0.00	0.00	924.30	168.75	1,093.05
27/03/2035	0.00	0.00	0.00	792.10	162.91	955.01
27/06/2035	0.00	0.00	0.00	888.01	163.04	1,051.06
27/09/2035	0.00	0.00	0.00	860.57	159.13	1,019.70
27/12/2035	0.00	0.00	0.00	835.40	153.65	989.05
27/03/2036	0.00	0.00	0.00	34,423.09	150.01	34,573.10

ESTIMATED FLOWS FOR EVERY BOND WITHOUT WITHHOLDING FOR THE HOLDER (AMOUNTS IN EUR)
CPR = 7%

Payment	Series A Bonds			Series B Bonds		
Date	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow
TOTALS	100,000.00	6,152.45	106,152.45	100,000.00	29,810.78	129,810.78
28/12/2010						
28/03/2011	2,507.93	331.00	2,838.93	0.00	431.00	431.00
27/06/2011	3,445.96	326.28	3,772.25	0.00	435.79	435.79
27/09/2011	3,385.23	318.21	3,703.44	0.00	440.58	440.58
27/12/2011	3,295.14	303.42	3,598.57	0.00	435.79	435.79
27/03/2012	3,236.28	292.39	3,528.68	0.00	435.79	435.79
27/06/2012	3,227.71	284.66	3,512.36	0.00	440.58	440.58
27/09/2012	3,288.52	273.74	3,562.25	0.00	440.58	440.58
27/12/2012	3,247.79	259.75	3,507.54	0.00	435.79	435.79
27/03/2013	2,633.44	246.15	2,879.59	0.00	431.00	431.00
27/06/2013	3,180.31	242.71	3,423.02	0.00	440.58	440.58
27/09/2013	3,127.14	231.95	3,359.09	0.00	440.58	440.58
27/12/2013	3,045.75	218.96	3,264.71	0.00	435.79	435.79
27/03/2014	2,466.34	206.47	2,672.81	0.00	431.00	431.00
27/06/2014	2,944.71	202.72	3,147.43	0.00	440.58	440.58
29/09/2014	2,881.38	196.94	3,078.32	0.00	450.16	450.16
29/12/2014	2,804.21	181.02	2,985.23	0.00	435.79	435.79
27/03/2015	2,277.70	165.97	2,443.67	0.00	421.42	421.42
29/06/2015	2,711.36	169.41	2,880.77	0.00	450.16	450.16
28/09/2015	2,650.87	154.93	2,805.80	0.00	435.79	435.79
28/12/2015	2,578.29	146.06	2,724.35	0.00	435.79	435.79
28/03/2016	2,117.60	137.43	2,255.03	0.00	435.79	435.79
27/06/2016	2,488.83	130.34	2,619.18	0.00	435.79	435.79
27/09/2016	2,433.47	123.36	2,556.83	0.00	440.58	440.58
27/12/2016	2,367.92	113.87	2,481.79	0.00	435.79	435.79
27/03/2017	1,935.23	104.78	2,040.01	0.00	431.00	431.00
27/06/2017	2,289.83	100.56	2,390.39	0.00	440.58	440.58
27/09/2017	2,238.69	92.81	2,331.50	0.00	440.58	440.58
27/12/2017	2,177.38	84.31	2,261.69	0.00	435.79	435.79
27/03/2018	1,784.01	76.18	1,860.19	0.00	431.00	431.00
27/06/2018	2,102.65	71.84	2,174.49	0.00	440.58	440.58
27/09/2018	2,054.60	64.72	2,119.32	0.00	440.58	440.58
27/12/2018	1,999.01	57.14	2,056.16	0.00	435.79	435.79
27/03/2019	1,642.03	49.90	1,691.93	0.00	431.00	431.00
27/06/2019	1,927.68	45.45	1,973.13	0.00	440.58	440.58
27/09/2019	1,883.61	38.93	1,922.54	0.00	440.58	440.58
27/12/2019	1,832.11	32.20	1,864.31	0.00	435.79	435.79
27/03/2020	1,521.58	26.07	1,547.65	0.00	435.79	435.79
29/06/2020	1,764.52	21.67	1,786.19	0.00	450.16	450.16
28/09/2020	1,718.27	15.07	1,733.34	0.00	435.79	435.79
28/12/2020	1,669.31	9.32	1,678.63	0.00	435.79	435.79
29/03/2021	1,115.59	3.73	1,119.33	411.49	435.79	847.28
28/06/2021	0.00	0.00	0.00	2,515.43	434.00	2,949.43
27/09/2021	0.00	0.00	0.00	2,457.76	423.03	2,880.80
27/12/2021	0.00	0.00	0.00	2,387.58	412.32	2,799.91
28/03/2022	0.00	0.00	0.00	1,979.45	401.92	2,381.37
27/06/2022	0.00	0.00	0.00	2,298.92	393.29	2,692.21
27/09/2022	0.00	0.00	0.00	2,242.67	387.49	2,630.16
27/12/2022	0.00	0.00	0.00	2,178.17	373.50	2,551.67
27/03/2023	0.00	0.00	0.00	1,812.13	360.01	2,172.13
27/06/2023	0.00	0.00	0.00	2,097.06	360.02	2,457.09
27/09/2023	0.00	0.00	0.00	2,047.11	350.79	2,397.89
27/12/2023	0.00	0.00	0.00	1,988.05	338.05	2,326.10
27/03/2024	0.00	0.00	0.00	1,672.05	329.39	2,001.43
27/06/2024	0.00	0.00	0.00	1,911.56	325.64	2,237.20
27/09/2024	0.00	0.00	0.00	1,864.92	317.22	2,182.14
27/12/2024	0.00	0.00	0.00	1,809.65	305.64	2,115.29
27/03/2025	0.00	0.00	0.00	1,511.51	294.49	1,806.00
27/06/2025	0.00	0.00	0.00	1,730.46	294.37	2,024.83
29/09/2025	0.00	0.00	0.00	1,678.02	292.98	1,971.00
29/12/2025	0.00	0.00	0.00	1,624.70	276.32	1,901.02
27/03/2026	0.00	0.00	0.00	1,361.86	260.36	1,622.22
29/06/2026	0.00	0.00	0.00	1,561.01	271.98	1,832.99
28/09/2026	0.00	0.00	0.00	1,524.19	256.50	1,780.69
28/12/2026	0.00	0.00	0.00	1,480.58	249.86	1,730.43
29/03/2027	0.00	0.00	0.00	1,245.58	243.40	1,488.99
28/06/2027	0.00	0.00	0.00	1,420.46	237.98	1,658.43
27/09/2027	0.00	0.00	0.00	1,381.87	231.79	1,613.66
27/12/2027	0.00	0.00	0.00	1,339.22	225.76	1,564.99
27/03/2028	0.00	0.00	0.00	1,138.57	219.93	1,358.50
27/06/2028	0.00	0.00	0.00	1,284.75	217.33	1,502.08
27/09/2028	0.00	0.00	0.00	1,253.01	211.67	1,464.67
27/12/2028	0.00	0.00	0.00	1,216.03	203.91	1,419.94
27/03/2029	0.00	0.00	0.00	1,030.41	196.42	1,226.83
27/06/2029	0.00	0.00	0.00	1,164.38	196.25	1,360.63
27/09/2029	0.00	0.00	0.00	1,135.71	191.12	1,326.83
27/12/2029	0.00	0.00	0.00	1,101.81	184.09	1,285.90
27/03/2030	0.00	0.00	0.00	935.63	177.32	1,112.95
27/06/2030	0.00	0.00	0.00	1,049.27	177.14	1,226.41
27/09/2030	0.00	0.00	0.00	1,014.34	172.52	1,186.85
27/12/2030	0.00	0.00	0.00	980.15	166.22	1,146.37
27/03/2031	0.00	0.00	0.00	835.65	160.17	995.82
27/06/2031	0.00	0.00	0.00	937.76	160.05	1,097.81
29/09/2031	0.00	0.00	0.00	913.64	159.31	1,072.94
29/12/2031	0.00	0.00	0.00	886.92	150.24	1,037.16
29/03/2032	0.00	0.00	0.00	764.26	146.37	910.64
28/06/2032	0.00	0.00	0.00	32,824.24	143.04	32,967.28

ESTIMATED FLOWS FOR EVERY BOND WITHOUT WITHHOLDING FOR THE HOLDER (AMOUNTS IN EUR)
CPR = 9%

Payment Date	Series A Bonds			Series B Bonds		
	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow
TOTALS	100,000.00	5,062.22	105,062.22	100,000.00	25,128.47	125,128.47
28/12/2010						
28/03/2011	3,125.38	331.00	3,456.38	0.00	431.00	431.00
27/06/2011	4,257.29	324.22	4,581.51	0.00	435.79	435.79
27/09/2011	4,155.51	313.38	4,468.88	0.00	440.58	440.58
27/12/2011	4,017.83	296.06	4,313.89	0.00	435.79	435.79
27/03/2012	3,921.26	282.62	4,203.88	0.00	435.79	435.79
27/06/2012	3,882.71	272.45	4,155.16	0.00	440.58	440.58
27/09/2012	3,932.73	259.32	4,192.05	0.00	440.58	440.58
27/12/2012	3,858.35	243.34	4,101.68	0.00	435.79	435.79
27/03/2013	3,227.40	227.89	3,455.29	0.00	431.00	431.00
27/06/2013	3,726.32	222.03	3,948.35	0.00	440.58	440.58
27/09/2013	3,639.21	209.43	3,848.64	0.00	440.58	440.58
27/12/2013	3,520.43	194.97	3,715.40	0.00	435.79	435.79
27/03/2014	2,938.72	181.17	3,119.89	0.00	431.00	431.00
27/06/2014	3,364.31	175.26	3,539.57	0.00	440.58	440.58
29/09/2014	3,272.10	167.44	3,439.53	0.00	450.16	450.16
29/12/2014	3,163.48	151.14	3,314.62	0.00	435.79	435.79
27/03/2015	2,645.89	135.92	2,781.81	0.00	421.42	421.42
29/06/2015	3,022.97	136.04	3,159.01	0.00	450.16	450.16
28/09/2015	2,937.94	121.58	3,059.53	0.00	435.79	435.79
28/12/2015	2,838.83	111.75	2,950.58	0.00	435.79	435.79
28/03/2016	2,399.35	102.25	2,501.60	0.00	435.79	435.79
27/06/2016	2,708.53	94.22	2,802.75	0.00	435.79	435.79
27/09/2016	2,632.35	86.09	2,718.44	0.00	440.58	440.58
27/12/2016	2,544.37	76.34	2,620.71	0.00	435.79	435.79
27/03/2017	2,136.57	67.08	2,203.65	0.00	431.00	431.00
27/06/2017	2,431.04	61.34	2,492.38	0.00	440.58	440.58
27/09/2017	2,362.56	53.12	2,415.68	0.00	440.58	440.58
27/12/2017	2,282.36	44.63	2,326.99	0.00	435.79	435.79
27/03/2018	1,919.41	36.59	1,956.00	0.00	431.00	431.00
27/06/2018	2,177.92	30.91	2,208.83	0.00	440.58	440.58
27/09/2018	2,115.30	23.54	2,138.83	0.00	440.58	440.58
27/12/2018	2,044.16	16.20	2,060.36	0.00	435.79	435.79
27/03/2019	1,721.70	9.26	1,730.96	0.00	431.00	431.00
27/06/2019	1,075.75	3.64	1,079.39	1,364.40	440.58	1,804.98
27/09/2019	0.00	0.00	0.00	2,959.15	434.57	3,393.71
27/12/2019	0.00	0.00	0.00	2,858.77	416.95	3,275.72
27/03/2020	0.00	0.00	0.00	2,432.83	404.49	2,837.32
29/06/2020	0.00	0.00	0.00	2,720.95	406.87	3,127.82
28/09/2020	0.00	0.00	0.00	2,634.82	382.03	3,016.85
28/12/2020	0.00	0.00	0.00	2,542.82	370.55	2,913.36
29/03/2021	0.00	0.00	0.00	2,149.20	359.47	2,508.67
28/06/2021	0.00	0.00	0.00	2,420.80	350.10	2,770.90
27/09/2021	0.00	0.00	0.00	2,350.81	339.55	2,690.36
27/12/2021	0.00	0.00	0.00	2,268.24	329.31	2,597.54
28/03/2022	0.00	0.00	0.00	1,922.07	319.42	2,241.49
27/06/2022	0.00	0.00	0.00	2,158.03	311.04	2,469.07
27/09/2022	0.00	0.00	0.00	2,092.53	304.96	2,397.49
27/12/2022	0.00	0.00	0.00	2,018.76	292.52	2,311.28
27/03/2023	0.00	0.00	0.00	1,714.69	280.61	1,995.29
27/06/2023	0.00	0.00	0.00	1,920.22	279.29	2,199.51
27/09/2023	0.00	0.00	0.00	1,862.83	270.83	2,133.65
27/12/2023	0.00	0.00	0.00	1,796.88	259.77	2,056.64
27/03/2024	0.00	0.00	0.00	1,541.90	251.93	1,793.84
27/06/2024	0.00	0.00	0.00	1,706.90	247.91	1,954.81
27/09/2024	0.00	0.00	0.00	1,654.92	240.39	1,895.31
27/12/2024	0.00	0.00	0.00	1,595.14	230.57	1,825.71
27/03/2025	0.00	0.00	0.00	1,357.85	221.16	1,579.01
27/06/2025	0.00	0.00	0.00	1,508.16	220.09	1,728.25
29/09/2025	0.00	0.00	0.00	1,454.85	218.08	1,672.93
29/12/2025	0.00	0.00	0.00	1,399.52	204.78	1,604.30
27/03/2026	0.00	0.00	0.00	1,194.58	192.13	1,386.71
29/06/2026	0.00	0.00	0.00	1,328.39	199.86	1,528.25
28/09/2026	0.00	0.00	0.00	1,288.70	187.69	1,476.39
28/12/2026	0.00	0.00	0.00	1,243.10	182.07	1,425.18
29/03/2027	0.00	0.00	0.00	1,063.62	176.66	1,240.28
28/06/2027	0.00	0.00	0.00	1,178.22	172.02	1,350.25
27/09/2027	0.00	0.00	0.00	1,139.37	166.89	1,306.26
27/12/2027	0.00	0.00	0.00	1,096.84	161.92	1,258.76
27/03/2028	0.00	0.00	0.00	947.90	157.14	1,105.04
27/06/2028	0.00	0.00	0.00	1,039.28	154.69	1,193.97
27/09/2028	0.00	0.00	0.00	1,007.07	150.11	1,157.18
27/12/2028	0.00	0.00	0.00	970.54	144.09	1,114.63
27/03/2029	0.00	0.00	0.00	834.50	138.33	972.83
27/06/2029	0.00	0.00	0.00	31,259.87	137.72	31,397.60

4.11 Representation of security holders.

No syndicate of bondholders will be set up for the securities included in this Bond Issue.

On the terms provided for in article 12.1 of Royal Decree 926/1998, it is the Management Company's duty, as the manager of third-party portfolios, to represent and enforce the interests of the holders of the Bonds issued by the Fund and of all its other ordinary creditors. Consequently, the Management Company shall make its actions conditional on their protection and observe the provisions established for that purpose from time to time.

4.12 Resolutions, authorisations and approvals for issuing the securities.

a) Corporate resolutions.

Resolution to set up the Fund and issue the Bonds:

In a resolution dated October 13, 2010, the Executive Committee of the Board of Directors of EUROPEA DE TITULIZACIÓN resolved that:

i) MBS BANCAJA 8 FONDO DE TITULIZACIÓN DE ACTIVOS be set up in accordance with the legal system for which provision is made in Royal Decree 926/1998, Act 19/1992, failing a provision in Royal Decree 926/1998 and to the extent applicable, and all other legal and statutory provisions in force and applicable from time to time.

ii) Pass-through certificates issued by BANCAJA on loans owned by BANCAJA, granted to individuals with real estate mortgage security and shown on its assets, be pooled in the Fund.

iii) The Bonds be issued by the Fund.

Resolution to assign the Mortgage Loans:

At a meeting held on July 13, 2010, BANCAJA's Board of Directors resolved that the assignment of receivables on loans with real estate mortgage security granted by BANCAJA to private individuals, to a closed-end Asset Securitisation Fund purposely set up to pool those assets therein, perfected by issuing mortgage participation certificates, as the case may be, and/or pass-through certificates, be authorised.

b) Registration by the CNMV.

There is a condition precedent for the Fund to be established and the Bonds to be issued that this Prospectus and all other supporting documents be entered in the Official Registers of the CNMV, in accordance with the provisions of article 5 of Royal Decree 926/1998.

This Prospectus regarding the establishment of the Fund and issue of the Bonds has been entered in the CNMV's Official Registers.

c) Execution of the Fund public deed of constitution.

Upon the CNMV registering this Prospectus, the Management Company shall, with the presence of BANCAJA, as Originator of the Mortgage Loan receivables by issuing the Pass-Through Certificates, proceed to execute on December 23, 2010 a public deed whereby MBS BANCAJA 8 FONDO DE TITULIZACIÓN DE ACTIVOS will be established, BANCAJA will issue and the Fund will subscribe for the Pass-Through Certificates, and the Fund will issue the Asset-Backed Bonds, on the terms provided in article 6 of Royal Decree 926/1998.

The Management Company represents that the contents of the Deed of Constitution shall match the draft Deed of Constitution it has submitted to the CNMV and the terms of the Deed of Constitution shall at no event contradict, change, alter or invalidate the contents of this Prospectus, notwithstanding the need to complete the details and amounts of the Mortgage Loan Pass-Through Certificates to be issued and subscribed for under the Deed of Constitution.

The Management Company shall submit a copy of the Deed of Constitution to the CNMV to be entered in the Official Registers by December 28, 2010.

4.13 Issue date of the securities.

The Bond issue date shall be December 23, 2010.

4.13.1 Bond subscription.

The Bond Issue shall be fully subscribed for by BANCAJA.

4.13.2 Bond Issue subscription payment method and dates.

BANCAJA shall subscribe for the Bond Issue by 2pm (CET) on December 27, 2010 and pay to the Fund by 1pm (CET) on December 28, 2010 (the "**Closing Date**"), for same day value, the issue price comprising the face value of all the Bonds subscribed for.

4.14 Restrictions on the free transferability of the securities.

There are no restrictions on the free transferability of the Bonds. They may be freely transferred by any means admissible at Law and in accordance with the rules of the AIAF market where they will be traded. A transfer in the accounts (book entry) will convey the ownership of each Bond. The effects of entering the conveyance to the transferee in the accounting record shall be the same as handing over the securities and the transfer shall thereupon be enforceable on third parties.

5 ADMISSION TO TRADING AND DEALING ARRANGEMENTS.

5.1 Market where the securities will be traded.

In fulfilment of the provisions of article 2.3 of Royal Decree 926/1998, the Management Company shall, upon the Bonds having been paid up, apply for this Bond Issue to be listed on AIAF Mercado de Renta Fija S.A. ("**AIAF**"), which is a qualified official secondary securities market pursuant to transitional provision six of Act 37/1998, November 16, amending the Securities Market Act, and a regulated market, as contained in the Annotated Presentation of Regulated Markets and Additional Provisions under Investment Services Directive 93/22, published in the Official Journal of the European Communities on July 11, 2009. The Management Company undertakes to do all such things as may be necessary in order that definitive admission to trading is achieved not later than one month after the Closing Date.

The Management Company expressly represents that it is aware of the requirements and terms that must be observed for the securities to be eligible to be listed, remain listed and be excluded from listing on the AIAF, in accordance with the laws in force and the requirements of its governing bodies, and the Fund agrees through its Management Company to observe the same.

In the event that, by the end of the one-month period referred to in the first paragraph of this section, the Bonds should not be admitted to trading on the AIAF, the Management Company shall forthwith proceed to notify Bondholders thereof, moreover advising of the reasons resulting in such breach, using the extraordinary notice procedure provided for in section 4.1.2 of the Building Block. This shall be without prejudice to the Management Company being held to be contractually liable, as the case may be, if the delay is due to events attributable to the same.

5.2 Paying agents and depository agents.

5.2.1 **Paying Agent of the Bond Issue.**

The Bond Issue will be serviced through BANCO COOPERATIVO as Paying Agent. Payment of interest and repayments shall be notified to Bondholders in the events and in such advance as may be provided for each case in section 4.1.1 of the Building Block. Interest and amortisation shall be paid to Bondholders by the relevant members and to the latter in turn by Iberclear, the institution responsible for the accounting record.

The Management Company shall, for and on behalf of the Fund, enter with BANCO COOPERATIVO into a paying agent agreement to service the Bond Issue, the most significant terms of which are given in section 3.4.7.1 of the Building Block.

6 EXPENSE OF THE OFFERING AND OF ADMISSION TO TRADING.

The expected expenses deriving from setting up the Fund and issue and admission to trading of the Bond Issue are EUR five hundred and thirty-eight thousand one hundred and fifty (538,150.00). These expenses include, inter alia, the initial Management Company fee, notary's fees, audit, rating and legal advice fees, CNMV fees, AIAF and Iberclear fees.

7 ADDITIONAL INFORMATION.

7.1 Statement of the capacity in which the advisors connected with the issue mentioned in the Securities Note have acted.

GARRIGUES, as independent adviser, has provided legal advice for establishing the Fund and the Bond Issue and has been involved in reviewing this Prospectus, the transaction and financial service agreements referred to herein and the Deed of Constitution.

BANCAJA has structured the financial terms of the Fund and of the Bond Issue.

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

Not applicable.

7.3 Statement or report attributed to a person as an expert.

Deloitte has audited the most significant features of a sample of the selected mortgage loans from which the Mortgage Loans will be taken to be assigned to the Fund upon being established, on the terms set forth in section 2.2 of the Building Block. In addition, it audited the Management Company's and BANCAJA's annual accounts for the years ended December 31, 2009, 2008 and 2007.

7.4 Information sourced from a third party.

Within its duties to verify the information contained in this Prospectus, the Management Company has received confirmation from BANCAJA as to the truthfulness of the characteristics of BANCAJA as Originator of the Mortgage Loans and of the Pass-Through Certificates, given in section 2.2.8 of the Building Block, and of the remaining information on BANCAJA and the Mortgage Loans given in this Prospectus.

In the Deed of Constitution of the Fund, BANCAJA shall reaffirm to the Management Company the fulfilment of those characteristics on the date on which the Fund is established.

The Management Company confirms that the information sourced from BANCAJA on the selected mortgage loans from which the Mortgage Loans will be taken and on the Originator proper has been accurately reproduced and, to the best of its knowledge and ability to determine based on that information provided by BANCAJA, no fact has been omitted which might result in the information reproduced being inaccurate or deceptive.

7.5 Credit ratings assigned to the securities by the Rating Agencies.

Fitch and Moody's have, respectively on December 17, 2010 and December 20, 2010, assigned the following provisional ratings to the Bond Series, and expect to assign the same final ratings by 2pm (CET) on December 27, 2010.

Bond Series	Fitch Ratings	Moody's Ratings
Series A	AAAsf	Aaa (sf)
Series B	No rating	Caa2 (sf)

If the Rating Agencies should not confirm any of the provisional ratings assigned to the Bond Series as final by 2pm (CET) on December 27, 2010, this circumstance would forthwith be notified to the CNMV and be publicised in the manner for which provision is made in section 4.1.2.2 of the Building Block. Furthermore, this circumstance would result in the establishment of the Fund, the Bond Issue and subscription for the Pass-Through Certificates terminating, as provided for in section 4.4.4.(v) of the Registration Document.

Rating considerations.

The rating assigned to Series A by Fitch measures the Fund's capacity for timely Bond interest payment and principal repayment in that Series throughout the life of the transaction and at all events before the Final Maturity Date, on the terms given in this Prospectus.

The ratings assigned to each Bond Series by Moody's measure the expected loss before the Final Maturity Date. In Moody's opinion, the structure allows timely interest and principal payment for Series A Bonds during the life of the transaction and, in any event, before the Final Maturity Date, and interest and principal payment before the Final Maturity Date for Series B Bonds. Moody's ratings only measure credit risks inherent in the transaction; other risk types which may materially impact investors' return are not measured.

The Rating Agencies' ratings assigned to each Bond Series are not an assessment of the likelihood of obligors prepaying principal, nor indeed of the extent to which such prepayments differ from what was originally forecast. The ratings are not by any means a rating of the level of actuarial performance.

The ratings assigned, and any revision or suspension of the ratings:

(i) are assigned by the Rating Agencies based on manifold information received with respect to which they can give no assurance, nor even as to their accuracy or wholeness, wherefore the Rating Agencies may in no event be deemed to be responsible therefor; and

(ii) are not and cannot therefore be howsoever construed as an invitation, recommendation or encouragement for investors to proceed to carry out any transaction whatsoever on the Bonds and, in particular, acquire, keep, charge or sell those Bonds.

In carrying on the rating and monitoring process, the Rating Agencies rely on the accuracy and wholeness of the information provided by BANCAJA, the Management Company, DELOITTE as auditor of certain features and attributes of a sample of the selected mortgage loans, and on the legal advice given by GARRIGUES on the establishment of the Fund, as independent legal adviser.

The ratings take into account the structure of the Bond Issue, the legal aspects thereof and of the issuing Fund, the characteristics of the selected mortgage loans to be assigned to the Fund and the regularity and continuity of the operating flows.

The Rating Agencies may revise, suspend or withdraw the final ratings assigned to each Series at any time, based on any information that may come to their notice. Those events, which shall not constitute early liquidation events of the Fund, shall forthwith be notified to both the CNMV and the Bondholders, in accordance with the provisions of section 4.1 of the Building Block.

ASSET-BACKED SECURITIES NOTE BUILDING BLOCK

(Annex VIII to Commission Regulation (EC) No. 809/2004 of April 29, 2004)

1. SECURITIES

1.1 Minimum denomination of the issue.

The Fund shall be set up with the Mortgage Loan Pass-Through Certificates which BANCAJA shall issue to be subscribed for by the Fund upon being established and their Outstanding Balance shall be equal to or slightly above EUR four hundred and fifty million (450,000,000.00), the face value amount of the Bond Issue.

1.2 Confirmation that the information relating to an undertaking or obligor not involved in the issue has been reproduced.

Not applicable.

2. UNDERLYING ASSETS

2.1 Confirmation that the securitised assets have capacity to produce funds to service any payments due and payable on the securities.

In accordance with the information supplied by the Originator, the Management Company confirms that, based on their contractual characteristics, the flows of principal, interest and any other amounts generated by the securitised Mortgage Loan receivables allow the payments due and payable on Series A and B Bonds issued to be distinctly satisfied.

Nevertheless, in order to cover for potential payment defaults by the securitised Mortgage Loan Obligors, a number of credit enhancement transactions have been arranged to cover the amounts payable on the Bonds in Series A and, to a lesser extent, Series B. In exceptional circumstances, the enhancement transactions could actually fall short for meeting payments on Series A Bonds or other creditors of the Fund. The credit enhancement transactions are described in sections 3.4.2, 3.4.3 and 3.4.4 of this Building Block.

Not all the Bonds issued have the same risk of default. Hence the different credit ratings assigned by Moody's (because Fitch does not rate Series B) to the Bonds in each Series, detailed in section 7.5 of the Securities Note.

Upon the occurrence of a (i) substantial alteration or permanent financial imbalance of the Fund due to any event or circumstance whatsoever unrelated to the Fund's operations or (ii) default indicating a serious permanent imbalance in relation to any of the Bonds issued or suggesting that it will occur, the Management Company may proceed to Early Liquidation of the Fund and thereby Early Amortisation of the Bond Issue on the terms laid down in section 4.4.3 of the Registration Document.

The contents of the preceding paragraphs are provided by the Management Company based on the Originator's representations given in section 2.2.8 of the Building Block in relation to the Pass-Through Certificates and the Mortgage Loans, and to the Originator proper, on the information supplied by the Originator and on the audit report on certain features and attributes of a sample of the portfolio of selected mortgage loans that will mostly be assigned to the Fund.

2.2 Assets backing the issue.

The selected mortgage loan portfolio from which the Mortgage Loans will be taken, their receivables being mostly assigned to the Fund upon BANCAJA issuing the Pass-Through Certificates to be subscribed for by the Fund upon being established, comprises 3,224 loans, their outstanding principal as at November 30, 2010 being EUR 514,045,987.62 and their overdue principal being EUR 38,917.94.

The selected mortgage loans are all loans with real estate mortgage security, originated in a public deed, granted by BANCAJA to individuals resident in Spain for financing, among other purposes, the refurbishment, renovation or purchase of real properties, refinancing, operating and current expenses, with real estate mortgage security on real properties (homes and annexes -parking spaces or lumber rooms- if any, parking spaces, lumber rooms, business premises and offices, rustic and urban land or industrial premises) located in Spain, or subrogation to financing given to real estate developers for residential properties designed to be sold.

The contract terms of 69.35%, in terms of outstanding principal, of the selected mortgage loans allow for a lowering of the margin applicable for determining the interest rate by up to not more than 0.30%, provided that the obligor is not more than 90 days in arrears in fulfilment of payment obligations, and subject to the following requirements:

a) That the obligor's salary is paid directly into an account at BANCAJA (0.10% margin reduction).

b) That the obligor has taken out an individual Pension Plan through BANCAJA (0.10% margin reduction).

c) That the obligor is the holder of a life insurance policy associated with the mortgage loan, arranged through a BANCAJA Group insurer (0.10% margin reduction).

The initial or maximum margin upon inception of the mortgage loans referred to in the above paragraph ranges between 0.50% and 2.70%.

100.00% of the selected mortgage loan portfolio, in terms of outstanding principal, is financing granted by BANCAJA to individual obligors resident in Spain.

Audit of the assets securitised through the Fund.

Deloitte has audited the most significant features of the selected mortgage loans.

That audit was made using sampling techniques consisting of analysing a number of transactions fewer (sample) than the full selection of mortgage loans (population), allowing a conclusion to be arrived at regarding that population. The verification deals with a number of both quantitative and qualitative attributes regarding the sample transactions and specifically regarding: loan and mortgage origination, loan purpose, identification of the borrower, loan origination date, loan maturity date, initial loan amount, current loan balance, reference rate or benchmark index, interest rate spread, interest rate applied, appraisal value, loan-to-value ratio, mortgaged property address, mortgage security, damage insurance, loan transfer and arrears in payment. Mortgage loans in respect of which errors are detected in verifying the sample shall not be assigned to the Fund by BANCAJA.

The audit results are set out in a report prepared by Deloitte, this being one of the documents on display as determined in section 10 of the Registration Document.

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

The securitised assets are governed by Spanish Law.

2.2.2 Description of the general characteristics of the obligors and the economic environment, as well as global statistical data referred to the securitised assets.

a) Information as to number of the obligors of the selected mortgage loans.

The following table gives the concentration of the ten obligors weighing most in the portfolio of selected mortgage loans as at November 30, 2010.

Mortgage loan portfolio at 30.11.2010 Classification by Obligor				
	Mortgage loans	%	Outstanding principal (EUR)	%
Obligor 1	1	0.03	971,868.85	0.19
Obligor 2	1	0.03	890,300.05	0.17
Obligor 3	1	0.03	872,961.66	0.17
Obligor 4	2	0.06	687,000.00	0.13
Obligor 5	3	0.09	685,360.00	0.13
Obligor 6	1	0.03	678,870.78	0.13
Obligor 7	1	0.03	654,644.33	0.13
Obligor 8	1	0.03	614,463.72	0.12
Obligor 9	1	0.03	603,256.06	0.12
Obligor 10	2	0.06	588,788.41	0.11
Rest: 3,194 Obligors	3,210	99.57	506,798,470.76	98.59
Total 3,204 obligors	**3,224**	**100.00**	**514,045,987.62**	**100.00**

The outstanding principal of each obligor is the result of adding the outstanding principal of each of the selected mortgage loans granted to the actual obligor.

b) Information regarding type of property mortgaged as security for the selected mortgage loans.

The selected mortgage loans are all secured with a real estate mortgage on the legal and beneficial ownership of each and every one of the mortgaged properties ranking senior, or, as the case may be, ranking junior although BANCAJA has documents regarding cancellation of debts originated by previous mortgages, which are however yet to be struck off the register.

The following table gives the distribution by type of property mortgaged as security for the selected mortgage loans. In the case of mortgage loans with several mortgaged properties, the type of property having the highest appraisal value has been taken.

Mortgage Loan portfolio at 30.11.2010 Classification by type of mortgaged property				
	Mortgage loans	%	Outstanding principal (EUR)	%
Homes and annexes, if any (parking spaces or lumber rooms)*	3,071	95.25	491,682,372.29	95.65
Business premises and offices	142	4.40	20,251,910.38	3.94
Industrial premises	11	0.34	2,111,701.95	0.41
Total	**3,224**	**100.00**	**514,045,987.62**	**100.00**

* May additionally include rustic land, urban land, car parks and lumber rooms

In addition to mortgage security, 8.31% of all the selected mortgage loans include third-party personal bonds (guarantees), and in these mortgage loans the main security is the mortgage security.

Out of the 3,071 mortgage loans with residential property mortgage security, that property is used by the obligors is as follows:

Mortgage Loan portfolio at 30.11.2010 Classification by use of the mortgaged residential property				
	Mortgage loans	%	Outstanding principal (EUR)	%
First home	2,906	94.63	469,886,613.73	95.57
Second home	157	5.11	20,649,203.91	4.20
Officially Protected homes	8	0.26	1,146,554.65	0.23
Total	**3,071**	**100.00**	**491,682,372.29**	**100.00**

c) Information regarding selected mortgage loan purpose.

The following table gives the distribution of the selected mortgage loans according to their purpose.

Selected mortgage loan portfolio at 30.11.2010 Classification by loan purpose				
	Mortgage loans	%	Outstanding principal (EUR)	%
Refurbishment, renovation, purchase of real properties or subrogations	2,584	80.15	413,166,095.55	80.38
Refinancing *	559	17.33	92,742,448.21	18.04
Other family financings	80	2.48	8,067,695.04	1.57
Operating, current expenses and others	1	0.03	69,745.82	0.01
Total	**3,224**	**100.00**	**514,045,987.62**	**100.00**

* Mortgage loans the purpose of which is extending or reinstating previously delinquent loans.

d) Information regarding selected mortgage loan origination date.

The provisional portfolio selected mortgage loans were originated on dates comprised between June 10, 2004 and June 30, 2010, the portfolio weighted average age being 23.58 months at November 30, 2010.

The following table gives the selected mortgage loan distribution according to the origination date by six-monthly intervals, and the average, minimum and maximum age.

Mortgage loan portfolio at 30.11.2010 Classification by loan origination date				
Date interval	Mortgage loans	%	Outstanding principal (EUR)	%
01/01/2004 to 30/06/2004	1	0.03	103,406.67	0.02
01/01/2005 to 30/06/2005	3	0.09	263,139.83	0.05
01/07/2005 to 31/12/2005	19	0.59	3,459,287.11	0.67
01/01/2006 to 30/06/2006	27	0.84	4,517,713.00	0.88
01/07/2006 to 31/12/2006	135	4.19	24,521,209.23	4.77
01/01/2007 to 30/06/2007	574	17.80	101,367,037.42	19.72
01/07/2007 to 31/12/2007	298	9.24	50,951,738.05	9.91
01/01/2008 to 30/06/2008	59	1.83	10,223,358.90	1.99
01/07/2008 to 31/12/2008	80	2.48	15,169,159.18	2.95
01/01/2009 to 30/06/2009	263	8.16	46,999,101.38	9.14
01/07/2009 to 31/12/2009	502	15.57	85,432,408.35	16.62
01/01/2010 to 30/06/2010	1,263	39.17	171,038,425.50	33.27
Total	**3,224**	**100.00**	**514,045,987.62**	**100.00**
	23.58	**Months**	**Weighted average age**	
10/06/2004	**77.72**	**Months**	**Maximum age**	
30/06/2010	**5.03**	**Months**	**Minimum age**	

e) Information regarding selected mortgage loan outstanding principal.

The selected mortgage loan outstanding principal at November 30, 2010 ranged between EUR 8,634 and EUR 971,868.85.

The following table gives the mortgage loan outstanding principal distribution at November 30, 2010 by EUR 50,000 intervals, and the average, minimum and maximum amount. No details are given of intervals with no contents.

Mortgage loan portfolio at 30.11.2010 Classification by outstanding principal				
Principal interval (EUR)	**Mortgage loans No.**	**%**	**Outstanding principal (EUR)**	**%**
0.00 - 49,999.99	160	4.96	5,934,328.77	1.15
50,000.00 - 99,999.99	435	13.49	34,167,633.64	6.65
100,000.00 - 149,999.99	955	29.62	121,496,553.83	23.64
150,000.00 - 199,999.99	928	28.78	160,799,263.31	31.28
200,000.00 - 249,999.99	473	14.67	104,142,976.71	20.26
250,000.00 - 299,999.99	146	4.53	39,334,648.39	7.65
300,000.00 - 349,999.99	71	2.20	22,891,257.30	4.45
350,000.00 - 399,999.99	26	0.81	9,630,956.25	1.87
400,000.00 - 449,999.99	13	0.40	5,502,623.72	1.07
450,000.00 - 499,999.99	8	0.25	3,789,405.10	0.74
500,000.00 - 549,999.99	1	0.03	513,500.00	0.10
550,000.00 - 599,999.99	1	0.03	556,472.15	0.11
600,000.00 - 649,999.99	2	0.06	1,217,719.78	0.24
650,000.00 - 699,999.99	2	0.06	1,333,515.11	0.26
850,000.00 - 899,999.99	2	0.06	1,763,261.71	0.34
950,000.00 - 999,999.99	1	0.03	971,868.85	0.19
Total	**3,224**	**100.00**	**514,045,987.62**	**100.00**
	Average principal:		159,443.54	
	Minimum principal:		8,634.00	
	Maximum principal:		971,868.85	

f) Information regarding nature of the reference rate and benchmark indices applicable for determining the floating interest rates applicable to the selected mortgage loans.

All selected mortgage loan interest floats. The following table gives mortgage loan distribution according to benchmark indices applicable for determining the nominal interest rate.

Mortgage loan portfolio at 30.11.2010 Classification by Interest rate benchmark index					
Benchmark Index	**Mortgage loans**	**%**	**Outstanding principal (EUR)**	**%**	**Margin o/index***
12-MONTH EURIBOR	3,224	100.00	514,045,987.62	100.00	1.08
Total	**3,224**	**100.00**	**514,045,987.62**	**100.00**	
*Average margin weighted by the outstanding principal.					

The contract terms of 69.35% of the selected mortgage loans in terms of outstanding principal allow for a lowering of the margin applicable for determining the interest rate by up to not more than 0.30%, provided that the obligor is not more than 90 days in arrears in fulfilment of payment obligations, and subject to the requirements set out at the beginning of section 2.2 of this Building Block. The average margin weighted by the outstanding principal of these mortgage loans at November 30, 2010 is 1.06%. In the hypothetical event that these mortgage loans should have used the aforementioned margin reduction possibility, the average margin weighted by the outstanding principal of these mortgage loans at November 30, 2010 would have been 0.86%.

The following table gives the selected mortgage loan distribution according to the margin applicable to the mortgage loan benchmark index by 0.10% intervals. No details are given of intervals with no contents.

Mortgage loan portfolio at 30.11.2010 Classification by margin over benchmark index				
Margin	Mortgage loans	%	Outstanding principal (EUR)	%
0.40 - 0.49	104	3.23	19,416,626.82	3.78
0.50 - 0.59	93	2.88	21,336,333.64	4.15
0.60 - 0.69	111	3.44	20,951,104.21	4.08
0.70 - 0.79	200	6.20	36,009,499.76	7.01
0.80 - 0.89	248	7.69	41,553,382.51	8.08
0.90 - 0.99	290	9.00	48,752,843.79	9.48
1.00 - 1.09	419	13.00	71,998,401.03	14.01
1.10 - 1.19	341	10.58	54,329,178.01	10.57
1.20 - 1.29	322	9.99	49,501,971.17	9.63
1.30 - 1.39	506	15.69	55,397,878.63	10.78
1.40 - 1.49	216	6.70	33,938,085.59	6.60
1.50 - 1.59	237	7.35	38,546,968.69	7.50
1.60 - 1.69	9	0.28	1,371,682.21	0.27
1.70 - 1.79	9	0.28	1,276,166.92	0.25
1.80 - 1.89	1	0.03	39,131.63	0.01
1.90 - 1.99	2	0.06	356,688.77	0.07
2.00 - 2.09	75	2.33	13,129,396.00	2.55
2.10 - 2.19	2	0.06	411,372.11	0.08
2.50 - 2.59	27	0.84	3,620,675.50	0.70
2.60 - 2.69	5	0.16	933,675.57	0.18
2.70 - 2.79	1	0.03	170,250.00	0.03
3.00 - 3.09	5	0.16	904,185.30	0.18
3.40 - 3.49	1	0.03	100,486.76	0.02
Total	**3.224**	**100,00**	**514.045.984,62**	**100,00**

g) Information regarding selected mortgage loan reference rate reset period.

The following table gives the selected mortgage loan distribution based on the mortgage loan reference rate reset period.

Mortgage loan portfolio at 30.11.2010 Classification by reference rate reset period				
Interest rate reset period	Mortgage loans	%	Outstanding principal (EUR)	%
Yearly	2,990	92.74	476,244,274.03	92.65
Six-Monthly	227	7.04	36,740,221.58	7.15
Quarterly	7	0.22	1,061,489.01	0.21
Total	**3,224**	**100.00**	**514,045,987.62**	**100.00**

h) Information regarding selected mortgage loan instalment frequency.

The following table gives the selected mortgage loan distribution based on mortgage loan instalment payment frequency.

Mortgage loan portfolio at 30.11.2010 Classification by instalment payment frequency				
Interest rate reset period	Mortgage loans		Outstanding principal	
		%	(EUR)	%
Monthly	3,216	99.75	513,141,182.72	99.82
Quarterly	2	0.06	185,181.76	0.04
Six-Monthly	6	0.19	719,620.14	0.14
Total	**3,224**	**100.00**	**514,045,987.62**	**100.00**

i) Information regarding selected mortgage loan repayment system.

The following table gives the selected mortgage loan distribution based on their repayment system.

Loan portfolio at 30.11.2010 Classification by repayment system				
Repayment system	Loans		Outstanding principal	
	No.	%	(EUR)	%
French	3,224	100.00	514,045,987.62	100.00
Total	**3,224**	**100.00**	**514,045,987.62**	**100.00**

j) Information regarding selected mortgage loan principal repayment exclusion period.

The following table gives the selected mortgage loan distribution according to expiry of the mortgage loan principal repayment exclusion period. No details are given of intervals with no contents.

Mortgage loan portfolio at 30.11.2010 Classification by principal repayment exclusion period				
Expiry of the principal exclusion period	Mortgage loans		Outstanding principal	
		%	(EUR)	%
No exclusion or exclusion ended as of 30.11.2010	2,454	76.12	373,350,636.70	72.63
01/12/2010 to 31/12/2010	8	0.25	1,513,760.34	0.29
01/01/2011 to 31/03/2011	35	1.09	6,143,770.00	1.20
01/04/2011 to 30/06/2011	37	1.15	6,879,807.01	1.34
01/07/2011 to 30/09/2011	7	0.22	1,162,400.00	0.23
01/10/2011 to 31/12/2011	39	1.21	7,437,088.60	1.45
01/01/2012 to 31/03/2012	151	4.68	27,279,716.72	5.31
01/04/2012 to 30/06/2012	110	3.41	20,278,667.42	3.94
01/07/2012 to 30/09/2012	38	1.18	7,146,000.54	1.39
01/10/2012 to 31/12/2012	86	2.67	16,181,956.72	3.15
01/01/2013 to 31/03/2013	77	2.39	13,653,380.36	2.66
01/04/2013 to 30/06/2013	79	2.45	12,190,399.00	2.37
01/07/2013 to 30/09/2013	14	0.43	2,713,200.00	0.53
01/10/2013 to 31/12/2013	3	0.09	512,653.00	0.10
01/01/2014 to 31/03/2014	1	0.03	135,000.00	0.03
01/04/2014 to 30/06/2014	2	0.06	247,400.00	0.05
01/07/2014 to 30/09/2014	4	0.12	884,000.00	0.17
01/10/2014 to 31/12/2014	5	0.16	1,179,300.00	0.23
01/01/2015 to 31/03/2015	3	0.09	720,500.00	0.14
01/04/2015 to 30/06/2015	2	0.06	537,640.00	0.10
01/07/2016 to 30/09/2016	4	0.12	703,636.00	0.14
01/10/2016 to 31/12/2016	13	0.40	2,568,788.25	0.50
01/01/2017 to 31/03/2017	5	0.16	1,220,000.00	0.24
01/04/2017 to 30/06/2017	8	0.25	1,618,984.71	0.31
01/07/2017 to 30/09/2017	12	0.37	2,190,551.00	0.43
01/10/2017 to 31/12/2017	16	0.50	3,327,877.25	0.65

Mortgage loan portfolio at 30.11.2010 Classification by principal repayment exclusion period				
Expiry of the principal exclusion period	Mortgage loans	%	Outstanding principal (EUR)	%
01/01/2018 to 31/03/2018	4	0.12	795,900.00	0.15
01/04/2018 to 30/06/2018	4	0.12	816,971.00	0.16
01/07/2018 to 30/09/2018	3	0.09	656,000.00	0.13
Total	**3,224**	**100.00**	**514,045,987.62**	**100.00**

k) Information regarding applicable nominal interest rates: selected mortgage loan maximum, minimum and average rates.

The nominal interest rates applicable to the selected mortgage loans at November 30, 2010 range between 1.21% and 5.85%, the average nominal interest rate weighted by the outstanding principal being 2.52%.

The following table gives the selected mortgage loan distribution by 0.25% nominal interest rate intervals applicable as at November 30, 2010, and their average, minimum and maximum values. No details are given of intervals with no contents.

Mortgage loan portfolio at 30.11.2010 Classification by applicable nominal interest rate					
Interest Rate % Interval	Mortgage loans	%	Outstanding principal (EUR)	%	% Interest Rate*
1.00 - 1.24	2	0.06	337,357.27	0.07	1.23
1.25 - 1.49	20	0.62	3,369,336.48	0.66	1.48
1.50 - 1.74	123	3.82	25,005,587.30	4.86	1.66
1.75 - 1.99	292	9.06	54,636,571.36	10.63	1.89
2.00 - 2.24	648	20.10	110,967,734.45	21.59	2.12
2.25 - 2.49	512	15.88	81,933,195.24	15.94	2.36
2.50 - 2.74	492	15.26	69,264,166.12	13.47	2.62
2.75 - 2.99	271	8.41	42,725,457.10	8.31	2.84
3.00 - 3.24	579	17.96	79,571,579.06	15.48	3.05
3.25 - 3.49	94	2.92	15,633,191.02	3.04	3.30
3.50 - 3.74	61	1.89	9,113,868.77	1.77	3.52
3.75 - 3.99	42	1.30	7,194,995.72	1.40	3.83
4.00 - 4.24	36	1.12	6,082,703.06	1.18	4.05
4.25 - 4.49	28	0.87	4,565,011.84	0.89	4.27
4.50 - 4.74	17	0.53	2,673,582.06	0.52	4.52
4.75 - 4.99	1	0.03	196,858.63	0.04	4.85
5.00 - 5.24	4	0.12	589,878.43	0.11	5.00
5.25 - 5.49	1	0.03	74,264.92	0.01	5.30
5.75 - 5.99	1	0.03	110,645.79	0.02	5.85
Total	**3,224**	**100.00**	**514,045,987.62**	**100.00**	
	Weighted average:				**2.52 %**
	Simple average:				**2.56 %**
	Minimum:				**1.21 %**
	Maximum:				**5.85 %**

*Average nominal interest rate of the interval weighted by the outstanding principal.

l) Information regarding minimum nominal interest rates applicable to the selected mortgage loans.

None of the selected mortgage loans have had a minimum nominal interest rate floor set for applicable nominal interest rate variability.

m) Information regarding the maximum nominal interest rates applicable to the selected mortgage loans.

None of the selected mortgage loans have had a maximum nominal interest rate ceiling set for applicable nominal interest rate variability.

n) Information regarding final maturity date of the selected mortgage loans.

The selected mortgage loans have their final maturity on dates comprised between June 3, 2015 and July 3, 2060.

The following table gives the selected mortgage loan distribution according to final maturity date by annual intervals, and the weighted average residual life and the first and last final maturity dates.

Mortgage loan portfolio at 30.11.2010 Classification by final repayment date						
Final Repayment Year	Mortgage loans	%	Outstanding principal (EUR)	%	Residual Life w.a.* Months	Date
2015	3	0.09	152,803.95	0.03	54.09	3/06/2015
2017	4	0.12	822,455.06	0.16	80.09	3/08/2017
2018	4	0.12	298,058.23	0.06	89.99	31/05/2018
2019	4	0.12	306,824.42	0.06	106.98	30/10/2019
2020	33	1.02	1,708,893.50	0.33	114.04	1/06/2020
2021	4	0.12	445,353.10	0.09	125.87	27/05/2021
2022	18	0.56	1,196,636.84	0.23	138.03	1/06/2022
2023	10	0.31	1,068,601.42	0.21	151.10	4/07/2023
2024	22	0.68	2,614,757.52	0.51	164.56	17/08/2024
2025	90	2.79	7,379,224.40	1.44	173.31	10/05/2025
2026	7	0.22	918,284.88	0.18	188.10	3/08/2026
2027	19	0.59	4,233,482.03	0.82	198.67	21/06/2027
2028	17	0.53	2,284,276.35	0.44	211.54	17/07/2028
2029	30	0.93	3,786,955.97	0.74	223.69	22/07/2029
2030	100	3.10	11,118,739.25	2.16	233.42	14/05/2030
2031	22	0.68	2,836,251.80	0.55	245.10	4/05/2031
2032	34	1.05	5,010,614.87	0.97	258.90	27/06/2032
2033	18	0.56	2,509,124.62	0.49	270.19	6/06/2033
2034	37	1.15	5,641,819.91	1.10	283.32	11/07/2034
2035	116	3.60	15,241,872.51	2.97	294.19	6/06/2035
2036	43	1.33	6,628,813.06	1.29	306.70	21/06/2036
2037	72	2.23	10,563,407.66	2.05	317.37	12/05/2037
2038	33	1.02	5,458,212.39	1.06	329.59	19/05/2038
2039	69	2.14	11,131,583.32	2.17	343.78	25/07/2039
2040	192	5.96	25,279,596.80	4.92	353.70	22/05/2040
2041	41	1.27	6,391,608.20	1.24	365.75	24/05/2041
2042	102	3.16	18,253,126.64	3.55	377.26	9/05/2042
2043	38	1.18	5,858,013.16	1.14	389.81	26/05/2043
2044	78	2.42	13,348,529.92	2.60	402.90	27/06/2044
2045	190	5.89	31,211,693.09	6.07	413.13	5/05/2045
2046	100	3.10	19,445,041.56	3.78	428.83	26/08/2046
2047	629	19.51	111,762,546.10	21.74	437.90	28/05/2047
2048	88	2.73	16,010,392.39	3.11	449.77	24/05/2048
2049	279	8.65	48,474,053.85	9.43	464.68	21/08/2049
2050	494	15.32	80,989,445.84	15.76	472.15	5/04/2050
2051	13	0.40	2,507,868.15	0.49	486.15	5/06/2051
2052	8	0.25	1,638,180.26	0.32	496.33	10/04/2052
2053	8	0.25	1,953,621.00	0.38	509.31	10/05/2053
2054	14	0.43	2,594,894.88	0.50	521.34	11/05/2054
2055	21	0.65	3,905,805.85	0.76	532.90	28/04/2055
2056	16	0.50	2,581,182.66	0.50	545.83	26/05/2056

Mortgage loan portfolio at 30.11.2010 Classification by final repayment date						
Final Repayment Year	Mortgage loans	%	Outstanding principal (EUR)	%	Residual Life w.a.* Months	Date
2057	12	0.37	2,027,500.00	0.39	557.40	13/05/2057
2058	12	0.37	1,874,500.00	0.36	573.75	22/09/2058
2059	59	1.83	11,408,102.09	2.22	580.98	1/05/2059
2060	21	0.65	3,173,235.12	0.62	592.63	19/04/2060
Total	**3,224**	**100.00**	**514,045,987.62**	**100.00**		
	Weighted average:				**407.89**	**26/11/2044**
	Simple average:				**394.11**	**4/10/2043**
	Minimum:				**54.08**	**3/06/2015**
	Maximum:				**595.09**	**3/07/2060**

* Residual life to final maturity date (months and date) stands for averages weighted by the outstanding principal of mortgage loans with final maturity in the relevant year.

o) Information regarding geographical distribution by Autonomous Communities.

The following table gives the mortgage loan distribution by Autonomous Communities according to the location of the mortgage loan security.

Mortgage loan portfolio at 30.11.2010 Classification by Autonomous Communities				
	Mortgage loans	%	Outstanding principal (EUR)	%
Andalusia	411	12.75	68,014,137.23	13.23
Aragón	31	0.96	5,293,041.79	1.03
Asturies	29	0.90	3,690,497.05	0.72
Balearic Isles	206	6.39	39,056,568.82	7.60
Canary Islands	207	6.42	30,830,562.89	6.00
Cantabria	9	0.28	1,516,429.02	0.29
Catalonia	292	9.06	63,884,844.40	12.43
Basque Country	33	1.02	7,184,193.28	1.40
Extremadura	22	0.68	3,169,463.09	0.62
Galicia	49	1.52	7,306,964.45	1.42
Castile-León	120	3.72	18,171,124.65	3.53
Madrid	129	4.00	26,478,884.39	5.15
Castile La Mancha	100	3.10	16,145,531.12	3.14
Melilla	1	0.03	79,000.00	0.02
Murcia	69	2.14	10,097,451.33	1.96
Navarre	31	0.96	5,137,661.93	1.00
La Rioja	8	0.25	1,046,621.59	0.20
Valencian Community	1,477	45.81	206,943,007.59	40.26
Total	**3,224**	**100.00**	**514,045,987.62**	**100.00**

p) Information regarding any arrears in collecting selected mortgage loan interest or principal instalments and current principal amount, if any, of mortgage loans that are not more than 30 days in arrears.

The following table gives the number of mortgage loans, the outstanding principal and the overdue principal on selected mortgage loans with any arrears in payment of amounts due at November 30, 2010.

Arrears in payment of instalments due at 30.11.2010					
Interval Days	**Mortgage loans**	**Outstanding principal**	**%**	**Overdue principal**	
					% on total outstanding principal
In good standing	2,929	462,309,670.22	89.94		
1 to 15 days	31	5,500,403.86	1.07	5,500.84	0.00107
16 to 30 days	264	46,235,910.54	8.99	33,417.10	0.00650
Total	**3,224**	**514,045,984.62**	**100.00**	**38,917.94**	**0.00757**

In accordance with BANCAJA's representation in section 2.2.8.2.(21) of the Building Block, none of the Mortgage Loans that will finally have their receivables mostly assigned to the Fund upon being established shall have any payments more than one (1) month overdue on their assignment date.

q) Loan to value ratio or level of collateralisation.

The selected mortgage loans have real estate mortgage security and the mortgages are all registered as senior mortgages or, as the case may be, as junior mortgages although BANCAJA has documents supporting cancellation of the debts originated by previous mortgages, which are however yet to be struck off the register.

The ratio, expressed as a percentage, of the initial outstanding principal as at November 30, 2010 to the appraisal value of the selected mortgage loan mortgaged properties ranged between 7.60% and 100.00%, the average ratio weighted by the outstanding principal of each mortgage loan being 84.37%.

The following table gives the mortgage loan distribution by 5.00% intervals of that ratio.

Mortgage loan portfolio at 30.11.2010 Classification by loan to value ratio					
Ratio Intervals	**Mortgage loans**	**%**	**Outstanding principal (EUR)**	**%**	**(%) Loan to Value***
5.01 - 10.00	4	0.12	105,882.60	0.02	8.77
10.01 - 15.00	10	0.31	532,285.99	0.10	11.70
15.01 - 20.00	25	0.78	928,679.70	0.18	18.20
20.01 - 25.00	22	0.68	948,296.59	0.18	22.83
25.01 - 30.00	44	1.36	2,366,994.63	0.46	27.79
30.01 - 35.00	34	1.05	2,041,887.02	0.40	32.93
35.01 - 40.00	35	1.09	2,579,955.24	0.50	37.41
40.01 - 45.00	49	1.52	4,066,612.62	0.79	42.55
45.01 - 50.00	36	1.12	3,585,520.95	0.70	47.92
50.01 - 55.00	38	1.18	3,696,513.71	0.72	52.57
55.01 - 60.00	48	1.49	5,198,194.05	1.01	57.46
60.01 - 65.00	97	3.01	14,706,913.88	2.86	62.38
65.01 - 70.00	128	3.97	16,553,366.89	3.22	67.69
70.01 - 75.00	67	2.08	10,011,322.26	1.95	72.35
75.01 - 80.00	266	8.25	39,438,927.97	7.67	78.63
80.01 - 85.00	662	20.53	114,743,981.85	22.32	82.61
85.01 - 90.00	670	20.78	114,296,296.05	22.23	87.40
90.01 - 95.00	524	16.25	94,374,596.63	18.36	92.32
95.01 - 100.00	465	14.42	83,869,755.99	16.32	97.94
Total	**3,224**	**100.00**	**514,045,987.62**	**100.00**	
	Weighted Average:				**84.37 %**
	Simple Average:				**80.93 %**
	Minimum:				**7.60 %**
	Maximum:				**100.00 %**

*Loan to Value Ratio refers to averages weighted by the outstanding principal.

2.2.3 Legal nature of the pool of assets to be securitised.

The Mortgage Loans are all loans originated in a public deed granted by BANCAJA to individuals resident in Spain with real estate mortgage security on real properties (homes and annexes -parking spaces or lumber rooms- if any, parking spaces, lumber rooms, business premises and offices, rustic and urban land or industrial premises) located in Spain.

The Mortgage Loans were originated in a public deed subject to the Mortgage Act, February 8, 1946, Mortgage Market Regulation Act 2/1981, March 25, and ancillary laws. The real estate mortgage securities are entered in the relevant Land Registries in respect of the senior-ranked mortgaged properties or, as the case may be, ranking junior although BANCAJA has documents relating to economic cancellation of the debts originated by previous mortgages which are yet to be struck off the registers.

The Mortgage Loan receivables shall be assigned to the Fund upon BANCAJA issuing and the Fund subscribing for Pass-Through Certificates subject to the provisions of Act 2/1981, Royal Decree 716/2009 and Additional Provision Five of Act 3/1994, on the terms provided for in section 3.3 of this Building Block.

2.2.4 Expiry or maturity date(s) of the assets.

The selected mortgage loans each have a final maturity date without prejudice to periodic partial repayment instalments, on the specific terms applicable to each of them.

Obligors may at any time during the life of the Mortgage Loans prepay all or part of the outstanding capital, in which case interest accrual on the part prepaid will cease as of the date on which repayment occurs.

The final maturity date of the selected mortgage loans lies between June 3, 2015 and July 3, 2060, as specified in section 2.2.2.n) of this Building Block.

2.2.5 Amount of the assets.

The Fund shall be set up with the Pass-Through Certificates to be issued by BANCAJA and subscribed for by the Fund upon being established, and their Outstanding Balance shall be equal to or slightly above EUR four hundred and fifty million (450,000,000.00), the face value amount of the Bond Issue.

The selected mortgage loan portfolio from which the Mortgage Loans will be taken to issue the Pass-Through Certificates to be subscribed for by the Fund upon being established, comprises 3,224 loans, their outstanding principal as at November 30, 2010 being EUR 514,045,987.62 and their overdue principal being EUR 38,917.94.

2.2.6 Loan to value ratio or level of collateralisation.

There is no overcollateralisation in the Fund.

2.2.7 Method of creation of the assets.

The selected mortgage loans from which the Mortgage Loans will be taken in order for their receivables to be mostly attached to the Pass-Through Certificates, have been granted by BANCAJA following its usual credit risk analysis and assessment procedures in regard to lending, subrogation to financing to real estate developers or refinancing mortgage loans to individuals. The maximum term of the mortgage loans is determined by the youngest borrower's age, who may at no event be more than 75 years old upon the mortgage loans maturing. The following is a summary description of the procedures in place at BANCAJA:

1. Private individual lending model used

Lending to private individuals is governed by BANCAJA's credit policy, defined as the criteria, measures and procedures altogether designed for management as a whole to allow a quality credit portfolio to be obtained, minimising the insolvency risk. The main component of that insolvency risk is repayment capacity.

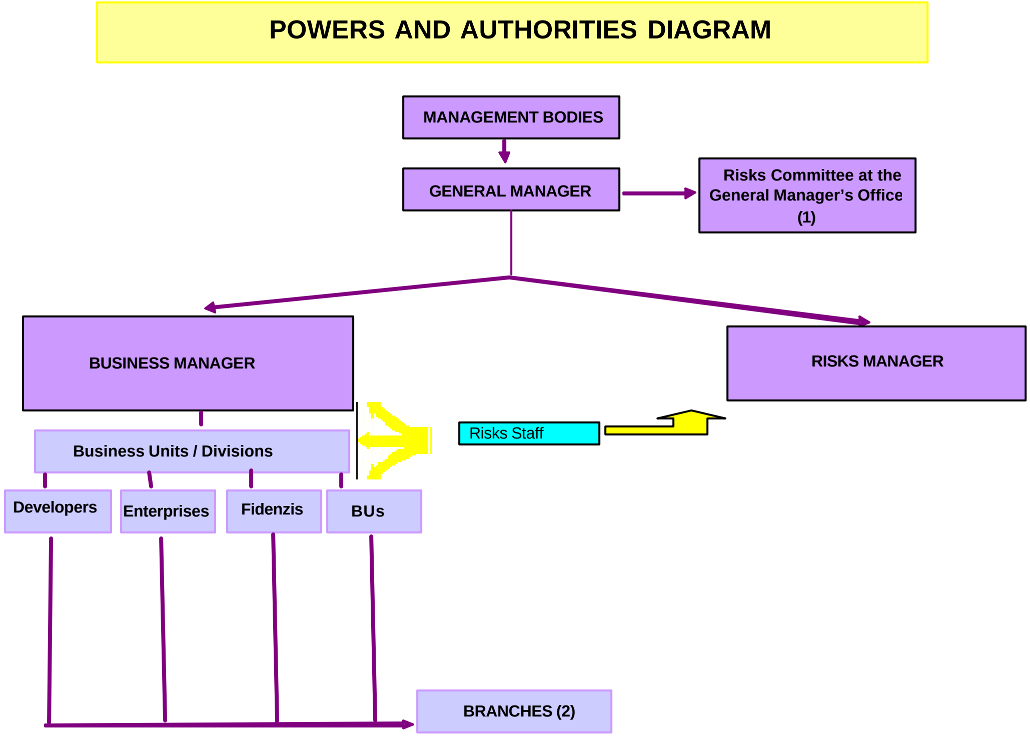
The risks management at BANCAJA draws up the Basic analysis policies for approving lending transactions, based on a positive repayment capacity for the transaction and the existence of a suitable level of cover and profitability, which shall be specified having regard to the client's particular characteristics, transaction type, amount and term applied for. General policies are the same for any type of lending transaction, but the analysis and tools used differ according to the segment in which the client belongs.

BANCAJA's model relies on an electronic private individual file, which supports customer particulars, to be analysed by the scoring models. These models analyse client payment history through statistical methods.

BANCAJA's risk analysis takes into account the customer's global risk with BANCAJA

2. Empowerment.

BANCAJA has structured a loan approval empowerment system based on BANCAJA's total risk with each "Economic Risk Unit" (UER). Risks are approved on the committees at the various levels depending on the extent of authority.



(1) Up to 3 % of the equity for UER and 1 % for Public Sector and affiliated company UER. This excludes the sub-delegation of risks with political groups and associations, and with high offices and persons and/or their related entities.

(2) According to the empowerment table.

Note: Fidenzis is BANCAJA's personal banking entity and BUs are BANCAJA's business units.

Risks are approved at the various levels depending on the extent of authority. Lending transactions are approved at all times within the electronic files, generating a lending product authorisation, which has to be linked in originating the transaction, and controls the approval terms (title, product, amount, term, etc.), thereby providing an assurance that all risks booked were previously authorised at the appropriate level. In essence, the system sees to it that the need for there to be an authorisation is tied to the booking of asset products, and ensures that risk authorisations are issued by whoever has authority to do so.

Electronic files contain all information required for analysing and approving the transaction, regarding both applicants (social and economic details, current risk, search in negative files, employment status, income, …) and the transaction applied for (application and appraisal information, cover, product, amount, instalments, …) and the assessment is made using the statistical scoring method, branches being left without authority for approving transactions turned down by the model. Only the risks area may approve transactions with a rejected score.

The following are the most relevant variables involved in the lending models, on the basis of client or non-client:

- Application arrival channel (telephone, branch, subrogation,...)
- Combined residential property variable (new, used, first, second residence, with liens, without liens, etc.)
- Borrowing ratio.
- Coverage ratio.
- Combined transaction amount and term variable.
- Repayment capacity.
- Employment stability and activity.
- Internal and external payment record.

There is a rule for all scorings with which private individual mortgage transactions are assessed which books transactions in excess of €600,000 as doubtful.

Branches are empowered to approve private individual transactions in which the score is approved. When the assessment is in doubt, the branch's authorities to approve such transactions depend on the amount and are automatically controlled. In the case of mortgage refinancings, branches have no powers.

Private individual lending transactions lying beyond a branch's authorities are always forwarded to the risks area, where they are approved within the relevant committee, based on the client's economic risk unit.

Documents establishing the parties' personality

- Tax Identification Number,
- Business licence (IAE) receipt, where appropriate.
- Documents affecting the capacity to act.
- Residence Card (in the case of foreigners).

Documents required for the transaction to be studied

- Payslip.
- Personal Income Tax Return.
- Interim Payments (in the case of self-employed workers).
- VAT income (in the case of self-employed workers).
- Form 347: Client and Supplier Return (in the case of self-employed workers).
- Confidential asset statement.
- RAI/ Experian report.
- Authorisation to search the CIRBE.
- Fire insurance policy, including an assignment clause to the Institution.
- Deed of the asset to be mortgaged.
- Simple transcript or certificate issued by the Register regarding Title and Liens.
- Valuation of the asset to be mortgaged.
- Articles of the Owners' Community (in the case of Business Premises).
- Documents establishing planning use (in the case of Land).

- Cadastral documents and documents establishing the operating system and, as the case may be, the irrigation rights (in the case of Rustic Properties).

3. Recovery procedures and actions.

BANCAJA's recovery actions are managed through the following computer applications and centres:

Recovery action centres and computer applications

Status	Applications	Centres
Pre-litigation	Rem-Recoveries (TL4)	Branches ■ Risks Department ■ Pre-litigation Managers
Recovery Agencies	Rem- Recoveries (batch information)	■ Acinsa (recovery agency that deals with tele-collection tasks, friendly and pre-litigation management of individual cases) ■ Other Agencies
Litigation Bad Debt	Litigation Recoveries (TL4)	Legal Department ■ Risks Department ■ Recovery of Bad Debts
Properties Awarded	CISA Application	CISA-Cartera de Inmuebles S.A.

Because of how close they are to and how well they know the client, branches play a very important role in the recovery process, given the uncertainty and delays of legal action, and assist all parties involved in that process. Branches are, in addition, responsible for making sure that all defaulting client details are accurate and complete.

From 2008, processing of recovery cases has been automated at branches. An electronic file has been created allowing all details to be viewed for both the defaulted transaction and other cases of the same client, the actions taken by the other parties involved in the recovery process to be seen, among them the recovery agency, actions taken to be entered, the agenda alerting of commitments made to be kept, ...

The Risks Department is involved in the recovery process through pre-litigation. In addition to being involved in developing the necessary tools, co-ordinating and setting action policies, criteria and rules for all parties involved in delinquency and recovery, it monitors and controls all failing transactions and analyses delinquency from the standpoint of both products and branches/areas and business units, issuing reports accessible through the information centre.

Pre-litigation managers deal with managing failing clients assigned to them and issue the relevant pre-litigation proposals, and resolve or process the proposals sent by the Branches.

In October 2005, tele-collection and friendly management recovery tasks were outsourced for cases of individuals with arrears exceeding 30 days, and so was the preparation of documents for claiming in court from both individuals and bodies corporate.

Basically, recovery from private individuals works as follows:

- After being 10 days in arrears an electronic recovery file is assigned which the branch must manage and enter therein all actions taken. Upon opening the file, the branch is entrusted with management in order that completion may be centrally controlled from the centre's or each employee's agenda.

- After being 31 days in arrears, the matter is referred to the recovery agency Acinsa in order to put in place tele-collection actions for not more than 45 days (a number of parameters result in the period being shorter: no telephone, connection is impossible, incident with the debtor, etc). When that period is over, the matter shall pass to friendly management, and, based on parameters set by BANCAJA, the agency will analyse creditworthiness and shall, as the case may be, begin to prepare the documents for a legal claim to be filed. If that option is not available, then the case shall continue to be managed out of court for not more than 90 days or 120 days in the event of significant income, and thereafter the application shall refer them to the relevant pre-litigation manager.

Pre-litigation controls those matters, and anything done by the agency on behalf of BANCAJA shall be entered in the recovery file and will be therefore be available to any user.

Lastly, a bad debts recovery team exists to deal with putting in place recovery actions for recoverable bad debts, based on its rating criteria.

The legal services institute and direct all stages and motions of proceedings, and provide information relating to cases claimed in court, including reclassification of transactions as bad debts, forwarding the same to pre-litigation to be resolved or referred to the relevant pre-litigation committee. In addition, they authorise collection and allocation of amounts recovered in litigation cases, provided that this does not result in the legal proceedings coming to a standstill, and assist pre-litigation in monitoring transactions in such cases as insolvencies, bankruptcies, banking solidarity or other special cases.

CISA (Cartera de Inmuebles S.A.) is a BANCAJA group affiliated company. The properties on CISA's inventory mostly originate in foreclosures by BANCAJA.

4. Mortgage transaction private refinancing.

When a private individual has any mortgage transaction incident, BANCAJA allows refinancing having regard to the following basic criteria:

- The analysis must be made globally in respect of the client, including all of the client's debts. The new transaction shall result in a payment which the client may afford.
- It should not result in the client risk increasing, other than as derived from the expenses relating to debt restructuring, paying overdue transaction amounts and other personally guaranteed transactions, to the extent necessary to adjust the payments as a whole to the client's payment capacity.
- The existing guarantees must be improved or, at a minimum, maintained.

5. Criteria for payment in kind.

As a general rule, payment in kind is accepted by BANCAJA subject to satisfaction of the following basic requirements:

- Refinancing is not viable
- The market value of the asset covers the debt
- This is the only alternative to claiming in court
- A reason of urgency exists

2.2.8 Indication of representations and collaterals given to the issuer relating to the assets.

Representations of the Originator.

The Management Company reproduces below the representations and warranties that BANCAJA shall, as holder of the Mortgage Loan receivables until assigned to the Fund and as issuer of the Pass-Through Certificates, give and make to the Fund and to the Management Company at the date of establishment of the Fund and will be confirmed in the Deed of Constitution.

1. In relation to BANCAJA.

(1) That BANCAJA is a credit institution duly incorporated in accordance with the laws in force for the time being, entered in the Companies Register and the Bank of Spain's Register of Credit Institutions, and is authorised to operate in the mortgage market.

(2) That neither as of today nor at any time since it was incorporated has BANCAJA been decreed to be insolvent, bankrupt or in suspension of payments, nor in any circumstance generating a liability which might result in the credit institution authorisation being revoked.

(3) That BANCAJA has obtained all necessary authorisations, including those required of its corporate bodies and, as the case may be, third parties who may be affected by the assignment of the Mortgage Loan receivables, to issue the Pass-Through Certificates, to validly execute the Fund Deed of Constitution, the agreements relating to the establishment of the Fund and to fulfil the undertakings made.

(4) That BANCAJA has audited annual accounts for the years ended as at December 31, 2009, 2008 and 2007, with a favourable opinion and without any qualifications by the auditors in those years, which have been filed with the CNMV and with the Companies Register.

2. In relation to the Pass-Through Certificates and the Mortgage Loans.

(1) That the Mortgage Loans are granted and the Mortgage Loan receivables are assigned to the Fund by issuing the Pass-Through Certificates in the ordinary course of business of BANCAJA and that has been done at arm's length in accordance with Act 2/1981, Royal Decree 716/2009, and the provisions of Additional Provision Five of Act 3/1994, as worded by Act 41/2007, and other applicable laws. The Mortgage Loan receivables are assigned to the Fund by issuing the Pass-Through Certificates because the Mortgage Loans do not satisfy all the requirements established in Chapter II of Royal Decree 716/2009. This information is consistent with the contents laid down in schedule I to Royal Decree 716/2009 on the special accounting register of mortgage loans and credits.

(2) That the Pass-Through Certificates are issued for the same term remaining until maturity and for the same interest rate of each underlying Mortgage Loan.

(3) That the Mortgage Loans all exist and are valid and enforceable in accordance with the applicable laws, and all applicable laws have also been observed in granting the same.

(4) That it is the legal and beneficial owner of each and every Mortgage Loan and there is no obstacle whatsoever for the Pass-Through Certificates to be issued.

(5) That the details of the Pass-Through Certificates and the Mortgage Loans included in the schedules to the Deed of Constitution accurately reflect the current status of those Mortgage Loans and Pass-Through Certificates and are full and accurate, and match the files on those Mortgage Loans and Pass-Through Certificates sent by BANCAJA to the Management Company.

(6) That the Mortgage Loans are secured with a real estate mortgage on the legal and beneficial ownership of each and every one of the mortgaged properties ranking senior, or, as the case may be, ranking junior although BANCAJA has documents regarding economic cancellation of debts originated by previous mortgages, even though their registration cancellation procedure is pending.

(7) That the Mortgage Loans are all originated in a public deed, and the mortgages are all duly granted and entered in the relevant Land Registries. The registration of the mortgaged properties is in force and has not been howsoever opposed and is subject to no limitation whatsoever taking precedence over the mortgage, in accordance with the applicable regulations, other than debts originated by previous mortgages for which BANCAJA has documents supporting economic cancellation.

(8) That the Mortgage Loans all stand as a valid and binding payment obligation for the relevant Obligor and are enforceable on their own terms.

(9) That the Mortgage Loans are all denominated and payable exclusively in Euros, and the capital or principal has been fully drawn down.

(10) That none of the Mortgage Loans have clauses allowing deferment of periodic interest and principal payment, other than principal repayment exclusion if any existing on the issue date of each Pass-Through Certificate.

(11) That all the Mortgage Loan payment obligations are satisfied by directly debiting an account at BANCAJA.

(12) That the Mortgage Loan Obligors are all individuals resident in Spain and are not employees, officers or directors of BANCAJA.

(13) That the mortgages are granted on real properties wholly legally and beneficially owned by the respective mortgagor and to the best of BANCAJA's knowledge there is no litigation over the ownership of those properties which might detract from the mortgages.

(14) That the mortgaged properties underlying the Mortgage Loans are not, and are not ineligible as, assets excluded for standing as security under article 11.1 of Royal Decree 716/2009, nor do the Mortgage Loans have any of the credit features excluded or restricted under articles 12.1 a), c), d) and f) and 12.2 of Royal Decree 716/2009.

(15) That the mortgaged properties are all real properties (homes and annexes -parking spaces or lumber rooms- if any, parking spaces, lumber rooms, business premises and offices, rustic and urban land or industrial premises) (i) located in Spain, (ii) have been appraised by duly qualified institutions (entered in the Bank of Spain's Register of Appraisal Firms) and approved by BANCAJA, evidence of which appraisal has been duly provided in the form of a certificate, and (iii) in the case of real properties consisting of buildings, their construction has already been completed. The appraisals made satisfy all the requirements established in the mortgage market laws. In addition to the mortgage security, part of the Mortgage Loans have third-party personal guarantees.

(16) That in the case of Mortgage Loans secured with officially protected homes, the appraisal value considered and reported for all calculation purposes was the highest legal value under the official protection system.

(17) That the outstanding principal balance of each Mortgage Loan does not exceed 100% of the appraisal value of the properties mortgaged as security for the relevant Mortgage Loan.

(18) That, to the best of its knowledge, there has been no fall in the value of any of the properties mortgaged as security for the Mortgage Loans in excess of 20% of the appraisal value.

(19) That the public deeds originating the Mortgage Loans provide that the mortgagor shall have to have taken out damage insurance covering at least the risk of fire and ruin for a value at least as high as the value set in the appraisal made for the Mortgage Loan to be granted, and to pay the relevant premiums, but the validity of such damage insurance is not supported in BANCAJA'S databases.

(20) That the Mortgage Loans are not perfected in registered, negotiable or bearer securities, other than the Pass-Through Certificates issued to be pooled in the Fund.

(21) That on the Pass-Through Certificate issue date none of the Mortgage Loans have any payments that are more than one (1) month overdue.

(22) That, to the best of its knowledge, no Mortgage Loan Obligor holds any credit right enforceable on BANCAJA whereby that Obligor might be entitled to a set-off which might adversely affect the rights conferred by the Pass-Through Certificates.

(23) That in granting all the Mortgage Loans and in accepting, as the case may be, the subrogation of subsequent borrowers to the initial borrower's position, the lending policies set out in section 2.2.7 of the Prospectus Building Block have been strictly adhered to.

(24) That the deeds for the mortgages granted on the properties to which the Mortgage Loans relate have all been duly filed in the records of BANCAJA suitable therefor, and are at the Management Company's disposal, for and on behalf of the Fund, and the Mortgage Loans are all clearly identified both in data files and by means of their deeds.

(25) That the Outstanding Balance of each Mortgage Loan on the date of issue is equivalent to the principal figure of the relevant Pass-Through Certificate and that, in turn, the total capital of the Pass-Through Certificates is at least as high as EUR four hundred and fifty million (450,000,000.00).

(26) That the final maturity date of the Mortgage Loans is at no event after July 3, 2060.

(27) That after being granted, the Mortgage Loans have been and are still being serviced by BANCAJA in accordance with its set customary procedures.

(28) That, to the best of its knowledge, there is no litigation whatsoever in relation to the Mortgage Loans which may detract from their validity or which may result in the application of Civil Code article 1535, nor do any circumstances exist which may result in the purchase agreement of the real property mortgaged as security for the Mortgage Loans being ineffective.

(29) That, to the best of its knowledge, no Obligor is able to make any objection whatsoever to paying any Mortgage Loan amount.

(30) That on the issue date it has received no notice of full prepayment of the Mortgage Loans.

(31) That on the issue date none of the Mortgage Loans has any dauses establishing interest rate floors or ceilings limiting the interest rate amount applicable to the Mortgage Loan.

(32) That some Mortgage Loans contain clauses allowing the margin applicable (up to not more than 0.30%) for determining the interest rate to be reduced upon certain circumstances occurring.

(33) That on the Pass-Through Certificate issue date at least two interest instalments have fallen due on each Mortgage Loan.

(34) That the Pass-Through Certificate and Mortgage Loan information contained in the Prospectus is accurate and strictly true.

(35) That, to the best of its knowledge, no circumstance whatsoever exists which might prevent the mortgages securing the Mortgage Loans from being enforced.

(36) That the Mortgage Loans are not earmarked for any issue whatsoever of mortgage debentures, mortgage bonds, mortgage participation certificates or pass-through certificates, other than the issue of the Pass-Through Certificates, and, during their term, the Mortgage Loans shall not be earmarked for any issue whatsoever of mortgage debentures, mortgage bonds, mortgage participation certificates or other pass-through certificates.

(37) That nobody has a preferred right over the Fund in and to the Mortgage Loans, as holder of the Pass-Through Certificates.

(38) That the Mortgage Loan principal repayment system is a periodic instalment repayment system (French method).

(39) That none of the Mortgage Loans are for finance lease transactions.

(40) That the public deeds originating the Mortgage Loans include no restrictions on the free transfer thereof by BANCAJA or a requirement of authorisations or communications to be transferred.

(41) That the Mortgage Loans are in the nature of financing granted by BANCAJA to individuals resident in Spain for the refurbishment, renovation or purchase of real properties, refinancing,

operating and current expenses, and other financings or subrogations by individuals residing in Spain to financing given to real estate developers for residential properties designed to be sold.

(42) That the Mortgage Loans the purpose of which is refinancing are an extension or reinstatement of earlier loans in arrears.

2.2.9 Substitution of the securitised assets.

Set rules for substituting Pass-Through Certificates or otherwise repayment to the Fund.

1. In the event of early amortisation of the Pass-Through Certificates upon the relevant Mortgage Loan capital being prepaid, there will be no substitution of the relevant Pass-Through Certificates.

2. In the event that during the full term of the Pass-Through Certificates it should be found that any of them or the relevant Mortgage Loan fail to conform to the representations given in section 2.2.8 above upon the Fund being established, BANCAJA agrees, subject to the Management Company's consent, to proceed forthwith to remedy and, if that is not possible, substitute or, as the case may be, redeem the affected Pass-Through Certificates not substituted, by early amortisation of the affected Pass-Through Certificates, subject to the following rules:

   (i) The party learning of the existence of a Pass-Through Certificate in that circumstance, be it the Originator or the Management Company, shall advise the other party thereof. The Originator shall have fifteen (15) Business Days from said notice to remedy that circumstance if it may be so remedied or proceed, as the case may be, to substitute the affected Pass-Through Certificates, notifying the Management Company of the characteristics of the mortgage loans intended to be assigned to take their stead, which shall fulfil the representations given in section 2.2.8 of this Building Block and be homogeneous as to residual term, payment frequency, interest rate, type of mortgaged property, outstanding principal value with the affected Pass-Through Certificates and also credit quality in terms of mortgage ranking, type of obligor, loan to value ratio of the mortgaged property or properties of the relevant Mortgage Loans, in order for the financial balance of the Fund not to be affected by such substitution, nor indeed the rating of the Bonds in connection with the provisions of section 7.5 of the Securities Note. Once the Management Company has checked the appropriateness of the substitute mortgage loan or loans, and after it advises the Originator expressly of mortgage loans eligible for such substitution, such substitution shall be made by early cancellation of the affected Pass-Through Certificates and, as the case may be, issuing the new substitute Pass-Through Certificates.

   Substitution shall be recorded in a public deed subject to the same formalities established for the issue of and subscription for the Pass-Through Certificates upon the Fund being established, in accordance with the specific characteristics of the new mortgage loans assigned. The Management Company shall provide the CNMV, the undertaking in charge of the Bond accounting record and the Rating Agencies with a copy of the public deed.

   (ii) If there should be no substitution of the affected Pass-Through Certificates in accordance with rule (i) above, the affected Pass-Through Certificates not substituted shall be cancelled early. That early cancellation shall consist of the Originator making a cash repayment to the Fund of the outstanding capital of the affected Pass-Through Certificates not substituted, interest accrued and not due, calculated until the repayment date, and overdue interest, if any, and any other amount owing to the Fund under those Pass-Through Certificates.

   (iii) In the event of (i) and (ii) above occurring, BANCAJA shall be vested in all the rights attaching to the Mortgage Loans underlying those Pass-Through Certificates accruing from the date of substitution or repayment to the Fund or accrued and not due, and overdue amounts on that same date.

3. In particular, the amendment by the Originator during the life of the Mortgage Loans of their terms without regard to the limits established in the special laws applicable and, in particular, to the terms agreed between the Fund, represented by the Management Company, and the Originator in this Prospectus, in the Deed of Constitution and in the Servicing Agreement, which would therefore be an

absolutely exceptional amendment, would constitute a unilateral breach by the Originator of its duties which should not be borne by the Fund or by the Management Company.

Upon any such breach occurring, the Fund may, through the Management Company: (i) demand payment of the relevant damages and losses and (ii) request replacement or repayment of the affected Pass-Through Certificates, in accordance with the procedure provided for in paragraph 2 above of this section, which shall not result in the Originator guaranteeing that the transaction will be successfully completed, but only the requisite redress of the effects resulting from the breach of its duties, in accordance with article 1124 of the Civil Code.

The expenses originated by the actions to remedy the Originator's breach shall be borne by the Originator and cannot be charged to the Fund or the Management Company. The Management Company shall immediately and individually notify the CNMV of Pass-Through Certificate replacements on the terms of the procedure provided for in paragraph 2 above.

2.2.10 Relevant insurance policies relating to the assets.

The public deeds originating the Mortgage Loans provide that the relevant mortgagor shall have to have taken out damage insurance covering at least the risk of fire and ruin for a value at least as high as the value set in the appraisal made for the Mortgage Loan to be granted, and to pay the relevant premiums, but the validity of such damage insurance is not supported in BANCAJA'S databases.

No insurer concentration details are included because the current status of the insurance policies taken out by the Obligors and their data are not fully supported or updated in the Originator's computer records, which means that concentration could exist in some insurers.

2.2.11 Information relating to the obligors where the securitised assets comprise obligations of 5 or fewer obligors which are legal persons or where an obligor accounts for 20% or more of the assets, or where an obligor accounts for a material portion of the assets.

Not applicable.

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

There are no relationships between the Fund, the Originator, the Management Company and other parties involved in the transaction other than as set forth in section 5.2 of the Registration Document and in section 3.2 of this Building Block.

2.2.13 Where the assets comprise fixed income securities, a description of the principal terms.

Not applicable.

2.2.14 Where the assets comprise equity securities, a description of the principal terms.

Not applicable.

2.2.15 If the assets comprise equity securities that are not traded on a regulated or equivalent market, where they represent more than ten (10) per cent of the securitised assets, a description of the principal terms.

Not applicable.

2.2.16 Valuation reports relating to the property and cash flow/income streams where a material portion of the assets are secured on real property.

The appraisal values of the properties securing the selected mortgage loans mostly relate to appraisals made by appraisers for the purpose of BANCAJA granting and arranging the same, excepting in some case originating in mortgage loan subrogation where the appraisal submitted is that provided by the appraiser for the mortgage loan to be granted in the first place.

2.3 Actively managed assets backing the issue.

Not applicable.

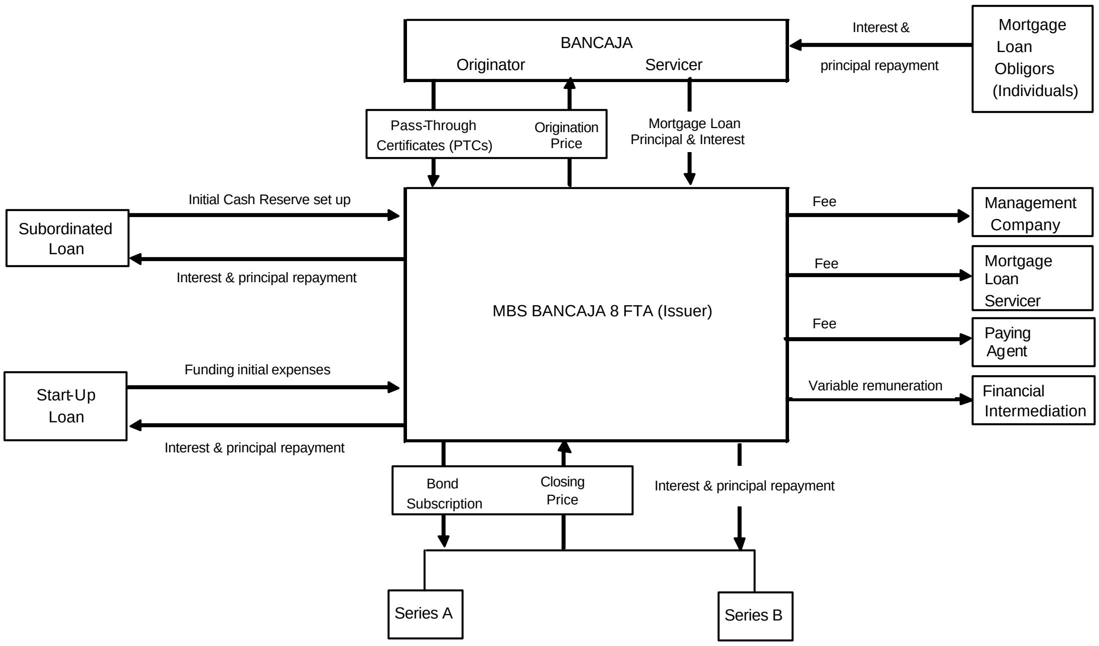
2.4 Where the Issuer proposes to issue further securities backed by the same assets, statement to that effect and description of how the holders of that class will be informed.

Not applicable.

3. STRUCTURE AND CASH FLOW

3.1 Description of the structure of the transaction, including if necessary, a diagram.

Transaction structure diagram.



Initial balance sheet of the Fund.

The balance sheet of the Fund on the Closing Date will be as follows:

ASSETS		LIABILITIES	
Receivables	**450,161,850.00**	**Obligations and securities**	**450,000,000.00**
Mortgage Loans (PTCs)	450,161,850.00	Series A Bonds	274,500,000.00
(adjustment excess to EUR 161,850.00)		Series B Bonds	175,500,000.00
Liquid assets	**to be determined**	**Credit institution liabilities**	**23,900,000.00**
Treasury Account (Cash Reserve and Start Up Loan balance)*	23,738,150.00	Start-Up Loan	1,400,000.00
		Subordinated Loan	22,500,000.00
Accrued interest receivable	to be determined		
TOTALS	**473,900,000.00**		**473,900,000.00**
		Short-term creditors	**to be determined**
		Mortgage Loan interest accrued	To be determined

(Amounts in EUR)

* Assuming that all Fund set-up and Bond issue and admission expenses are met after the Closing Date, as detailed in section 6 of the Securities Note, and that they amount to EUR 538,150.00.

3.2 Description of the entities participating in the issue and of the functions to be performed by them.

(i) EUROPEA DE TITULIZACIÓN is the Management Company that will establish, manage and be the authorised representative of the Fund and takes responsibility for the contents of the Prospectus.

(ii) BANCAJA is the originator of the Mortgage Loan receivables to be assigned to the Fund by issuing the Pass-Through Certificates to be subscribed for by the Fund upon being established, shall be the Lead Manager and the Bond Issue Subscriber

In addition, BANCAJA has structured the financial terms of the Fund and the Bond Issue, accepts the contents of the Securities Note and shall be Fund counterparty under the Start-Up Loan, Subordinated Loan, Mortgage Loan Servicing and Pass-Through Certificate Custody and Financial Intermediation Agreements.

(iii) BANESTO shall be Fund counterparty under the Guaranteed Interest Rate Account (Treasury Account) Agreement and BANCO COOPERATIVO is involved as Bond Issue Paying Agent.

(iv) DELOITTE has audited certain features and attributes of a sample of all of BANCAJA's selected mortgage loans from which the Mortgage Loans will be taken to be assigned to the Fund upon being established.

(v) Fitch and Moody's are the Rating Agencies that have rated the Bond Series, as the case may be.

(vi) GARRIGUES, as independent adviser, has provided legal advice for establishing the Fund and the Bond Issue and has been involved in reviewing this Prospectus, the transaction and financial service agreements referred to herein and the Deed of Constitution.

The description of the institutions referred to in the preceding paragraphs is given in section 5.2 of the Registration Document.

The Management Company represents that the summary descriptions of those agreements, given in the relevant sections of this Prospectus, which it shall enter into for and on behalf of the Fund, include the most substantial and relevant information on each agreement, duly reflect their contents and that no information has been omitted which might affect the contents of the Prospectus.

3.3 Description of the method and date of the sale, transfer, novation or assignment of the assets or of any rights and/or obligations in the assets to the Issuer.

3.3.1 Perfecting the assignment of the Mortgage Loan receivables to the Fund.

The Deed of Constitution shall perfect the issue by BANCAJA of the Pass-Through Certificates which shall be the instruments for assigning the Mortgage Loan receivables effective upon the very date on which the Fund is established, and their subscription by the Fund, represented by the Management Company.

The Pass-Through Certificates will be issued in accordance with the provisions of Act 2/1981, Additional Provision Five of Act 3/1994, as currently worded, Additional Provision One of Royal Decree 716/2009 and other applicable laws.

The Pass-Through Certificates shall be represented by means of a registered multiple certificate which shall contain the minimum data currently provided for in article 29 of Royal Decree 716/2009, as well as the registration particulars of the mortgaged properties securing the Mortgage Loans.

The Pass-Through Certificates may be transferred by a written statement on the very certificate and, in general, by any of the means admitted by Law. Transfer of the Pass-Through Certificate and the new holder's address shall be notified by the transferee to the issuer. They may only be acquired or held by professional investors, and may not be acquired by the unspecialised public.

Both in the event that any Pass-Through Certificate should be substituted, as prescribed in section 2.2.9 of this Building Block, and in the event that the Management Company, acting for and on behalf of the Fund, should proceed to foreclose a Mortgage Loan, as prescribed in section 3.7.2.1.7 of this Building Block, and moreover if upon Early Liquidation of the Fund, in the events and on the terms of section 4.4.3 of the Registration Document, Pass-Through Certificates have to be sold, BANCAJA agrees to split, as the case may be, any multiple certificate into such individual or multiple certificates as may be required, or to substitute or exchange the same for the above purposes.

The multiple certificate representing the Pass-Through Certificates and the multiple or individual certificates, if any, into which the same is split shall be deposited at BANCAJA, and relations between the Fund and BANCAJA shall be governed by the Mortgage Loan Servicing and Pass-Through Certificate Custody Agreement to be entered into between BANCAJA and the Management Company for and on behalf of the Fund. That deposit shall be posted for the benefit of the Fund and BANCAJA shall therefore custody the documents supporting the Pass-Through Certificates deposited, observing the Management Company's instructions.

BANCAJA, as the issuer, shall keep a special book in which it shall enter the Pass-Through Certificates issued and the changes of address notified by Pass-Through Certificate holders, moreover including therein (i) Mortgage Loan origination and maturity dates, initial amount thereof and settlement method; and (ii) the registration particulars of the mortgages securing the Mortgage Loans.

Given that the issue of the Pass-Through Certificates is targeted to an asset securitisation fund, for the purposes of paragraph two of article 32.1 of Royal Decree 716/2009, the issue of the Pass-Through Certificates shall not be subject to a marginal note on each entry of the mortgage underlying each Mortgage Loan in the Land Registry.

The assignment by BANCAJA to the Fund of the Mortgage Loan receivables, upon the Pass-Through Certificates being issued and subscribed for, shall not be notified to the respective Obligors, which notice is not compulsory in order for the assignment to be effective. However, in the event of insolvency, administration by the Bank of Spain, liquidation or substitution of the Originator as Servicer, or because the Management Company deems it reasonably justified, the Management Company may demand the Servicer to notify Obligors (and third-party guarantors and mortgaged property insurers, if any) of the Fund's subscription for the Pass-Through Certificates representing the outstanding Mortgage Loan receivables, and that payments thereunder will only be effective as a discharge if made into the Treasury Account opened in the name of the Fund. However, both in the event of the Servicer failing to notify Obligors (and third-party guarantors and mortgaged property insurers, if any) within five (5) Business Days of receiving the request and in the event of the Servicer becoming insolvent, the Management Company itself shall directly or, as the case may be, through a new Servicer it shall have designated, notify Obligors (and third-party guarantors and mortgaged property insurers, if any).

Similarly and in the same events, the Management Company may request the Servicer to do such things and satisfy such formalities as may be necessary, including third-party notices and entries in the relevant accounting records, in order to guarantee maximum enforceability of the assignment of the Mortgage Loan receivables and collaterals with respect to third parties, all on the terms given in section 3.7.2.1.7 of this Building Block.

3.3.2 Pass-Through Certificate issue and subscription terms.

1. The Mortgage Loan receivables will be fully and unconditionally assigned, perfected upon the Pass-Through Certificates being issued by BANCAJA and subscribed for by the Fund, from the date of establishment and for the entire term remaining until maturity of each Mortgage Loan.

2. The Pass-Through Certificates shall be represented by means of registered certificates as established in section 3.3.1 above.

3. BANCAJA shall, in accordance with article 348 of the Commercial Code and 1529 of the Civil Code, be liable to the Fund for the existence and lawfulness of the Mortgage Loans, and for the personality with which the assignment and issue of the Pass-Through Certificates are made, but shall not be liable for Obligors' creditworthiness.

Moreover, the Originator shall not bear the Mortgage Loan default risk and shall therefore have no liability whatsoever for the Obligors' default of Mortgage Loan principal, interest or any other amount owing by the Obligors. BANCAJA will moreover have no liability whatsoever to directly or indirectly guarantee that the transaction will be properly performed, nor give any guarantees or security, nor indeed agree to replace or repurchase the Pass-Through Certificates, saving as provided for in section 2.2.9 of this Building Block.

4. The Pass-Through Certificates will be issued in respect of 100 percent of the outstanding principal and ordinary and late-payment interest on each of the relevant Mortgage Loans.

   The Pass-Through Certificate rights shall accrue from the date of issue and establishment of the Fund.

5. Specifically, without limitation and for illustrative purposes only, the Pass-Through Certificates shall confer on the Fund as their holder the following rights in relation to each Mortgage Loan:

   a) To receive all Mortgage Loan capital or principal repayment amounts accrued.

   b) To receive all Mortgage Loan principal ordinary interest amounts accrued.

   c) To receive all Mortgage Loan late-payment interest amounts accrued.

   d) To receive any other amounts, real properties, assets, securities or rights received as payment of Mortgage Loan principal, interest or expenses, either in the form of knock-down price or amount determined by a court decision or notarial procedure in enforcing the mortgage or non-mortgage securities or given as payment in kind, on the sale or utilisation of real properties, assets or securities awarded or given as payment in kind or, upon foreclosing, in the administration or interim possession of the real properties, assets or securities in foreclosure proceedings.

   e) To receive all possible Mortgage Loan rights or compensations accruing for the Originator thereunder, including not only those derived from the Mortgage Loan mortgaged property damage insurance contracts, which are also assigned to the Fund, but also those derived from any right collateral to the Mortgage Loans, excluding fees if any established for each Mortgage Loan, which shall remain for the benefit of the Originator.

   Interest shall moreover include interest accrued and not due since the last interest settlement date on each Mortgage Loan, on or before the Pass-Through Certificate issue date and overdue interest, if any (in the case of Mortgage Loans having payments that are one (1) month or less overdue on the date of their assignment to the Fund) on each Mortgage Loan as at that date.

6. Until the execution of the Deed of Constitution, BANCAJA shall be the beneficiary of the damage insurance contracts taken out by Obligors in relation to the properties mortgaged as security for the Mortgage Loans, up to the insured amount.

   BANCAJA shall thereupon perfect the assignment attached to the issue of the Pass-Through Certificates of the rights BANCAJA has as the beneficiary of those damage insurance contracts taken out by the Obligors. As the holder of the Pass-Through Certificates, the Fund shall therefore be entitled to all amounts BANCAJA would have received under these contracts.

7. In the event of Mortgage Loan prepayment upon full or partial capital prepayment, there will be no substitution of the affected Pass-Through Certificates.

8. The Fund's rights under the Pass-Through Certificates shall be linked to the Obligors' payments and shall therefore be directly affected by the evolution, late payments, prepayments or any other incident in connection with the Mortgage Loans.

9. The Fund shall defray any and all expenses or costs resulting for the Originator derived from recovery actions in the event of a breach by the Mortgage Loan Obligors of their obligations, including enforcement proceedings against the same.

10. In the event of the Mortgage Loans or their due dates being renegotiated, subject to the Management Company's consent, for and on behalf of the Fund, the change in the terms shall affect the Fund.

3.3.3 Pass-Through Certificate issue price.

The Pass-Through Certificate issue price shall be at par with the face value of the Mortgage Loan capital. The aggregate amount payable by the Fund represented by the Management Company to BANCAJA for subscribing for the Pass-Through Certificates shall be an amount equivalent to the sum of (i) the face value of the capital or principal outstanding on each Mortgage Loan, and (ii) ordinary interest accrued and not due since the last interest settlement date on each Mortgage Loan, on or before the Pass-Through Certificate issue date and overdue interest, if any (in the case of Mortgage Loans having payments that are one (1) month or less overdue on the date of their assignment to the Fund), on each Mortgage Loan on the Pass-Through Certificate issue date (the "**accrued interest**").

The Management Company shall pay the total Pass-Through Certificate subscription price on behalf of the Fund as follows:

1. The part of the price consisting of the face value of the capital of all the Mortgage Loans, item (i) of paragraph one of this section, shall be paid by the Fund on the Bond Closing Date, for same day value, upon subscription for the Bond Issue being paid up, by means of an instruction given by the Management Company to pay BANCAJA out of the Treasury Account opened on behalf of the Fund. BANCAJA shall receive no interest on the deferment of payment until the Closing Date.

2. The part of the price consisting of interest accrued on each Mortgage Loan, item (ii) of paragraph one of this section, shall be paid by the Fund on each collection date falling on the first interest settlement date of each Mortgage Loan, irrespective of collection of the relevant instalment, and will not be subject to the Priority of Payments.

If the establishment of the Fund and hence subscription for the Pass-Through Certificates should terminate, pursuant to section 4.4.4 (v) of the Registration Document, (i) the Fund's obligation to pay the total Pass-Through Certificate subscription price shall terminate, and (ii) the Management Company shall be obliged to restore to BANCAJA any Mortgage Loan rights whatsoever accrued for the Fund upon subscription for the Pass-Through Certificates.

3.4 Explanation of the flow of funds.

3.4.1 How the cash flow from the assets will meet the Issuer's obligations to holders of the securities.

Mortgage Loan amounts received by the Servicer and owing to the Fund will be paid by the Servicer into the Fund's Treasury Account on the second day after the date on which they are received by the Servicer or the following business day if that is not a business day, for same day value. In this connection, business days shall be taken to be all those that are business days in the Savings Bank sector in the city of Valencia.

The weighted average interest rate of the mortgage loans selected at November 30, 2010, as detailed in section 2.2.2.k) of this Building Block, is 2.52%, which is above the 1.48% weighted average interest rate of the Bonds for the different Accrual Periods that has been presumed for hypothetical purposes in the table contained in section 4.10 of the Securities Note.

Quarterly on each Payment Date Bondholders will be paid interest accrued and principal repayment on the Bonds in each Series on the terms set for each of them and in the Priority of Payments given in section 3.4.6.2 of this Building Block.

3.4.2 Information on any credit enhancement.

3.4.2.1 Description of the credit enhancement.

The following credit enhancement transactions are incorporated to the financial structure of the Fund:

(i) Cash Reserve set up by drawing down the Subordinated Loan.

Mitigates the Mortgage Loan delinquency and default credit risk and the interest rate risk occurring in the Fund because the Mortgage Loans are subject to floating 12-month Euribor interest and have reset and settlement periods differing from the floating interest established for Series A Bonds based on 3-month Euribor with quarterly accrual and settlement periods.

(ii) Treasury Account.

Mitigates the loss of return on the liquidity of the Fund due to the timing difference between daily Mortgage Loan income received and until Bond interest payment and principal repayment on the next succeeding Payment Date.

(iii) Subordination and deferment in interest payment and principal repayment between the Bonds in both Series, derived from their place in the application of the Available Funds as well as the rules for Distribution of Available Funds for Amortisation in the Priority of Payments, or in the application of the Liquidation Available Funds in the Liquidation Priority of Payments, are a means for distinctly hedging the Series.

(iv) As the case may be, the cash collateral amount posted by the Servicer or the credit facility taken out as provided for in section 3.7.2.1.2 of the Building Block mitigates the risk, in the event of insolvency of the Servicer, of the Fund not receiving Mortgage Loan amounts owing to it and paid to the Servicer.

3.4.2.2 Cash Reserve.

The Management Company shall set up a cash reserve on the Closing Date by drawing fully the Subordinated Loan principal and shall subsequently, on each Payment Date, keep the Cash Reserve amount provisioned in the Fund Priority of Payments.

The characteristics of the Cash Reserve shall be as follows:

Cash Reserve amount.

1. The Cash Reserve shall be set up on the Closing Date in an amount equal to EUR twenty-two million five hundred thousand (22,500,000.00) (the "**Cash Reserve**"), equivalent to 5% of the face value of the Bond Issue.

2. Subsequently to being set up, on each Payment Date, the Cash Reserve shall be provisioned at the same amount of EUR twenty-two million five hundred thousand (22,500,000.00) out of the Available Funds in the Fund Priority of Payments.

Yield.

The Cash Reserve amount shall remain credited to the Treasury Account, and will be remunerated on the terms of the Guaranteed Interest Rate Account (Treasury Account) Agreement.

Application.

The Cash Reserve shall be applied on each Payment Date to satisfying Fund payment obligations in the Priority of Payments (1st and 2nd placed obligations) and in the Liquidation Priority of Payments.

3.4.3 Details of any subordinated finance.

3.4.3.1 Subordinated Loan.

The Management Company shall on the date of establishment of the Fund, for and on behalf of the Fund, enter with BANCAJA into an agreement whereby BANCAJA shall grant to the Fund a commercial subordinated loan (the "**Subordinated Loan**") totalling EUR twenty-two million five hundred thousand (22,500,000.00) (the "**Subordinated Loan Agreement**"). The Subordinated Loan amount shall be delivered on the Closing Date and be applied to setting up the Cash Reserve on the terms for which provision is made in section 3.4.2.2 above of this Building Block, although granting of the Loan by no means guarantees performance of the securitised Mortgage Loans.

Subordinated Loan principal shall be repaid on the Final Maturity Date or, as the case may be, on the date on which the Management Company proceeds to Early Liquidation subject to the Liquidation Priority of Payments.

Outstanding Subordinated Loan principal shall earn floating annual nominal interest, determined quarterly for each Interest Accrual Period, which shall be the result of adding: (i) the Reference Rate determined for the Bonds for each Interest Accrual Period, and (ii) a 0.10% margin. This interest will be payable only if the Fund should have sufficient liquidity in the Priority of Payments or in the event of liquidation of the Fund in the Liquidation Priority of Payments. Interest shall be settled and be payable on the expiry date of each Interest Accrual Period on each Payment Date, and shall be calculated based on: (i) the exact number of days in each Interest Accrual Period and (ii) a three-hundred-and-sixty- (360-) day year. The first interest settlement date shall be March 28, 2011, because March 27, 2011 is not a Business Day.

Interest accrued and not paid on a Payment Date shall not be accumulated to Subordinated Loan principal and shall not earn late-payment interest.

All Subordinated Loan interest due and not paid by the Fund because of a shortfall of Available Funds shall be paid on the following Payment Dates on which the Available Funds allow payment in the Priority of Payments. Payment of interest not paid on preceding Payment Dates shall take precedence over Subordinated Loan interest falling due on that Payment Date, in the Priority of Payments or, in the event of liquidation of the Fund, in the Liquidation Priority of Payments.

The Subordinated Loan Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to the Bond Series as final ratings by 2pm (CET) on December 27, 2010.

3.4.3.2 Start-Up Loan.

The Management Company shall on the date of establishment of the Fund, for and on behalf of the Fund, enter with BANCAJA into a commercial loan (the "**Start-Up Loan**") agreement amounting to EUR one million four hundred thousand (1,400,000.00) (the "**Start-Up Loan Agreement**"). The Start-Up Loan amount shall be delivered on the Closing Date and be allocated to financing the Fund set-up and Bond issue and admission expenses, partly financing subscription for the Pass-Through Certificates in an amount equal to the difference between their total capital and the total face amount of the Bond Issue, and to covering the timing difference existing between Mortgage Loan interest collection and Bond interest payment on the first Payment Date.

Outstanding Start-Up Loan principal will accrue floating annual nominal interest, determined quarterly for each Interest Accrual Period, which shall be the result of adding: (i) the Reference Rate determined for the Bonds for each Interest Accrual Period, and (ii) a 0.10% margin. This interest will be payable only if the Fund should have sufficient liquidity in the Priority of Payments or in the event of liquidation of the Fund in the Liquidation Priority of Payments. Interest shall be settled and be payable on the expiry date of each Interest Accrual Period on each Payment Date, and shall be calculated based on: (i) the exact number of days in each Interest Accrual Period, and (ii) a three-hundred-and-sixty- (360-) day year. The first interest settlement date shall be March 28, 2011, because March 27, 2011 is not a Business Day.

Interest accrued and not paid on a Payment Date shall not be accumulated to the Start-Up Loan principal nor earn late-payment interest.

Start-Up Loan Principal will be repaid quarterly, on each Payment Date, in twenty (20) consecutive quarterly instalments in an equal amount the first of which shall be the first Payment Date, March 28, 2011, because March 27, 2011 is not a Business Day, and the following until the Payment Date falling on December 27, 2015, inclusive.

All Start-Up Loan amounts due and not paid by the Fund on a Payment Date because of a shortfall of Available Funds shall be paid on the following Payment Dates on which the Available Funds allow payment in the Priority of Payments. Payment of amounts not paid on preceding Payment Dates shall take precedence over Start-Up Loan amounts falling due on that Payment Date, in the Priority of Payments or, in the event of liquidation of the Fund , in the Liquidation Priority of Payments.

The Start-Up Loan Agreement shall not be terminated upon the establishment of the Fund being terminated in the event that the Rating Agencies should fail to confirm any of the provisional ratings assigned to the Bond Series as final by 2pm (CET) on December 27, 2010, in accordance with the provisions of section 4.4.4.(v) of the Prospectus Registration Document. In that event, the Start-Up Loan shall be used to pay the Fund set-up and Bond issue and admission expenses and all other obligations undertaken by the Management Company, for and on behalf of the Fund, originated upon the Fund being established and which are due and payable, and principal repayment shall be deferred and subordinated to satisfaction of those obligations, out of the Fund's remaining assets.

3.4.3.3 Subordination of Series B Bonds.

Series B Bond interest payment and principal repayment is deferred with respect to Series A Bonds, as provided in the Priority of Payments, in the Distribution of Available Funds for Amortisation and in the Liquidation Priority of Payments.

Sections 4.6.1 and 4.6.2 of the Securities Note detail the order numbers of Bond interest payment and principal repayment in each Series in the priority of payments of the Fund, in the Priority of Payments and in the Liquidation Priority of Payments.

3.4.4 Investment parameters for the investment of temporary liquidity surpluses and parties responsible for such investment.

3.4.4.1 Treasury Account.

The Management Company, for and on behalf of the Fund, and BANESTO shall enter into a guaranteed interest rate account agreement (the "**Guaranteed Interest Rate Account (Treasury Account) Agreement**"), in the presence of BANCAJA, whereby BANESTO will guarantee a certain variable yield on the amounts paid by the Fund through its Management Company into a financial account. The Guaranteed Interest Rate Account (Treasury Account) Agreement shall specifically determine that all amounts received by the Fund will be paid into a financial account in Euros (the "**Treasury Account**") opened at BANESTO, in the name of the Fund by the Management Company, which amounts shall mostly consist of the following items:

(i) cash amount received upon subscription for the Bond Issue being paid up;

(ii) Mortgage Loan principal repaid and interest collected;

(iii) any other Mortgage Loan amounts received owing to the Fund, and on the sale or utilisation of properties, assets or securities awarded, given as payment in kind or in administration and interim possession in foreclosure proceedings;

(iv) Subordinated Loan principal drawn down and the Cash Reserve amount from time to time;

(v) Start-Up Loan principal drawn down;

(vi) the amounts of the returns obtained on Treasury Account balances;

(vii) the amounts, if any, of interim withholdings on the return on investments to be effected on each relevant Payment Date on the Bond interest paid by the Fund, until due for payment to the Tax Administration; and

(viii) as the case may be, the cash collateral amount posted by the Servicer or the amounts drawn on the credit facility taken out as provided for in section 3.7.2.1.2 of the Building Block.

BANESTO shall pay an annual nominal interest rate, floating quarterly and settled monthly, other than for the first interest accrual period, the duration of and the interest settlement for which shall be referred to below in this paragraph, applicable for each interest accrual period to the positive daily balances if any on the Treasury Account, equal to the Bond Reference Rate determined for each Bond Interest Accrual Period. Interest shall be settled on the last day of each calendar month, or, if that is not a Business Day, on the first Business Day of the following month, other than in the month of December when it will be settled on the last Business Day of the month, and shall be calculated based on: (i) the exact number of days in each interest accrual period, and (ii) a three-hundred-and-sixty (360-) day year. The first interest accrual period shall comprise the days elapsed between the date of establishment of the Fund, inclusive, and the first settlement date, December 31, 2010, exclusive.

In the event that the rating of the unsecured and unsubordinated debt obligations of BANESTO or of the institution in which the Treasury Account is opened (the "**Treasury Account Provider**") should, at any time during the life of the Bond Issue, be downgraded below P-1 by Moody's, for the short-term credit rating, or below F1 or A by Fitch, respectively for the short- or long-term credit rating, the Management Company shall within not more than thirty (30) calendar days from the time of the occurrence of any such circumstances do any of the things described hereinafter allowing a suitable level of guarantee to be maintained with respect to the commitments derived from the Guaranteed Interest Rate Account (Treasury Account) Agreement in order for the rating given to the Bonds by the Rating Agencies not to be adversely affected:

a) Obtaining from an institution with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 by Moody's and, if Series A remains in force, with short- and long-term debt obligations rated at least as high as F1 and A by Fitch, an unconditional and irrevocable first demand guarantee securing for the Fund, merely upon the Management Company so requesting, prompt payment by the Treasury Account Provider of its obligation to repay the amounts credited to the Treasury Account, for such time as the Treasury Account Provider's debt obligations remain downgraded below P-1 and/or F1 and/or A as aforesaid.

b) Transferring the Treasury Account to an institution with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 by Moody's and, if Series A remains in force, with short- and long-term debt obligations rated at least as high as F1 and A by Fitch, arranging the highest possible yield for its balances, which may differ from that arranged with the Treasury Account Provider under the Guaranteed Interest Rate Account (Treasury Account) Agreement.

Options a) and b) above are included among Fitch's criteria set out in its report "*Counterparty Criteria for Structured Finance Transactions*", dated October 22, 2009, which may be updated, amended or replaced and is available at www.fitchratings.com. In order to determine the specific characteristics of the measures to be put in place, in accordance with the above options, amendments, updates or replacements of that document shall be taken into account, provided that they observe the laws for the time being in force. In that connection, the assumption is that, even if the Treasury Account Provider should be rated A and F1, if Fitch has publicly announced that either rating is in a "*Rating Watch Negative*" status, the rating of the Treasury Account Provider's debt obligations will also be deemed to be below Fitch's required minimum ratings.

BANCAJA agrees, upon the Management Company's request, provided that its short-term unsecured and unsubordinated debt obligations are rated at least as high as P-1 by Moody's, and, if Series A remains in force, that its short- and long-term debt obligations are rated at least as high as F1 and A by Fitch, to provide the Treasury Account and to be subrogated as the Treasury Account Provider to the Guaranteed Interest Rate Account (Treasury Account) Agreement.

All costs, expenses and taxes incurred in connection with putting in place and arranging the above shall be borne by BANCAJA.

The Treasury Account Provider, forthwith upon a downgrade of its aforementioned credit ratings for its debt obligations, and BANCAJA shall agree to use commercially reasonable efforts in order that the Management Company may do either of a) or b) above.

3.4.5 Collection by the Fund of payments in respect of the assets.

Management of collection by the Fund of payments in respect of the assets is detailed in section 3.7.2.2 of the Building Block.

3.4.6 Order of priority of payments made by the Issuer.

3.4.6.1 Source of funds on the Bond Closing Date and application until the first Payment Date, exclusive.

The source of the amounts available to the Fund on the Closing Date and their application until the first Payment Date, exclusive, shall be as follows:

1. **Source:** the Fund shall have the following funds:
   a) Bond subscription payment.
   b) Drawdown of Start-Up Loan principal.
   c) Drawdown of Subordinated Loan principal.
2. **Application:** in turn, the Fund will apply the funds described above to the following payments:
   a) Payment of the price for subscribing for the Pass-Through Certificates at their face value.
   b) Payment of the Fund set-up and Bond issue and admission expenses.
   c) Setting up the Cash Reserve.

3.4.6.2 Source and application of funds from the Closing Date, exclusive, until the last Payment Date or liquidation of the Fund, exclusive. Priority of Payments.

On each Payment Date, other than the Final Maturity Date or upon Early Liquidation of the Fund, the Management Company shall proceed successively to apply the Available Funds and the Available Funds for Amortisation and in the order of priority of payments given hereinafter for each of them (the "**Priority of Payments**").

3.4.6.2.1 Available Funds: source and application.

1. **Source.**

   The available funds on each Payment Date (the "**Available Funds**") to meet the payment or withholding obligations listed in section 2 below shall be the following amounts credited to the Treasury Account identified as such by the Management Company (based on information received from the Servicer concerning the items applied):

   a) Mortgage Loan principal repayment income received during the Determination Period preceding the relevant Payment Date.

   b) Mortgage Loan ordinary and late-payment interest income received during the Determination Period preceding the relevant Payment Date.

   c) The returns received on amounts credited to the Treasury Account.

   d) The Cash Reserve amount on the Determination Date preceding the relevant Payment Date.

   e) Any other amounts received by the Fund during the Determination Period preceding the relevant Payment Date, including those resulting from the Mortgage Loans upon the sale or utilisation of real properties, assets, securities or rights awarded or given as payment in kind to the Fund.

f) As the case may be and as provided for in section 3.7.2.1.2 of the Building Block, the cash collateral amount posted by the Servicer or the amount drawn on the credit facility taken out or any other collateral, at a sum equal to the Mortgage Loan amount the Servicer shall have received and not paid to the Fund during the Determination Period preceding the relevant Payment Date.

g) The remainder of the Start-Up Loan.

Income under a), b) and e) above received by the Fund and credited to the Treasury Account from the preceding Determination Date, exclusive, until the relevant Payment Date, inclusive, shall not be included in the Available Funds on the relevant Payment Date, and that amount shall remain credited to the Treasury Account, to be included in the Available Funds on the following Payment Date.

2. Application.

The Available Funds shall be applied on each Payment Date to meeting payment or withholding obligations falling due on each Payment Date in the following order of priority, irrespective of the time of accrual, other than the application established in the 1st place, which may be made at any time as and when due:

1. Payment of the Fund's properly supported taxes and ordinary(1) and extraordinary(2) expenses, whether or not they were disbursed by the Management Company, including the management fee due to the latter, and all other expenses and service fees, including those derived from the Paying Agent Agreement. Only expenses prepaid or disbursed on the Fund's behalf by and Mortgage Loan amounts reimbursable to the Servicer, provided they are all properly supported, and the servicing fee in the event that BANCAJA should be substituted as Servicer, shall be made to the Servicer under the Servicing Agreement in this priority. In addition, payment of interest, if any, due on the cash collateral amount posted by the Servicer and not drawn, as provided for in section 3.7.2.1.2 of the Building Block, and (i) repayment of the cash collateral posted by the Servicer and used by the Fund, or (ii) the amount drawn under the credit facility taken out, as provided for in section 3.7.2.1.2 of the Building Block, shall be met in the amount credited by the Servicer to the Fund covering Mortgage Loan amounts previously received and not credited to the Fund.

2. Payment of interest due on Series A Bonds.

3. Withholding of an amount sufficient for the Cash Reserve amount to be maintained.

4. Bond Amortisation Withholding in an amount equivalent to the positive difference, if any, at the Determination Date preceding the relevant Payment Date between (i) the Outstanding Principal Balance of the Bond Issue, and (ii) the Outstanding Balance of Non-Doubtful Mortgage Loans.

   Depending on the liquidity existing on each Payment Date, the amount actually applied to principal Amortisation Withholding shall be included among the Available Funds for Amortisation to be applied in accordance with the rules for Distribution of Available Funds for Amortisation established in section 3.6.2.2 below.

   This withholding shall be deferred to 6th place once Series A Bonds have been fully amortised.

5. Payment of interest due on Series B Bonds.

6. If this withholding is deferred from 4th place in the order of priority as established therein, Bond Amortisation Withholding.

7. Payment of Subordinated Loan interest due.

8. Payment of Start-Up Loan interest due.

9. Repayment of Start-Up Loan principal to the extent amortised.

10. Payment to BANCAJA of the fee established under the Servicing Agreement.

In the event that any other institution should replace BANCAJA as Mortgage Loan Servicer, payment of the servicing fee accrued by the other institution, to wit the new servicer, shall take the place of paragraph 1 above, along with the other payments included therein.

11. Payment of the Financial Intermediation Margin.

When accounts payable for different items exist in a same priority order number on the Payment Date and the Available Funds are not sufficient to settle the amounts due under all of them, the application of the remaining Available Funds shall be prorated among the amounts payable under each such item, and the amount applied to each item shall be distributed in the priority in which the accounts payable fall due.

(1) The following shall be considered ordinary expenses of the Fund:

a) Any expenses deriving from mandatory administrative verifications, registrations and authorisations, other than payment of the Fund set-up and Bond issue and admission expenses.

b) Rating Agency fees for monitoring and maintaining the rating of the Bonds.

c) Expenses relating to keeping the Bond accounting record representing the Bonds by means of book entries, admission to trading in organised secondary markets and maintaining all of the foregoing.

d) Expenses of auditing the annual accounts.

e) Bond amortisation expenses.

f) Expenses deriving from announcements and notices relating to the Fund and/or the Bonds.

The Fund's ordinary expenses in its first year, including the management fee due to the Management Company and those derived from the Paying Agent Agreement, are estimated at around EUR two hundred and twenty-five thousand (225,000.00). Because most of those expenses are directly related to the Outstanding Principal Balance of the Bond Issue and that balance shall fall throughout the life of the Fund, the Fund's ordinary expenses will also fall as time goes by.

(2) The following shall be considered extraordinary expenses of the Fund:

a) Expenses, if any, deriving from preparing and perfecting an amendment of the Deed of Constitution and of the agreements, and from entering into additional agreements.

b) Expenses required to enforce Mortgage Loans and deriving from any recovery actions required.

c) Extraordinary expenses of audits and legal advice.

d) Expenses required to manage, administer, maintain and dispose of or operate real properties, assets, securities or rights awarded to or given as payment in kind on the Mortgage Loans.

e) The remaining amount, if any, of the initial Fund set-up and Bond issue and admission expenses in excess of the Start-Up Loan principal.

f) In general, any other extraordinary expenses or not determined among ordinary expenses required borne by the Fund or by the Management Company for and on behalf of the Fund.

3.4.6.2.2 Available Funds for Amortisation: source and distribution.

1. Source.

On each Payment Date, the Available Funds for amortisation of Series A and B Bond principal shall be the Amortisation Withholding amount actually applied in fourth (4th) place of the order of priority of the Available Funds on the relevant Payment Date or in sixth (6th) place if deferred.

2. Distribution of Available Funds for Amortisation.

The Available Funds for Amortisation shall be sequentially applied firstly to amortising Series A until fully amortised and secondly to amortising Series B until fully amortised.

3.4.6.3 Fund Liquidation Priority of Payments.

The Management Company shall proceed to liquidate the Fund upon the Fund being liquidated on the Final Maturity Date or upon Early Liquidation in accordance with the provisions of sections 4.4.3 and 4.4.4 of the Registration Document, by applying the following available funds (the "**Liquidation Available Funds**"): (i) the Available Funds, (ii) the amounts obtained by the Fund from time to time upon disposing of the Pass-Through Certificates and the remaining assets, and, as the case may be, (iii) the amount drawn under the credit facility or the loan arranged and exclusively used for final amortisation of the Bonds in the Series then outstanding, in accordance with the provisions of section 4.4.3.3.(iii) of the Registration Document, in the following order of priority of payments (the "**Liquidation Priority of Payments**"):

1. Reserve to meet the final tax, administrative or advertising termination and liquidation expenses.[(1)]

2. Payment of the Fund's properly supported taxes and ordinary and extraordinary expenses, whether or not they were disbursed by the Management Company, including the management fee due to the latter, and all other expenses and service fees, including those derived from the Paying Agent Agreement. Only expenses prepaid or disbursed on the Fund's behalf by and Mortgage Loan amounts reimbursable to the Servicer, provided they are all properly supported, and the servicing fee if BANCAJA shall have been replaced as Servicer, shall be made to the Servicer under the Servicing Agreement in this priority. In addition, payment of interest, if any, due on the cash collateral amount posted by the Servicer and not drawn, as provided for in section 3.7.2.1.2 of the Building Block, and (i) repayment of the cash collateral posted by the Servicer and used by the Fund, or (ii) the amount drawn under the credit facility taken out, as provided for in section 3.7.2.1.2 of the Building Block, shall be met in the amount credited by the Servicer to the Fund covering Mortgage Loan amounts previously received and not credited to the Fund.

3. Payment of interest due on Series A Bonds.

4. Repayment of Series A Bond principal.

5. Payment of interest due on Series B Bonds.

6. Repayment of Series B Bond principal.

7. In the event of the credit facility or the loan being arranged as provided for in section 4.4.3.3.(iii) of the Registration Document, payment of financial costs accrued and repayment of principal drawn on the credit facility or the loan arranged.

8. Payment of interest due on the Subordinated Loan.

9. Repayment of Subordinated Loan principal.

10. Payment of Start-Up Loan interest due.

11. Repayment of Start-Up Loan principal

12. Repayment, as the case may be, of the cash collateral posted by the Servicer and not used by the Fund, as established in section 3.7.2.1.2 of the Building Block.

13. Payment to BANCAJA of the fee established under the Servicing Agreement.

    In the event that any other institution should replace BANCAJA as Mortgage Loan Servicer, payment of the servicing fee accrued by the other institution, to wit the new Servicer, shall take the place of paragraph 1 above, along with the other payments included therein.

14. Payment of the Financial Intermediation Margin.

Where payables for different items exist in a same priority order number on the Final Maturity Date or upon Early Liquidation and the Liquidation Available Funds are not sufficient to settle the amounts due under all of them, application of the remaining Liquidation Available Funds shall be prorated among the amounts payable under each such item, and the amount applied to each item shall be distributed in the priority in which the payables fall due.

(1) Reserve set up as a means of assurance in order to allow the payments to be made by the Fund in connection with the expenses occurring upon the Fund terminating as described in section 4.4.4 of the Registration Document.

3.4.6.4 Financial Intermediation Margin.

The Management Company shall, for and on behalf of the Fund, enter with the Originator into a financial intermediation agreement (the "**Financial Intermediation Agreement**") designed to remunerate the Originator for the financial intermediation process carried out, enabling the financial transformation defining the Fund's activity, subscription by the Fund for the Pass-Through Certificates and the rating assigned to the Bond Series.

The Originator shall be entitled to receive from the Fund a variable subordinated remuneration (the "**Financial Intermediation Margin**") which shall be determined and accrue upon expiry of every quarterly period, comprising, other than for the first period, the three calendar months next preceding each Payment Date, in an amount equal to the positive difference, if any, between income and expenditure, including losses brought forward from previous years, if any, accrued by the Fund with reference to its accounts and preceding the close of the last day of the calendar month next preceding each Payment Date.

The Financial Intermediation Margin accrued at the close of the months of February, May, August and November, these being the last calendar month in each quarterly accrual period, shall be settled on the Payment Date next succeeding the last day of each month, provided that the Fund has sufficient liquidity in the Priority of Payments or, as the case may be, in the Liquidation Priority of Payments.

Exceptionally, (i) the first Financial Intermediation Margin accrual period shall be comprised between the date on which the Fund is established and February 28, 2011, both inclusive, which is the last day of the calendar month preceding the first Payment Date, and (ii) the last Financial Intermediation Margin accrual period shall comprise a) until the Final Maturity Date or the date on which Fund liquidation concludes, as provided for in sections 4.4.3 and 4.4.4 of the Registration Document, b) from the last day in the calendar month preceding the Payment Date before the date referred to in a), including a) but not including b). The first Financial Intermediation Margin settlement date shall be the first Payment Date, March 28, 2011, because March 27, 2011 is not a Business Day.

If the Fund should not have sufficient liquidity on a Payment Date in the Priority of Payments to pay the full Financial Intermediation Margin, the unpaid amount due shall accumulate without any penalty whatsoever on the Financial Intermediation Margin accrued, as the case may be, in the following quarterly period and shall be paid on the following Payment Dates on which the Available Funds allow payment in the Priority of Payments or, in the event of liquidation of the Fund, in the Liquidation Priority of Payments. Financial Intermediation Margin amounts not paid on preceding Payment Dates shall be paid with priority over the Financial Intermediation Margin amount payable on the relevant Payment Date.

The Financial Intermediation Agreement shall be fully terminated in the event that the Rating Agencies should not confirm any of the provisional ratings assigned to the Bond Series as final by 2pm (CET) on December 27, 2010.

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

3.4.7.1 **Bond Issue Paying Agent.**

The Management Company shall, for and on behalf of the Fund, enter with BANCO COOPERATIVO into a paying agent agreement to service the Bond Issue (the "**Paying Agent Agreement**").

The obligations to be taken on by BANCO COOPERATIVO (the "**Paying Agent**") under this Paying Agent Agreement are summarily as follows:

(i) On each Bond Payment Date, paying Bond interest and, as the case may be, repaying Bond principal through Iberclear, after deducting the total amount of the interim tax withholding for return on investments to be made by the Management Company, on the Fund's behalf, in accordance with applicable tax laws, out of the paying agent account (the "**Paying Agent Account**") to be opened by the Management Company, for and on behalf of the Fund, at BANCO COOPERATIVO and which it shall credit, on the Business Day preceding each Payment Date, with the total interest payment and principal repayment amount of the Bonds in each Series on that Payment Date.

(ii) On each Interest Rate Fixing Date, notifying the Management Company of the Reference Rate determined to be used as the basis for the Management Company to calculate the Nominal Interest Rate applicable to each Bond Series.

In the event that the rating of the Paying Agent's unsecured and unsubordinated debt obligations should, at any time during the life of the Bond Issue, be downgraded below P-1 by Moody's, for the short-term credit rating, or at any time during the life of Series A Bonds below F1 or A by Fitch, respectively for the short- or long-term credit rating, the Management Company shall within not more than thirty (30) calendar days from the time of the occurrence of any such circumstances do any of the things described hereinafter in order for the rating given to the Bonds by the Rating Agencies not to be adversely affected:

a) Obtaining from an institution with unsecured and unsubordinated debt obligations rated at least as high as P-1 in the short-term by Moody's and, if Series A remains in force, F1 and A by Fitch respectively in the short- and long-term, an unconditional and irrevocable first demand guarantee securing for the Fund, merely upon the Management Company so requesting, payment of the commitments made by the Paying Agent, for such time as the Paying Agent's debt obligations remain downgraded below P-1 and/or F1 and/or A as aforesaid.

b) Revoking the Paying Agent's designation and thereupon designating another institution with unsecured and unsubordinated debt obligations rated at least as high as P-1 by Moody's and, if Series A remains in force, F1 and A by Fitch respectively in the short- and long-term, to take its place before terminating the Paying Agent Agreement or as the case may be under a new paying agent agreement.

In that connection, the assumption is that, even if the Paying Agent should be rated A and F1, if Fitch has publicly announced that either rating is in a "*Rating Watch Negative*" status, the rating of the Paying Agent's debt obligations will also be deemed to be below Fitch's required minimum ratings. Should the Paying Agent be replaced, the Management Company shall be entitled to change the fee payable to the substitute institution, which may be higher than that established under the original Paying Agent Agreement.

All costs, expenses and taxes incurred in connection with doing and arranging the above shall be borne by BANCAJA.

The Paying Agent, forthwith upon a downgrade of the credit ratings for its debt obligations, and BANCAJA shall agree to use commercially reasonable efforts in order that the Management Company may do either of a) or b) above.

In consideration of the services provided by the Paying Agent, the Fund shall pay the Paying Agent on each Payment Date a fee of EUR one thousand five hundred (1,500), exclusive of taxes as the case may be. This fee shall be payable provided that the Fund has sufficient liquidity and in the Priority of Payments or in the event of liquidation of the Fund in the Liquidation Priority of Payments.

In the event that, in the Priority of Payments, the Fund should not have sufficient liquidity to pay said full fee, then the amounts accrued and not paid shall be accumulated without any penalty whatsoever to the fee falling due on the following Payment Date, unless that absence of liquidity should continue, in which case the amounts due shall build up until fully paid on the Payment Date on which they are settled, in the Priority of Payments or, in the event of liquidation of the Fund, in the Liquidation Priority of Payments.

BANCAJA agrees, upon the Management Company's request, provided that its unsecured and unsubordinated debt obligations are rated at least as high as P-1 by Moody's in the short term and, if

Series A remains in force, F1 and A by Fitch respectively in the short- and long-term, to take over as Paying Agent.

The Paying Agent Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to the Bond Series as final ratings by 2pm (CET) on December 27, 2010.

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

The originator and assignor of the Mortgage Loans securitised is CAJA DE AHORROS DE VALENCIA, CASTELLÓN Y ALICANTE, BANCAJA.

Registered office: Caballeros, 2, 12001 Castellón (Spain).

Principal place of business: Pintor Sorolla, 8, 46002 Valencia (Spain).

Significant economic activities of BANCAJA.

BANCAJA, a financial Group, is mainly in the banking business though it has interests in the field of insurance, unit trust and pension fund management, stock broking, real estate development, asset management and broking in major cash, capital and currency markets.

The following is consolidated financial information at September 30, 2010, December 31, 2009 and December 31, 2008 and how the latter two dates compare. Both the financial information at December 31, 2009 and the financial information at December 31, 2008 have been audited. The information has been prepared in accordance with Bank of Spain Circular 4/2004, and including the changes made thereto by Circular 6/2008.

	30.09.2010	**31.12.2009** (A)	**31.12.2008** (B)	Year-On-Year Change ?% ((A)-(B))/(B)
BALANCE SHEET (EUR thousand)				
Total Assets	112,026,777	111,459,177	106,650,580	4.51
Total Assets exsecuritisation*	113,429,762	113,012,812	108,537,772	4.12
Average Total Assets	111,164,455	109,560,070	102,633,129	6.75
Gross Customer Credit	83,519,300	82,951,512	85,576,588	-3.07
Gross Customer Credit exsecuritisation*	84,922,285	84,505,147	87,463,780	-3.38
Funds Managed	93,243,308	95,402,890	88,021,791	8.39
Balance Sheet External Funds	85,159,023	87,144,371	79,425,311	9.72
Other Funds Managed (1)	8,084,285	8,258,519	8,596,480	-3.93
Turnover	176,762,608	178,354,402	173,598,379	2.74
Turnover exsecuritisation*	178,165,593	179,908,037	175,485,571	2.52
Equity	4,005,934	3,907,130	3,753,174	4.10
PROFIT AND LOSS ACCOUNT (EUR thousand)				
Intermediation margin	1,245,267	1,324,349	1,441,080	-8.10
Gross margin	1,937,075	2,293,427	2,178,526	5.27
Operating profit or loss	424,367	407,975	518,103	-21.26
Pre-tax profit	315,549	371,215	533,513	-30.42
After-tax profit	251,697	370,383	499,490	-25.85
Net Profit attributed to the Group	170,135	251,123	345,629	-27.34
RATIOS				
Delinquency Rate	5.41%	4.59%	4.05%	
Mortgage Delinquency Rate	5.38%	4.57%	4.56%	
Mortgage Delinquency Coverage Ratio	43.20%	54.49%	58.24%	
Efficiency Ratio (2)	33.06%	36.98%	39.24%	
Capital Ratio	11.70%	12.32%	11.09%	
TIER I	8.03%	8.09%	7.52%	
Core Capital	7.15%	7.02%	6.37%	
ROE (3)	5.75%	6.50%	9.43%	
ROA (4)	0.30%	0.34%	0.49%	

	30.09.2010	31.12.2009 (A)	31.12.2008 (B)	Year-On-Year Change ?% ((A)-(B))/(B)
BRANCHES AND EMPLOYEES				
Branches [5]	1,566	1,578	1,591	-0.82
Employees [5]	8,090	8,148	8,193	-0.55

* Includes the outstanding balance of assets securitised before 01/01/2004.

(1) Investment Trusts, Pension Schemes, Technical Insurance Reserves and Asset Management.
(2) Equivalent to Efficiency Ratio plus amortisation and depreciation.
(3) Yearly profit attributed to the Group/Average Equity.
(4) Yearly profit after tax/ Average Total Assets.
(5) Branches and employees related to the banking business; excludes representation offices.

On June 14, 2010, BANCAJA's Board of Directors approved a consolidation protocol laying down the terms for setting up a contractual group (the "**Group**") between BANCAJA, CAJA MADRID, Caja Insular de Ahorros de Canarias, Caja de Ahorros y Monte de Piedad de Ávila, Caixa d'Estalvis Laietana, Caja de Ahorros y Monte de Piedad de Segovia and Caja de Ahorros de La Rioja (the "**Savings Banks**") whereby the Savings Banks: (a) decided to consolidate part of their businesses and services in which they had interests in common, including protection against the liquidity and insolvency risk; and (b) centralised their business strategies and policies, contemporaneously safeguarding their individual institutional identity through an Institutional Protection System ("SIP").

On July 29, 2010, the Savings Banks' Boards of Directors approved a Consolidation Agreement laying down the aforementioned terms of the protocol (the "**Consolidation Agreement**") and on September 14, 2010, the Savings Banks' General Assemblies approved the aforesaid Consolidation Agreement.

On December 3, 2010, after securing all necessary authorisations, the Savings Banks incorporated Banco Financiero y de Ahorros, S.A. (the "**Bank**" or the "**Central Company**") as the central company for the SIP and acknowledged that all conditions precedent provided for in the Consolidation Agreement had been satisfied. Therefore, the Consolidation Agreement entered into force on December 3, 2010, and the Bank formally adhered to this agreement.

The following will now be succinctly set out: (1) the basic contents of the Consolidation Agreement; (2) the most relevant information about the Bank; and (3) the details as to the issue of the convertible preference units to be subscribed for by the Orderly Bank Restructuring Fund ("FROB").

1. The object of the Consolidation Agreement is for the Group to be set up as a consolidated organisation, eligible for consolidation as a group from an accounting and regulatory standpoint. In this connection, the following are the Group's core structural elements: (a) establishing a central governing entity (the Central Company); (b) arranging for wide-ranging financial consolidation, and (c) putting in place an advanced functional consolidation programme, albeit at all times preserving the Savings Banks' legal personality and territorial identity, the Savings Banks retaining their territorial retail banking business management powers within the framework of the Group's policies, also with respect to charitable activity.

The Central Company's seat and the address of the Group's affiliated companies is in Valencia. For its part, the Central Company's principal place of business is in Madrid.

The financial consolidation objective is for the Group, managed by the Central Company, to be viewed by regulators and markets alike as a single entity and an only risk. Three financial consolidation mechanisms are provided for in the Consolidation Agreement: (i) mutual backing system (reciprocal financial assistance obligation in the form of an assurance of solvency and liquidity between the Group members, totalling up to their entire equity), (ii) a global cash system (centralised cash management in order for the Group to have an aggregate liquidity position, access financial markets in a unified manner and act as a single entity with respect to the Eurosystem and other financial institutions), and (iii) mutual profit-or-loss-sharing system (with the Savings Banks mutualising 100% of the profit or loss obtained by each of them starting on January 1, 2011 and the Central Company taking on the obligation to pay for any losses resulting from operation of the business deriving from assets and liabilities not contributed).

The Savings Banks' functional consolidation has a threefold dimension: (A) centralising policies (the Savings Banks shall submit in carrying on their business to the strategies and policies established for the Group by the Central Company to the extent of its authorities); (B) trading and technological consolidation (the Savings Banks shall centralise at the Central Company, directly or indirectly, within the timeline set down in the strategic plan the administrative management and operating back-office procedures, product factory, purchasing centre, overall Group cash and capitals market, corporate legal and tax department, general control and management information, internal audit and regulatory compliance, analysis and study service and IT systems); and (C) pooling and developing business (the Savings Banks have agreed to pool, by contributing to the Central Company on such terms as may be detailed in the strategic plan, all the business they currently manage, directly or indirectly, with the exception of retail business in their natural territories, non-profit pawnshop institutions (Montes de Piedad), charitable and cultural activity and certain investee companies, such as mutual guarantee companies especially linked to a Savings Bank's natural territory or regional development companies).

2. The Bank has been incorporated with an initial share capital of EUR 18,040,000 divided into 18,040,000 registered shares having a unit face value of one Euro, fully subscribed for and paid up by the Savings Banks in the following proportion:

CAJA MADRID	52.06%
BANCAJA	37.70%
CAJA INSULAR DE CANARIAS	2.45%
CAJA DE ÁVILA	2.33%
CAIXA LAIETANA	2.11%
CAJA SEGOVIA	2.01%
CAJA RIOJA	1.34%

In addition, pursuant to a resolution adopted on December 3, 2010 by the Central Company's General Shareholders Meeting, the Savings Banks have subscribed for a capital increase involving a non-monetary contribution totalling EUR 11,405,000,000 in proportion to their percentage interest in the Bank, matching the Mutualisation Right value. Subsequently, and in accordance with the Consolidation Agreement and the schedule laid down for that purpose, assets and liabilities will be contributed in due course by the Savings Banks by means of corporate split-offs or similar transactions.

In order for resolutions to be adopted at the Bank's General Meeting, the Savings Banks shall have the voting rights in which they are vested having regard to their interest in the share capital, there being Privileged Business of the Meeting which shall require the vote for of shareholders representing at least 75% of the total voting rights in the Central Company and Especially Privileged Business of the Meeting which shall require the vote for of shareholders representing at least 93% of the total voting rights in the Central Company.

As for the Bank's Board of Directors, it has a membership of 21. The adoption of ordinary resolutions by the Bank's Board of Directors shall require an absolute majority of the directors present personally or by proxy at the meeting. The Central Company's resolutions in matters that are Privileged Business of the Board shall require the vote for of at least 16 directors.

3. The FROB's Steering Committee resolved that the Savings Banks' consolidation process should be accorded financial support by undertaking to subscribe for convertible preferred units totalling MEUR 4,465 (the "PPC").

The Bank's General Meeting held as a universal meeting on December 3, 2010 approved the issue of the PPC, to be exclusively subscribed for and paid up by the FROB.

The main terms of the issue of the PPC derive from the Resolution of the FROB's Steering Committee dated July 27, 2010 setting out in detail the criteria and terms on which the FROB's actions are to be governed in processes for the consolidation or recapitalisation of credit institutions provided for in articles 9 and 10 of Royal Decree-Act 9/2009, June 26, on banking restructuring and reinforcing the equity of credit institutions.

At the registration date of this Prospectus at the CNMV there can be no anticipating the effect, if any, of the establishment of the Group in the agreements and arrangements to which BANCAJA is a party in relation to the Fund and the Mortgage Loans. In addition, there can be no anticipating the impact if any of setting up the Group on the ratings accorded by the Rating Agencies to the Originator.

3.6 Return on and/or repayment of the securities linked to others which are not assets of the issuer.

Not applicable.

3.7 Administrator, calculation agent or equivalent.

3.7.1 Management, administration and representation of the Fund and of the holders of the securities.

The Management Company, EUROPEA DE TITULIZACIÓN, S.A., shall be responsible for managing and being the authorised representative of the Fund, on the terms set in Royal Decree 926/1998, Act 19/1992, failing a provision in Royal Decree 926/1998 and to the extent applicable, and other applicable laws, and on the terms of the Deed of Constitution and the Prospectus.

The Management Company shall discharge for the Fund the functions attributed to it in Royal Decree 926/1998.

It is also the Management Company's duty, as the manager of third-party portfolios, to represent and enforce the interests of the holders of the Bonds issued by the Fund and of all its other ordinary creditors. Consequently, the Management Company shall make its actions conditional on their protection and observe the provisions established for that purpose from time to time. Bondholders and all other ordinary creditors of the Fund shall have no recourse against the Fund Management Company, other than for a breach of its duties or failure to observe the provisions of the Deed of Constitution and the Prospectus.

3.7.1.2 Administration and representation of the Fund.

The Management Company's obligations and actions in fulfilment of its duty to manage and be the authorised representative of the Fund are the following, for illustrative purposes only and without prejudice to any other actions provided in this Prospectus:

(i) Keeping the Fund's accounts duly separate from the Management Company's own, rendering accounts and satisfying tax and any other statutory obligations of the Fund.

(ii) Making such decisions as may be appropriate in connection with liquidation of the Fund, including the decision to proceed to Early Liquidation of the Fund and Early Amortisation of the Bond Issue, in accordance with the provisions of the Deed of Constitution and this Prospectus. Moreover, making all appropriate decisions in the event of the establishment of the Fund terminating.

(iii) Complying with its formal, documentary and reporting duties to the CNMV, the Rating Agencies and any other supervisory body.

(iv) Appointing and, as the case may be, replacing and dismissing the auditor who is to review and audit the Fund's annual accounts.

(v) Providing Bondholders, the CNMV and the Rating Agencies with all such information and notices as may be prescribed by the laws in force for the time being and specifically as established in the Deed of Constitution and in this Prospectus.

(vi) Complying with the calculation duties provided for and taking the actions laid down in the Deed of Constitution, in this Prospectus and in the various Fund transaction agreements or in such others as the Management Company may enter into in due course for and on behalf of the Fund.

(vii) The Management Company may extend or amend the agreements entered into on behalf of the Fund, substitute, as the case may be, each of the Fund service providers on the terms provided for in each agreement, and indeed, if necessary, enter into additional agreements, including a credit facility or loan agreement in the event of Early Liquidation of the Fund. In any event, those actions shall require that the Management Company notify and first secure the authorisation, if necessary, of the CNMV or competent administrative body and notify the Rating Agencies, and provided that such actions are not detrimental to the rating assigned to the Bonds by the Rating Agencies. In addition, the Management Company may amend the Deed of Constitution, on the terms laid down in article 7 of Act 19/1992, set out in section 4.4.1 of the Registration Document. The Deed of Constitution or the agreements may also be corrected upon a request by the CNMV.

(viii) Exercising the rights attaching to the ownership of the Pass-Through Certificates acquired by the Fund and, in general, carrying out all such acts of administration and disposition as may be required for properly managing and being the authorised representative of the Fund.

(ix) Checking that the Mortgage Loan income amount actually received by the Fund matches the amounts that must be received by the Fund, on the Pass-Through Certificate issue terms and on the relevant Mortgage Loan terms, and that the Mortgage Loan amounts receivable are provided by the Servicer to the Fund within the time-periods and on the terms provided for under the Servicing Agreement.

(x) Determining on each Interest Rate Fixing Date and for each Interest Accrual Period thereafter, the Nominal Interest Rate to be applied for each Bond Series and calculating and settling the accrued interest amounts payable on each Payment Date.

(xi) Calculating and determining on each Determination Date the principal to be amortised and repaid on each Bond Series on the relevant Payment Date.

(xii) Determining the interest rate applicable to each of the relevant borrowing and lending transactions and calculating and settling the interest and fee amounts receivable and payable by the Fund under the same, and the fees payable for the various financial services arranged for.

(xiii) Taking the actions for which provision is made in relation to the debt ratings or the financial position of the Fund counterparties in the financial and service provision agreements listed in section 3.2 of this Building Block.

(xiv) Watching that the amounts credited to the Treasury Account return the yield set in the Agreement.

(xv) Calculating the Available Funds, the Available Funds for Amortisation, the Liquidation Available Funds and the payment or withholding obligations to be complied with, and applying the same in the Priority of Payments or the Liquidation Priority of Payments, as the case may be.

(xvi) Instructing transfers of funds between the various borrowing and lending accounts, and issuing all relevant payment instructions, including those allocated to servicing the Bonds.

3.7.1.3 Resignation and substitution of the Management Company.

The Management Company shall be substituted in managing and representing the Fund, in accordance with articles 18 and 19 of Royal Decree 926/1998 set forth hereinafter and with subsequent rules statutorily established in that connection.

Resignation.

(i) The Management Company may resign its management and authorised representative duties with respect to all or part of the funds managed whenever it deems this fit, applying to be substituted in a letter addressed to the CNMV, including a designation of the substitute management company. That letter shall enclose a letter from the new management company, declaring its willingness to take over that function and applying for the appropriate authorisation.

(ii) The CNMV's substitution authorisation shall be subject to meeting of the following requirements:

(a) The substituted Management Company's delivery of the accounting records and data files to the new management company. That delivery will only be taken to have been made when the new management company is able to fully take over its function and that circumstance is notified to the CNMV.

(b) The rating accorded to the Bonds by the Rating Agencies should not fall as a result of the proposed substitution.

(iii) The Management Company may in no event resign its duties until and unless all requirements and formalities have been complied with in order for its substitute to take over its duties.

(iv) The substitution expenses originated shall be borne by the resigning Management Company and may in no event be passed on to the Fund.

(v) The substitution shall be published within fifteen days by means of a notice inserted in two nationwide newspapers and in the bulletin of the organised secondary market where the Bonds issued by the Fund are listed. Furthermore, the Management Company shall notify the Rating Agencies of that substitution.

Forced substitution.

(i) In the event that the Management Company should be adjudged insolvent or have its licence to operate as a securitisation fund management company revoked by the CNMV, it shall find a substitute management company, in accordance with the provisions of the foregoing section.

(ii) In the event for which provision is made in the preceding section, if four months should have elapsed from the occurrence determining the substitution and no new management company should have been found willing to take over management, there shall be Early Liquidation of the Fund and Early Amortisation of the Bond Issue, in accordance with the provisions of this Prospectus and of the Deed of Constitution.

The Management Company agrees to execute such public and private documents as may be necessary for it to be substituted by another management company, in accordance with the system for which provision is made in the preceding paragraphs of this section. The substitute management company shall be substituted in the Management Company's rights and duties under this Prospectus. Furthermore, the Management Company shall hand to the substitute management company such accounting records and data files as it may have to hand in connection with the Fund.

3.7.1.4 Subcontracting.

The Management Company shall be entitled to subcontract or subdelegate to solvent and reputable third parties the provision of any of the services it has to provide as the manager and authorised representative of the Fund, as established in this Prospectus, provided that the subcontractor or delegated party waives the right to take any action holding the Fund liable. In any event, subcontracting or delegating any service (i) may not result in an additional cost or expense for the Fund, (ii) shall have to be legally possible, (iii) shall not result in the rating accorded to the Bond Series by the Rating Agencies being downgraded, and (iv) shall be notified to, and, where statutorily required, will first be authorised by, the CNMV. Notwithstanding any subcontracting or subdelegation, the Management Company shall not be exonerated or released, under that subcontract or subdelegation, from any of the liabilities undertaken in this Prospectus which may be legally attributed or ascribed to it.

3.7.1.5 Management Company's remuneration.

In consideration of the functions to be discharged by the Management Company, the Fund will pay it a management fee consisting of:

(i) An initial fee which shall accrue upon the Fund being established and be payable on the Closing Date.

(ii) A periodic fee which shall accrue daily from the establishment of the Fund until it terminates and shall be settled and paid by Interest Accrual Periods in arrears on each Payment Date subject to the Priority of Payments or, in the event of liquidation of the Fund, the Liquidation Priority of Payments, consisting of (i) a fixed amount and (ii) a variable part on the Outstanding Principal Balance of the Bond Issue on the Determination Date preceding the relevant Payment Date.

If on a Payment Date, in the Priority of Payments, the Fund should not have sufficient liquidity to settle the periodic fee in full, the amount due shall accrue interest equal to the Bond Reference Rate for the relevant Interest Accrual Period. The unpaid amount and interest due shall build up for payment on the relevant fee payable on the following Payment Date, unless that absence of liquidity should continue, in which case the amounts due and interest thereon shall build up until paid in full, in the Priority of Payments or, in the event of liquidation of the Fund, in the Liquidation Priority of Payments..

3.7.2 Servicing and custody of the securitised assets.

BANCAJA, Originator of the Mortgage Loan receivables by issuing the Pass-Through Certificates to be subscribed for by the Fund, as established in article 2.2.b) of Royal Decree 926/1998 and article 26.3 of Royal Decree 716/2009, shall continue as attorney for the Management Company to be responsible for servicing and managing the Mortgage Loans, and relations between BANCAJA and the Fund, represented by the Management Company, shall be governed by the Mortgage Loan Servicing and Pass-Through Certificate supporting document custody Agreement (the "**Servicing Agreement**") in relation to custody and servicing of the Mortgage Loans and custody of the Pass-Through Certificates.

BANCAJA (the "**Servicer**" under the Servicing Agreement) shall accept the appointment received from the Management Company and thereby agrees as follows:

(i) To be custodian and servicer of the Mortgage Loans assigned to the Fund subject to the system terms and ordinary servicing and management procedures established in the Servicing Agreement.

(ii) To continue servicing the Mortgage Loans, devoting the same time and efforts to them as it would devote and use to service its own mortgage loans and in any event on the terms for which provision is made in the Servicing Agreement.

(iii) That the procedures it applies and will apply for servicing and management of the Mortgage Loans are and will continue to be in accordance with the laws and statutory regulations in force applicable thereto.

(iv) To full faithfully observe the instructions issued by the Management Company.

(v) To pay the Fund damages and losses resulting from a breach of the obligations undertaken, although the Servicer shall not be liable for actions put in place on the Management Company's instructions.

In any event, the Servicer waives the privileges and authorities conferred on it by law as the manager of collections for the Fund, Mortgage Loan servicer and custodian of the relevant agreements, and in particular those for which provision is made in articles 1730 and 1780 of the Civil Code and 276 of the Commercial Code.

The most relevant terms of the Servicing Agreement are given hereinafter in the following paragraphs of this section.

3.7.2.1 Ordinary system and procedures for servicing and managing the Mortgage Loans.

1. Custody of deeds, policies, agreements, documents and files.

The Servicer shall keep all deeds, documents and data files relating to the Mortgage Loans and copies of the mortgaged property damage insurance policies under safe custody and shall not give up their possession, custody or control other than with the Management Company's prior written consent for it to do so, unless a document should be required to institute proceedings to claim a Mortgage Loan, or any other competent authority should so require informing the Management Company.

The Servicer shall at all times allow the Management Company or the Fund auditors or other advisers duly authorised thereby reasonable access to the aforesaid deeds, policies, documents and records. Furthermore, whenever required to do so by the Management Company, it shall provide within two (2) Business Days of that request and clear of expenses, a copy or photocopy of any such deeds, policies and documents.

2. Collection management.

The Servicer shall continue managing collection of all Mortgage Loan amounts payable by the Obligors and any other item including under the damage insurance contracts of the properties mortgaged as security for the Mortgage Loans. The Servicer shall use all reasonable efforts for payments to be made by the Obligors to be collected in accordance with the contractual terms and conditions of the Mortgage Loans.

Mortgage Loan amounts received by the Servicer owing to the Fund shall be paid by the Servicer into the Fund's Treasury Account on the second day after the date on which they were received by the Servicer, or the following business day, for same day value, if that is not a business day. In this connection, business days shall be taken to be all those that are business days in the Savings Bank sector in the capital city of Valencia.

The Servicer shall at no event pay to the Fund any Mortgage Loan payment amount whatsoever not previously received from the Obligors.

In accordance with Fitch's criteria set out in its document "Counterparty Risk Criteria for Structured Finance Transactions", dated October 22, 2009, which may be updated, amended or replaced, in the event that the rating of the Servicer's long- and short-term unsecured and unsubordinated debt obligations should be downgraded respectively below A and F1 during the life of Series A Bonds, the Management Company shall, within not more than fourteen (14) calendar days from the time of the occurrence of that circumstance, request the Servicer (i) to notify Obligors that Mortgage Loan payments should be made into the Treasury Account opened in the name of the Fund or (ii) that cash collateral or any other security be posted or provided in favour of the Fund at or by an institution with long- and short-term debt obligations respectively rated at least as high as A and F1 by Fitch, based on the aforementioned criteria established by Fitch. In that connection, the assumption is that, even if the Servicer's long- and short-term debt obligations should be rated A and F1, if Fitch has publicly announced that either rating is in a "*Rating Watch Negative*" status, the Servicer's rating will also be deemed to be below Fitch's required minimum ratings. In order to determine the specific characteristics of the measures to be put in place, in accordance with the above options, amendments, updates or replacements of that Fitch document shall be taken into account, provided that they observe the laws for the time being in force.

Given that the Servicer's long- and short-term debt obligations are respectively rated BBB and F3 by Fitch on the registration date of this Prospectus at the CNMV, BANCAJA shall on the Closing Date post cash collateral in Euros in the Fund's Treasury Account in an amount which shall be equal to 1.5 times the estimated aggregate amount of the first instalment amounts payable by the Obligors of each Mortgage Loan due after the calculation date of that amount, calculated based on the following Mortgage Loan assumptions: (i) a 0.00% delinquency rate and (ii) a 10.00% Constant Prepayment Rate (CPR) per annum. That amount shall be calculated and notified to BANCAJA by the Management Company between the 25th and the 31st of each month. Exceptionally, the first calculation and notice to BANCAJA shall be made and given by the Management Company on the Business Day preceding the Closing Date.

In the event of the Servicer's long-term debit obligations being downgraded below Baa3 by Moody's, the Servicer will:

(i) post cash collateral for the benefit of the Fund with an institution with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 by Moody's, or

(ii) arrange an unconditional irrevocable credit facility upon the Management Company's first demand with an institution with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 by Moody's.

The cash collateral amount or the maximum limit of the credit facility arranged shall be equivalent to the estimated aggregate amount of Mortgage Loan repayment and interest instalments during the calendar month with the highest amount from the date of downgrade below Baa3 by Moody's, calculated assuming that the Mortgage Loan delinquency rate should be 0.00% and the CPR should be 10.00%.

The Management Company, on behalf of the Fund, may only draw on those cash collaterals or the credit facility or any other collateral the Mortgage Loan amounts, if any, it shall not receive owing to the Fund and received by the Servicer and not paid into the Fund and that amount shall be part of the Available Funds in accordance with section 3.4.6.2.1.1.f) of the Building Block.

In the first (1st) place in the Priority of Payments and in the second (2nd) place in the Liquidation Priority of Payments payment shall be made of interest, if any, due on the cash collateral amount posted by the Servicer and not drawn, and (i) repayment of the cash collateral posted by the Servicer and used by the Fund, or (ii) the amount drawn under the credit facility taken out, shall be met in the amount credited by the Servicer to the Fund covering Mortgage Loan amounts previously received and not credited to the Fund.

All costs, expenses and taxes incurred in connection with doing and arranging the above shall be borne by the Servicer.

The Servicer shall do any of the above in the event that the Servicer's unsecured and unsubordinated debt obligations should not be rated by Moody's or Fitch.

3. **Fixing the interest rate.**

Because the Mortgage Loan interest rate floats, the Servicer shall continue fixing the interest rates applicable in each interest period as established in the respective Mortgage Loan agreements, submitting such communications and notices as may be established therein.

4. **Information.**

The Servicer shall regularly communicate to the Management Company the information relating to the individual characteristics of each Mortgage Loan, to fulfilment by Obligors of their Mortgage Loan obligations, to delinquency status and ensuing changes in the characteristics of the Mortgage Loans, and to actions to demand payment in the event of late payment, court actions and auction of real properties or assets, the foregoing using the procedures and timing established in the Servicing Agreement.

In addition, the Servicer shall prepare and hand to the Management Company such additional information relating to the Mortgage Loans or the rights attaching thereto as the Management Company may reasonably request, and in particular the documents required for the Management Company, as the case may be, to bring legal actions.

5. **Mortgage Loan subrogation.**

The Servicer shall be authorised to permit substitutions in the Obligor's position under the Mortgage Loan agreements, exclusively where the new Obligor's characteristics are not less creditworthy than those of the former Obligor and those characteristics observe the mortgage lending policies described in section 2.2.7 of this Building Block, and further provided that the expenses derived from that change are fully borne by the Obligors. The Management Company may fully or partially limit this authority of the Servicer or set conditions therefor, in the event that those substitutions might adversely affect the ratings accorded to the Bonds by the Rating Agencies.

The mortgagor may apply for subrogation to the Servicer in connection with the Mortgage Loans pursuant to Act 2/1994. Subrogation of a new creditor under the Mortgage Loan and the ensuing payment of the amount due shall, as the case may be, result in prepayment of the Mortgage Loan and early amortisation of the respective Pass-Through Certificate.

6. Authorities and actions in relation to Mortgage Loan renegotiation procedures.

The Servicer may not voluntarily cancel the Mortgage Loans or their mortgages or security arrangements for any reason other than payment of the Mortgage Loan, relinquish or settle in regard thereto, forgive the Mortgage Loans in full or in part or extend the same, or in general do anything that may diminish the legal effectiveness, ranking or economic value of the Mortgage Loans or of the mortgages or security arrangements, without prejudice to its heeding requests by Obligors using the same efforts and procedure as if they were own mortgage loans.

Notwithstanding the above, the Management Company, as manager of third-party portfolios and having regard to Obligors' requests to the Servicer directly or under Act 2/1994, may instruct or first authorise the Servicer to agree with the Obligor, subject to the terms and conditions for which provision is made in this section, for a novation changing the relevant Mortgage Loan, either by a renegotiation of the margin applicable for determining the interest rate or by an extension of the maturity period, provided that those novations are not detrimental to mortgage ranking.

Without prejudice to the provisions hereinafter, any novation changing a Mortgage Loan subscribed by the Servicer shall be made exclusively with the prior consent of the Management Company, on behalf of the Fund, and the Servicer agrees to seek such consent from the Management Company as soon as it is aware that an Obligor has requested a change. The Management Company shall nevertheless initially authorise the Servicer to entertain and accept renegotiations of the margin applicable for determining the interest rate and extending the maturity period of the Mortgage Loans, without the Management Company's prior consent being required, subject to the following general enabling requirements:

a) Renegotiating the margin applicable for determining the interest rate.

1. The Servicer may under no circumstance entertain on its own account and without being so requested by the Obligor, renegotiations of the margin applicable for determining the interest rate ("**Interest Rate Renegotiation**") which may result in a decrease in the interest rate applicable to a Mortgage Loan. The Servicer shall, without encouraging Interest Rate Renegotiation, act in relation to such Interest Rate Renegotiation bearing in mind the Fund's interests at all times.

2. Subject to the provisions of paragraph 3 below, the Servicer shall in every Interest Rate Renegotiation observe that the new interest rate terms are at arm's length and no different from those applied by the Servicer proper in renegotiating or granting its floating-rate mortgage loans. In this connection, arm's length interest rate shall be deemed to be the interest rate offered by the Servicer on the Spanish market for loans granted to individuals with real estate security, with amounts, type of mortgaged property and terms substantially similar to the Mortgage Loan being renegotiated.

3. Interest Rate Renegotiation of a Mortgage Loan shall in no event be made to a fixed rate and may not be made either if previously or as a result of the renegotiation the average margin or spread weighted by the outstanding principal of the Mortgage Loans over the benchmark index is below 70 basis points. In particular, the Servicer shall not impose clauses limiting the interest rate amount applicable to the Mortgage Loans.

The Management Company may, on the Fund's behalf, cancel, suspend or change at any time during the term of the Agreement the Servicer's Interest Rate Renegotiation enabling requirements previously determined.

b) Extending the period of maturity.

The final maturity or final amortisation date of the Mortgage Loans may be extended or deferred ("**extending the term**") subject to the following rules and limitations:

(i) The Servicer may in no case entertain on its own account, i.e. without it being so requested by the Obligor, a change in the final maturity date of the Mortgage Loan which may result in an extension thereof. The Servicer, without encouraging an extension of the term, shall act in relation to such extension bearing in mind the Fund's interests at all times.

(ii) The aggregate of the capital or principal assigned to the Fund of the Mortgage Loans with respect to which the maturity date is extended may not exceed 10% of the initial Outstanding Balance of the Mortgage Loans upon the Fund being established.

(iii) The term of a specific Mortgage Loan may be extended provided that the following requirements are met:

a) That the same Mortgage Loan interest settlement and capital or principal repayment frequency and the same repayment system are at all events maintained.

b) That the new final maturity or final amortisation date does not extend beyond July 3, 2060.

The Management Company may, on the Fund's behalf, at any time during the term of the Servicing Agreement, cancel or suspend or amend the Servicer's power to extend the term.

If there should be any renegotiation of the interest rate of a Mortgage Loan or its due dates, the Servicer shall forthwith notify the Management Company of the terms resulting from each renegotiation. Such notice shall be made through the software or data file provided for the terms of the Mortgage Loans to be updated.

In the event of Mortgage Loan interest rate or due date renegotiation consented to by the Management Company, for and on behalf of the Fund, the change in the terms shall affect the Fund.

The contractual documents supporting the novation of the renegotiated Mortgage Loans will be kept by the Servicer, in accordance with the provisions of paragraph 1 of this section.

7. Action against Obligors in the event of Mortgage Loan default.

Actions in the event of late payment.

The Servicer shall use the same efforts and procedure for claiming overdue Mortgage Loan amounts it applies for the rest of its portfolio mortgage loans.

In the event of the Obligor's default of payment obligations, the Servicer shall do the things described in the Servicing Agreement, taking in that connection the steps it would ordinarily take if they were its own portfolio mortgage loans and in accordance with standard banking usage and practice for collecting overdue amounts, and shall be bound to advance such expenses as may be necessary for those actions to be taken, without prejudice to its right to be reimbursed by the Fund. Needless to say, these actions include all such court and out-of-court actions as the Servicer may deem necessary to claim and collect the amounts due by the Obligors.

Legal actions.

The Servicer, using its fiduciary title to the Mortgage Loans or using the power referred to in the following paragraph, shall take all relevant actions against Obligors failing to meet their Mortgage Loan payment obligations, and against guarantors, if any. Such action shall be brought using the appropriate court enforcement procedures prescribed in articles 517 et seq. of the Civil Procedure Act.

In the above connection and for the purposes prescribed in articles 581.2 and 686.2 of the Civil Procedure Act, and in the event that this should be necessary, the Management Company shall confer in the Deed of Constitution as full and extensive a power of attorney as may be required at Law on BANCAJA in order that the latter may, acting through any of its attorneys properly empowered for those purposes, on the Management Company's instructions, for and on behalf of the latter, or in its own name but for the Management Company as the Fund's authorised representative, demand by any judicial or other means any Mortgage Loan Obligor and guarantors, if any, to pay the debt and take legal action against them, in addition to other authorities required to discharge its duties as Servicer. These authorities may be extended and amended in another deed if that should be necessary or appropriate.

The Servicer shall generally commence the relevant legal proceedings if, for a period of six (6) months, a Mortgage Loan Obligor in default of payment obligations should not resume payments to the Servicer and the latter, with the Management Company's consent, should not obtain a payment commitment satisfactory to the Fund's interests. The Servicer shall in any event forthwith proceed to file an executive action if the Management Company, acting for the Fund, and after analysing the specific circumstances of the case, should deem this necessary.

If this should be legally required, and for the purposes prescribed in the Civil Procedure Act, BANCAJA shall confer in the Deed of Constitution as full and extensive an irrevocable power of attorney as may be required at Law in order for the Management Company, acting for and on behalf of the Fund, to demand through a notary public any Mortgage Loan Obligor and guarantors, if any, to pay the debt.

In the event of default by any Obligor, the Management Company, acting for and on behalf of the Fund, shall have the following remedies currently provided for mortgage participation certificates in article 31 of Royal Decree 716/2009, which also apply to the Pass-Through Certificates:

(i) To demand the Servicer to apply for foreclosure.

(ii) To take part on an equal standing with the Servicer, as issuer of the Pass-Through Certificates, in the foreclosure the latter shall have instituted against the Obligor, intervening to that end in any foreclosure proceedings commenced by the former.

(iii) If the Servicer should fail to take that action within sixty (60) business days of a notice served through a Notary demanding payment of the debt, the Management Company, for and on behalf of the Fund, shall be entitled, by subrogation, to bring the foreclosure action on the Mortgage Loan for both principal and interest.

(iv) In the event that the proceedings instituted by the Servicer should come to a standstill, the Fund, duly represented by the Management Company, may be subrogated in the position of the former and continue the foreclosure proceedings, without the above period having to elapse.

In (iii) and (iv) above, the Management Company may, for and on behalf of the Fund, apply to the Judge or Notary with jurisdiction to commence or continue with the respective foreclosure proceedings, attaching to the application the original Pass-Through Certificate, the notice served though a Notary Public provided for in section (iii) above and an office certificate as to registration and subsistence of the mortgage. The Servicer shall be bound to issue a certification of the balance outstanding on the Mortgage Loan.

The Management Company, for and on behalf of the Fund as holder of the Pass-Through Certificates, may also take part with the same rights as the Servicer in the foreclosure proceedings and may in this sense, on the terms for which provision is made in the Civil Procedure Act, request the award of the mortgaged property as payment of the Mortgage Loan. The Management Company shall proceed, directly or through the Servicer, to sell the properties awarded within the shortest possible space of time and at arm's length.

Whereas some of the Mortgage Loans backing the Pass-Through Certificates may have valid entries in the registry regarding the properties mortgaged under the Mortgage Loans in respect of mortgages pre-dating the mortgage under that Mortgage Loan, as represented by BANCAJA in section 2.2.8.2.(6) of this Building Block, such valid mortgage debts have been fully repaid.

Therefore, those Mortgage Loans will not for registration purposes have a senior mortgage but a mortgage ranking junior to those entered in the registry. Notwithstanding this, the previous mortgage debts have been fully cancelled.

The Servicer shall, in events of mortgage foreclosure, where the Land Registry contains entries regarding the real estate secured with the mortgage under which action is taken in respect of mortgages senior to the latter mortgage which however have been repaid, previously to or upon the action being brought, do all such things as shall be appropriate at law and in court in order for the Land Registry to match the legal reality outside the Registry. In the event that the relevant documents are available, then the procedure shall be as provided for in article 40 and in Title IV of the Mortgage Act, and otherwise the procedure shall be as provided for in article 209 of that Act.

The Servicer agrees to promptly advise of payment demands, legal actions and any and all other circumstances affecting collection of overdue Mortgage Loan amounts. Furthermore, the Servicer will provide the Management Company with all such documents as the latter may request in relation to said Mortgage Loans and in particular the documents required for the Management Company to take legal actions, as the case may be.

8. Damage insurance for properties mortgaged under the Mortgage Loans.

The public deeds originating the Mortgage Loans provide that the mortgagor shall have to have taken out damage insurance covering at least the risk of fire and ruin for a value at least as high as the value set in the appraisal made for the Mortgage Loan to be granted, and to pay the relevant premiums.

The Servicer shall not do or fail to do anything resulting in cancellation of any damage insurance policy covering the properties mortgaged under the Mortgage Loans or reducing the amount payable in any claim thereunder. The Servicer shall use the rights conferred under the insurance policies or the Mortgage Loans, and the Servicer shall be liable to the Fund for any losses caused to the Fund in the event that the damage insurance policies are not kept in force and fully effective and further in the event that those policies are not taken out, but the validity of such damage insurance is not supported in the Servicer's databases.

Notwithstanding the above, in the event that the Servicer should, subsequently to setting up the Fund, receive notice of non-payment of policy premiums by any Obligor the Servicer may demand the Obligor to pay the same and indeed take out damage insurance on the Obligor's behalf, without prejudice to its right to be reimbursed by the Obligor for amounts so paid, where it is able to do so under the Mortgage Loan deed.

In the event of a claim, the Servicer shall coordinate actions for collecting compensations derived from the property damage insurance policies on the terms and conditions of the Mortgage Loans and the actual policies, paying the amounts received to the Fund.

In the event of insolvency, administration by the Bank of Spain, liquidation or substitution of the Servicer or because the Management Company deems this reasonably justified, the Management Company may demand the Servicer, at any time and at its cost, and for the purposes laid down in the second paragraph of article 40 of Insurance Contract Act 50/1980, October 8, as currently worded, to notify the relevant insurers of the transfer of the Mortgage Loans, and that the payments of indemnities under the relevant damage insurance policies will only be effective as a discharge if made into the Treasury Account opened in the name of the Fund. However, both in the event of the Servicer failing to notify insurers within five (5) Business Days of receiving the request and in the event of insolvency or liquidation of the Servicer, the Management Company shall itself directly or, as the case may be, through a new Servicer it shall have designated, notify the insurers observing insolvency rules, as appropriate.

9. Set-off.

In the exceptional event that any Mortgage Loan Obligor should have a receivable that is liquid, due and payable by the Servicer, and because the assignment is made without the Obligor being aware, any of the Mortgage Loans should be fully or partially set-off against that receivable, the Servicer shall remedy that circumstance or, if it cannot be remedied, proceed to pay to the Fund the amount set off plus accrued interest which would have been payable to the Fund until the date on which the payment is made, calculated on the terms applicable to the relevant Mortgage Loan.

10. Subcontracting.

The Servicer may subcontract any of the services it may have agreed to provide under the Servicing Agreement other than those that may not be so delegated in accordance with the laws in force for the time being. That subcontracting may in no event result in an additional cost or expense for the Fund or the Management Company, and may not result in the rating assigned to the Bond Series by the Rating Agencies being downgraded. Notwithstanding any subcontracting or subdelegation, the Servicer shall not be excused or released under that subcontract or subdelegation from any of the liabilities undertaken in the Servicing Agreement which may legally be attributed or ascribed to it.

11. Auction of real properties.

The Servicer agrees to notify the Management Company of the places, dates, terms and valuation of the real properties mortgaged as security for the Mortgage Loans and of all other assets attached as a result of the legal proceedings commenced against the Obligors, auctions scheduled, and proposed action and bid, in suitable advance in order that the Management Company may do such things as it shall see fit and submit instructions on the subject to the Servicer in suitable time.

The Servicer agrees to attend auctions of real properties or other assets, but shall thereat abide at all times by the instructions it shall have received from the Management Company, and shall therefore only tender a bid or apply for the award of the real estate or the asset to the Fund, fulfilling the instructions received from the Management Company.

In the event of the Fund successfully bidding for or receiving as payment in kind real properties or other assets, the Management Company shall proceed, directly or through the Servicer, to sell the same within the shortest possible space of time and at arm's length and the Servicer shall actively assist in expediting their disposal.

3.7.2.2 Term and substitution.

The services shall be provided by the Servicer until all obligations undertaken by the Servicer as Originator of the Mortgage Loans acquired by the Fund terminate, once all the Mortgage Loans have been repaid, or when liquidation of the Fund concludes after it terminates, without prejudice to a possible early revocation of its appointment under the Servicing Agreement.

In the event of insolvency of the Servicer, administration by the Bank of Spain, or in the event of breach by the Servicer of the obligations imposed on the Servicer under the Servicing Agreement, or in the event of the Servicer's credit rating falling or being lost or its financial circumstances changing to an extent that may be detrimental to or place the financial structure of the Fund or Bondholders' rights and interests at risk, the Management Company shall, in addition to demanding the Servicer to fulfil the obligations laid down in the Servicing Agreement, where this is legally possible, inter alia and after notifying the Rating Agencies, do any of the following in order for the rating assigned to the Bonds by the Rating Agencies not to be adversely affected: (i) demand the Servicer to subcontract or subdelegate performance of the obligations and undertakings made in the Servicing Agreement to another institution; (ii) have another institution with a sufficient credit rating and quality secure all or part of the Servicer's obligations; (iii) post collateral in the form of cash or securities in favour of the Fund or, as the case may be, increase the collateral referred to in section 3.7.2.1.2 of the Building Block, in an amount sufficient to secure all or part of the Servicer's obligations, and (iv) terminate the Servicing Agreement, in which case the Management Company shall previously designate a new Servicer having a sufficient credit quality and accepting the obligations contained in the Servicing Agreement or, as the case may be, in a new servicing agreement. In the event of insolvency of the Servicer, only (iv) above shall be valid. Any additional expense or cost derived from the aforesaid actions shall be covered by the Servicer and at no event by the Fund or the Management Company.

Notwithstanding the above provisions, in the event of the rating of the Servicer's long-term unsecured and unsubordinated debt obligations being downgraded below Baa3 by Moody's or, if Series A is in force, BBB- by Fitch, the Servicer agrees within not more than 60 calendar days from either of the aforesaid downgrade to enter into a replacement undertaking with another institution in order for the latter to discharge the responsibilities for which provision is made in the Servicing Agreement with respect to the Mortgage Loans serviced by the Servicer, merely upon request by the Management Company if required to do so and provided that such action is not detrimental to the Rating Agencies' rating assigned to the Bonds.

Furthermore, in the event of insolvency, administration by the Bank of Spain, liquidation or substitution of the Servicer or because the Management Company deems this reasonably justified, the Management Company may demand the Servicer to notify Obligors (and third-party guarantors and Mortgage Loan mortgaged property insurers, if any) of the transfer to the Fund of the Mortgage Loan receivables then outstanding, and that payments thereunder will only be effective as a discharge if made into the Treasury Account opened in the name of the Fund. However, both in the event of the Servicer failing to notify Obligors (and third-party guarantors and Mortgage Loan mortgaged property insurers, if any), within five (5) Business Days of receiving the request and in the event of insolvency or liquidation of the Servicer, the Management Company itself shall notify Obligors and third-party guarantors and Mortgage Loan mortgaged property insurers, if any, directly or, as the case may be, through a new Servicer it shall have designated.

Similarly, and in the same events, the Management Company may request the Servicer to do such things and satisfy such formalities as may be necessary, including third-party notices and entries in the relevant accounting records, in order to guarantee maximum efficiency of the assignment of the Mortgage Loan receivables, all on the terms given in section 3.7.2.1.7 of this Building Block.

Upon early termination of the Servicing Agreement, the outgoing Servicer shall provide the new Servicer, on demand by the Management Company and as determined thereby, with the necessary documents and data files it may have in order for the new Servicer to carry on the relevant activities.

The Servicing Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to the Bond Series as final ratings by 2pm (CET) on December 27, 2010.

3.7.2.3 Liability of the Servicer and indemnity.

The Servicer shall at no time have any liability whatsoever in relation to the Management Company's obligations as Fund manager and manager of Bondholders' interests, nor in relation to the Obligors' obligations under the Mortgage Loans, without prejudice to the liabilities undertaken thereby in the Deed of Constitution of the Fund as Originator of the Mortgage Loan receivables by issuing the Pass-Through Certificates subscribed for by the Fund.

The Servicer takes on the obligation to indemnify the Fund or its Management Company for any damage, loss or expense resulting for the same on account of any breach by the Servicer of its obligations to custody, manage collection, service and report on the Mortgage Loans and custody the Pass-Through Certificate supporting documents, established under the Servicing Agreement, or in the event of breach of the provisions of paragraph 3 of section 2.2.9 of this Building Block.

The Management Company shall, for and on behalf of the Fund, be entitled to take executive action against the Servicer where the breach of the obligation to pay to the Fund any and all principal repayment and interest and other amounts paid by the Obligors under the Mortgage Loans owing to the Fund does not result from the Obligors' default and is attributable to the Servicer.

Upon the Mortgage Loans terminating, the Fund shall, through its Management Company, retain a right of action against the Servicer until fulfilment of its obligations.

Neither Bondholders nor any other creditor of the Fund shall have any direct right of action whatsoever against the Servicer; that action shall lie with the Management Company, as the Fund's representative, who shall have that action on the terms described in this section.

3.7.2.4 Servicer's remuneration.

In consideration of Mortgage Loan custody, servicing and management and Pass-Through Certificate supporting document custody, the Servicer shall be entitled to receive in arrears on each Payment Date during the term of the Servicing Agreement a servicing fee equal to 0.01% per annum, inclusive of indirect taxes, if any, which shall accrue on the exact number of days elapsed in each Determination Period preceding the Payment Date and on the mean daily Outstanding Balance of the Mortgage Loans serviced during that Determination Period. If BANCAJA should be replaced in that servicing task, the Management Company will be entitled to change the above percentage fee for the new Servicer, which may be in excess of that agreed with BANCAJA. The servicing fee will be paid on the relevant Payment Date provided that the Fund has sufficient liquidity in the Priority of Payments or, as the case may be, in the Liquidation Priority of Payments.

If the Fund should, through its Management Company, due to a liquidity shortfall in the Fund Priority of Payments, fail to pay on a Payment Date the full fee due to the Servicer, overdue amounts shall build up without any penalty whatsoever on the fee payable on the following Payment Dates, until fully paid.

Furthermore, on each Payment Date, the Servicer shall be entitled to reimbursement of all Mortgage Loan servicing and management expenses of an exceptional nature incurred, such as in connection with legal and/or recovery actions, including procedural expenses and costs, or managing and overseeing the sale of assets or properties, if any, awarded or given as payment to the Fund, after first justifying the same. Those expenses will be paid whenever the Fund has sufficient liquidity and in the Priority of Payments or, in the event of liquidation of the Fund, in the Liquidation Priority of Payments.

3.8 Name, address and brief description of any swap, credit, liquidity or account counterparties.

BANCAJA is Fund counterparty under the transactions listed below. The details relating to BANCAJA and its activities are respectively given in section 5.2 of the Registration Document and in section 3.5 of this Building Block.

(i) Subordinated Loan:

Subordinated Loan Agreement

Description in section 3.4.3.1 of this Building Block.

(ii) Start-Up Loan:

Start-Up Loan Agreement

Description in section 3.4.3.2 of this Building Block.

(iii) Financial Intermediation:

Financial Intermediation Agreement

Description in section 3.4.6.4 of this Building Block.

BANESTO is Fund counterparty under the transaction listed below. The details relating to BANESTO and its activities are given in section 5.2 of the Registration Document.

(i) Treasury Account:

Guaranteed Interest Rate Account (Treasury Account) Agreement

Description in section 3.4.4.1 of this Building Block.

BANCO COOPERATIVO is Fund counterparty under the transaction listed below. The details relating to BANCO COOPERATIVO and its activities are given in section 5.2 of the Registration Document.

(i) Paying Agent Account:

Paying Agent Agreement

Description in section 3.4.7.1 of this Building Block.

4. POST-ISSUANCE REPORTING

4.1 Obligations and deadlines set to publicise and submit to the CNMV the periodic information on the economic and financial status of the Fund.

As part of its Fund management and administration duty, the Management Company agrees to submit as promptly as possible or by the deadlines given, the information described hereinafter and such additional information as may be reasonably required of it.

4.1.1 Ordinary information.

The Management Company agrees to give the notices detailed below, observing the recurrence provided in each case.

a) Notices to Bondholders referred to each Payment Date.

1. Within the period comprised between the Interest Rate Fixing Date and not more than two (2) Business Days after each Payment Date, it shall proceed to notify Bondholders of the Nominal Interest Rate resulting for each Bond Series, and for the Interest Accrual Period after that Payment Date.

2. Quarterly, at least one (1) calendar day in advance of each Payment Date, it shall proceed to notify Bondholders of the following information:

   i) Interest resulting from the Bonds in each Series, along with the amortisation of the Bonds.

   ii) Furthermore, and if appropriate, interest and amortisation amounts accrued by the Bonds in each Series and not settled due to a shortfall of Available Funds, in accordance with the rules of the Fund Priority of Payments.

   iii) The Outstanding Principal Balances of the Bonds in each Series, after the amortisation to be settled on each Payment Date, and the ratios of such Outstanding Principal Balances to the initial face amount of each Bond.

   iv) Obligors' Mortgage Loan principal prepayment rate during the three months preceding the Payment Date.

   v) The average residual life of the Bonds in each Series estimated assuming that Mortgage Loan principal prepayment rates shall be maintained.

The foregoing notices shall be made in accordance with the provisions of section 4.1.3.1 below and notice 1 will also be served on the Paying Agent and Iberclear not less than one (1) Business Day before each Payment Date.

b) Information referred to each Payment Date:

In relation to the Mortgage Loans at the Determination Date preceding the Payment Date:

1. Outstanding Balance.
2. Interest and principal amount of instalments in arrears.
3. Mortgage Loan interest rate.
4. Mortgage Loan maturity dates.
5. Outstanding Balance of Doubtful Mortgage Loans.

In relation to the economic and financial position of the Fund:

1. Report on the source and subsequent application of the Available Funds and the Available Funds for Amortisation in accordance with the Priority of Payments of the Fund.

The above information shall be posted at the Management Company's website.

c) Annually, in relation to the Fund's Annual Accounts:

Annual Accounts (balance sheet, profit & loss account and management report) and audit report within the period provided for to do so by law or, as the case may be, within three (3) months of the close of each fiscal year, which shall also be filed with the CNMV.

4.1.2 Extraordinary notices.

The following shall be the subject of an extraordinary notice:

1. The Nominal Interest Rate determined for each Bond Series for the first Interest Accrual Period.

2. Other:

   Any material event occurring in relation to the Mortgage Loans, the Bonds, the Fund and the Management Company proper, which, being exceptional, may materially influence trading of the Bonds and, in general, any material change in the Fund's assets or liabilities, change in the Deed of Constitution, or in the event of termination of the establishment of the Fund or a decision in due course to proceed to Early Liquidation of the Fund and Early Amortisation of the Bond Issue in any of the events provided in this Prospectus. In the latter event, the Management Company shall send to the CNMV the notarial certificate of termination of the Fund and the liquidation procedure followed will be as referred to in section 4.4.4 of the Registration Document.

   The amendment of the Deed of Constitution shall be notified by the Management Company to the Rating Agencies and be disclosed by the Management Company through the CNMV as a material event, and be posted at the Management Company's website.

4.1.3 Procedure to notify Bondholders.

Notices to Bondholders to be made by the Management Company in accordance with the above, in regard to the Fund, shall be given as follows:

1. Ordinary notices.

   Ordinary notices to Bondholders shall be given by publication in the daily bulletin of AIAF Mercado de Renta Fija or any other replacement or similarly characterised bulletin, or by publication in an extensively circulated business and financial or general newspaper in Spain. The Management Company or the Paying Agent may additionally disseminate that information or other information of interest to Bondholders through dissemination channels and systems typical of financial markets, such as Reuters, Bloomberg or any other similarly characterised means.

2. Extraordinary notices.

   Unless otherwise provided in the Deed of Constitution and in the Prospectus, extraordinary notices shall be given by publication in the daily bulletin of AIAF Mercado de Renta Fija or any other replacement or similarly characterised bulletin, or by publication in an extensively circulated business and financial or general newspaper in Spain, and those notices shall be deemed to be given on the date of that publication, any Business Day or other calendar day (as established in this Prospectus) being valid for such notices.

   Exceptionally, the Nominal Interest Rate determined for the Bonds in each Series for the first Interest Accrual Period shall be notified in writing by the Management Company by 2pm (CET) on December 27, 2010 to the Subscriber, the Paying Agent and Iberclear.

3. Notices and other information.

   The Management Company may provide Bondholders with notices and other information of interest to them through its own Internet pages or other similarly characterised teletransmission means.

4.1.4 Information to the CNMV.

The information on the Fund shall be submitted to the CNMV using the forms contained in CNMV Circular 2/2009, and so will such other information as the CNMV may require of it or by the laws in force from time to time, irrespective of the above.

4.1.5 Information to the Rating Agencies.

The Management Company shall provide the Rating Agencies with periodic information as to the position of the Fund and Mortgage Loan performance (in whatever format they may request) in order that they may monitor Bond rating and extraordinary notices. The Management Company shall also provide that information when it is reasonably required to do so and, in any event, whenever there is a material change in the conditions of the Fund, in the agreements entered into by the Fund through its Management Company or in the interested parties.

Mario Masiá Vicente, as General Manager for and on behalf of EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, signs this Prospectus at Madrid, on December 17, 2010.

GLOSSARY OF DEFINITIONS

"Act 19/1992" shall mean Investment Trusts and Companies System and Mortgage Securitisation Funds Act 19/1992, July 7.

"Act 2/1981" shall mean Mortgage Market Regulation Act 2/1981, March 25, as currently worded.

"Act 2/1994" shall mean Mortgage Loan Subrogation and Amendment Act 2/1994, March 30, as currently worded.

"Act 3/1994" shall mean Act 3/1994, April 14, adapting Spanish laws in the matter of credit institutions to the Second Banking Coordination Directive and introducing other changes in relation to the financial system, as currently worded.

"AIAF" shall mean AIAF Fixed-Income Market (*AIAF Mercado de Renta Fija*).

"Amortisation Withholding" shall mean, on each Payment Date, the positive difference if any at the Determination Date preceding the relevant Payment Date between (i) the Outstanding Principal Balance of the Bond Issue, and (ii) the Outstanding Balance of Non-Doubtful Mortgage Loans.

"Available Funds for Amortisation" shall mean the amount to be allocated to Series A and B Bond amortisation on each Payment Date and shall be the Series A and B Bond Amortisation Withholding amount actually applied out of the Available Funds in fourth (4^{th}) place of the order of priority on the relevant Payment Date, other than in the event provided for in the same section for it to be deferred, in which case it shall be sixth (6^{th}).

"Available Funds" shall mean, in relation to the Priority of Payments and on each Payment Date, the amounts to be allocated to meeting the Fund's payment or withholding obligations, which shall have been paid into the Treasury Account.

"BANCAJA" shall mean CAJA DE AHORROS DE VALENCIA, CASTELLÓN Y ALICANTE, BANCAJA.

"BANCO COOPERATIVO" shall mean BANCO COOPERATIVO ESPAÑOL, S.A.

"BANESTO" shall mean BANCO ESPAÑOL DE CRÉDITO, S.A.

"Bond Issue" shall mean the issue of asset-backed bonds issued by the Fund having a face value of EUR four hundred and fifty million (450,000,000.00) comprised of two Series (Series A and Series B).

"Bonds" shall mean Series A Bonds and Series B Bonds issued by the Fund.

"Business Day" shall mean any day other than a public holiday in the city of Madrid or non-business day in the TARGET 2 calendar.

"Cash Reserve" shall mean the Cash Reserve set up on the Closing Date by drawing down the Subordinated Loan amounting to EUR twenty-two million five hundred thousand (22,500,000.00) and on each Payment Date a sum of EUR twenty-two million five hundred thousand (22,500,000.00).

"CET" shall mean "Central European Time".

"Closing Date" shall mean December 28, 2010, the date on which the cash amount of the subscription for the Bonds shall be paid up and the face value of the Pass-Through Certificates subscribed for by the Fund shall be paid.

"CNMV" shall mean National Securities Market Commission (*Comisión Nacional del Mercado de Valores*).

"CNMV Circular 2/2009" shall mean CNMV Circular 2/2009, March 25, on Securitisation Fund accounting rules, annual accounts, public financial statements and non-public statistical information statements, as amended by Circular 4/2010, October 14.

"CPR" shall mean the effective constant annual early amortisation or prepayment rate of the mortgage loans at which average lives and durations of the Bonds are estimated in this Prospectus.

"Deed of Constitution" shall mean the public deed recording the establishment of the Fund, issue by BANCAJA of and subscription by the Fund for Mortgage Loan Pass-Through Certificates, and issue by the Fund of the Asset-Backed Bonds.

"Delinquent Mortgage Loans" shall mean Mortgage Loans that are delinquent with a period of arrears in excess of three (3) months in payment of overdue amounts, excluding Doubtful Mortgage Loans.

"Deloitte" shall mean Deloitte S.L.

"Determination Dates" shall mean the dates falling on the fifth (5th) Business Day preceding each Payment Date.

"Determination Period" shall mean the exact number of days elapsed between every two consecutive Determination Dates, each Determination Period excluding the beginning Determination Date but including the ending Determination Date. Exceptionally: (i) the duration of the first Determination Period shall be equal to the days elapsed between the date of establishment of the Fund, inclusive, and the first Determination Date, March 21, 2011, inclusive, and (ii) the duration of the last Determination Period shall be equal to the days elapsed a) until the Final Maturity Date or the date on which Early Liquidation of the Fund concludes, as provided for in section 4.4.3 of the Registration Document, on which the assets remaining in the Fund have all been liquidated and the Liquidation Available Funds have all been distributed in the Liquidation Priority of Payments, b) from the Determination Date preceding the Payment Date preceding the date referred to in a), not including the first date but including the last date.

"Distribution of Available Funds for Amortisation" shall mean the rules for applying the Available Funds for Amortisation of Series A and B principal on each Payment Date established in section 4.9.3.5 of the Securities Note.

"Doubtful Mortgage Loans" shall mean Mortgage Loans that are delinquent at a date with a period of arrears equal to or greater than eighteen (18) months in payment of overdue amounts or classified as bad debts by the Management Company because there are reasonable doubts as to their full repayment, based on indications or information received from the Servicer.

"Early Amortisation" shall mean Bond amortisation on a date preceding the Final Maturity Date in the Early Liquidation Events of the Fund and subject to the requirements established in section 4.4.3 of the Registration Document.

"Early Liquidation Events" shall mean the events contained in section 4.4.3 of the Registration Document where the Management Company, following notice duly served on the CNMV, is entitled to proceed to early liquidation of the Fund.

"Early Liquidation of the Fund" shall mean liquidation of the Fund and thereby early amortisation of the Bond Issue on a date preceding the Final Maturity Date, in the events and subject to the procedure established in section 4.4.3 of the Registration Document.

"Euribor" shall mean the Euro Interbank Offered Rate which is the term interbank deposit offered rate in Euros calculated as the daily average of the quotations supplied for fifteen maturity terms by a panel consisting of 43 Banks, from among the most active banks in the Euro zone. The rate is quoted based on a count of the actual days to maturity and a 360-day year, and is set at 11am (CET), accurate to three decimal places.

"Final Maturity Date" shall mean the final Bond amortisation date, i.e. March 27, 2064 or the following Business Day if that is not a Business Day.

"Financial Intermediation Agreement" shall mean the financial intermediation agreement entered into between the Management Company, for and on the Fund's behalf, and BANCAJA.

"Fitch" shall mean both Fitch Ratings España, S.A.U. and Fitch Ratings Limited.

"Fund" shall mean MBS BANCAJA 8 FONDO DE TITULIZACIÓN DE ACTIVOS.

"Guaranteed Interest Rate Account (Treasury Account) Agreement" shall mean the guaranteed floating interest rate account (Treasury Account) agreement entered into by the Management Company, for and on behalf of the Fund, and BANESTO, in the presence of BANCAJA.

"Iberclear" shall mean Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.

"Interest Accrual Period" shall mean the exact number of days elapsed between every two consecutive Payment Dates, including the beginning Payment Date, but not including the ending Payment Date. The first Interest Accrual Period shall begin on the Closing Date, inclusive, and end on the first Payment Date, exclusive.

"Interest Rate Fixing Date" shall mean the second Business Day preceding each Payment Date.

"IRR" shall mean internal rate of return as defined in section 4.10.1 of the Securities Note.

"Issuer" shall mean the Fund.

"Lead Manager" shall mean BANCAJA.

"Liquidation Available Funds" shall mean, in relation to the Liquidation Priority of Payments, on the Final Maturity Date or upon Early Liquidation of the Fund, the amounts to be allocated to meeting the Fund's payment or withholding obligations, as follows: (i) the Available Funds, (ii) the amounts obtained by the Fund from time to time upon disposing of the Pass-Through Certificates and the remaining assets, and, as the case may be, (iii) the amount drawn under the credit facility or the loan arranged and exclusively used for amortisation of the Bonds in the Series then outstanding, in accordance with the provisions of section 4.4.3.3.(iii) of the Registration Document.

"Liquidation Priority of Payments" shall mean the order in which the Liquidation Available Funds shall be applied to meet the payment or withholding obligations on the Final Maturity Date or upon Early Liquidation of the Fund.

"Management and Subscription Agreement" shall mean the Bond Issue management and subscription agreement entered into between the Management Company, for and on behalf of the Fund, and BANCAJA as Lead Manager and Subscriber of the Bond Issue.

"Management Company" shall mean EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN.

"Moody's" shall mean both Moody's Investors Service España, S.A. and Moody's Investors Service Limited, the holding company to which Moody's Investors Service España, S.A. is affiliated.

"Mortgage Loan Servicing and Pass-Through Certificate Custody Agreement" shall mean the Mortgage Loan servicing and custody and Pass-Through Certificate supporting document custody agreement entered into between the Management Company, acting for and on behalf of the Fund, and BANCAJA, as Servicer.

"Mortgage Loans" shall mean the mortgage loans owned by BANCAJA granted to individuals residing in Spain with real estate mortgage security ranking senior or, as the case may be, ranking junior although BANCAJA has documents relating to economic cancellation of the debts originated by previous mortgages which are yet to be struck off the registers, for financing, among other purposes, the refurbishment, renovation or purchase of real properties, refinancing, operating and current expenses or subrogation to financing given to real estate developers for residential properties designed to be sold, assigned to the Fund upon BANCAJA issuing and the Fund subscribing for the Pass-Through Certificates.

In this Prospectus the term "Mortgage Loans" shall be used to refer collectively to the Mortgage Loans or the Pass-Through Certificates perfecting the assignment of their receivables.

"Nominal Interest Rate" shall mean the nominal interest rate, floating quarterly and payable quarterly, applicable to each Series and determined for each Interest Accrual Period, which shall be the result of adding (i) the Reference Rate and (ii) a margin for each Series as detailed in section 4.8.1.2 of the Securities Note.

"Non-Delinquent Mortgage Loans" shall mean Mortgage Loans that are not deemed to be either Delinquent Mortgage Loans or Doubtful Mortgage Loans.

"Non-Doubtful Mortgage Loans" shall mean Mortgage Loans that at a date are not deemed to be Doubtful Mortgage Loans.

"Obligors" shall mean the Mortgage Loan borrowers.

"Originator" shall mean BANCAJA, issuer of the Pass-Through Certificates representing the Mortgage Loan receivables.

"Outstanding Balance of the Mortgage Loans" shall mean the sum of outstanding capital or principal and overdue capital or principal not paid into the Fund for each and every one of the Mortgage Loans.

"Outstanding Principal Balance of the Bond Issue" shall mean the sum of the Outstanding Principal Balance of Series A and Series B making up the Bond Issue.

"Outstanding Principal Balance of the Series" shall mean the sum of the outstanding principal to be repaid (outstanding balance) on a given date on all the Bonds making up the Series.

"Pass-Through Certificates" shall mean the Mortgage Loan Pass-Through Certificates issued by BANCAJA and subscribed for by the Fund.

"Paying Agent Agreement" shall mean the Bond paying agent agreement entered into by the Management Company, for and on behalf of the Fund, and BANCO COOPERATIVO, as Paying Agent, in the presence of BANCAJA.

"Paying Agent" shall mean the firm servicing the Bonds. The Paying Agent shall be BANCO COOPERATIVO (or any replacement institution).

"Payment Date" shall mean March 27, June 27, September 27 and December 27 in each year or the following Business Day if any of those is not a Business Day. The first Payment Date shall be March 28, 2011, because March 27, 2011 is not a Business Day.

"Priority of Payments" shall mean the order in which the Available Funds shall be applied and the Available Funds for Amortisation shall be distributed on each Payment Date to meet the Fund's payment or withholding obligations.

"Rating Agencies" shall mean Fitch and Moody's.

"Reference Rate" shall mean, other than for the first Interest Accrual Period, three- (3-) month Euribor set at 11am (CET) on the Interest Rate Fixing Date, or, if this Euribor rate should not be available or be impossible to obtain, the substitute rates for which provision is made in section 4.8.1.3 of the Securities Note. The Reference Rate for the first Interest Accrual Period shall mean three- (3-) month Euribor, set at 11am (CET) on the Business Day preceding the Closing Date, or, upon the failure or impossibility to obtain these Euribor rates, the substitute rates for which provision is made in section 4.8.1.3.(ii) of the Securities Note.

"Regulation 809/2004" shall mean Commission Regulation (EC) No. 809/2004, April 29, 2004, implementing Directive 2003/71/EC of the European Parliament and of the Council as regards information contained in prospectuses as well as the format, incorporation by reference and publication of such prospectuses and dissemination of advertisements, as currently worded.

"Royal Decree 116/1992" shall mean Book Entries and Stock Exchange Transaction Clearing and Settlement Royal Decree 116/1992, February 14, as currently worded.

"Royal Decree 1310/2005" shall mean Royal Decree 1310/2005, November 4, partly implementing Securities Market Act 24/1988, July 28, in regard to admission to trading of securities in official secondary markets, public offerings for sale or subscription and the prospectus required for that purpose.

"Royal Decree 716/2009" shall mean Royal Decree 716/2009, April 24, implementing certain aspects of Mortgage Market Regulation Act 2/1981, March 25, and other mortgage and financial system rules.

"Royal Decree 926/1998" shall mean Royal Decree 926/1998, May 14, regulating asset securitisation funds and securitisation fund management companies, as currently worded.

"Series A Bonds" shall mean Series A Bonds issued by the Fund having a total face amount of EUR two hundred and seventy-four million five hundred thousand (274,500,000.00) comprising two thousand seven hundred and forty-five (2,745) Bonds having a unit face value of EUR one hundred thousand (100,000).

"Series A" shall mean Series A Bonds issued by the Fund.

"Series B Bonds" shall mean Series B Bonds issued by the Fund having a total face amount of EUR one hundred and seventy-five million five hundred thousand (175,500,000.00) comprising one thousand seven hundred and fifty-five (1,755) Bonds having a unit face value of EUR one hundred thousand (100,000).

"Series B" shall mean Series B Bonds issued by the Fund.

"Servicer" shall mean the institution in charge of Mortgage Loan custody and servicing and Pass-Through Certificate supporting document custody under the Mortgage Loan Servicing and Pass-Through Custody Agreement, i.e. BANCAJA (or any replacement institution).

"Servicing Agreement" shall mean the Mortgage Loan Servicing and Pass-Through Certificate Custody Agreement.

"Start-Up Loan Agreement" shall mean the commercial subordinated loan agreement entered into by the Management Company, for and on behalf of the Fund, and BANCAJA, totalling EUR one million four hundred thousand (1,400,000.00), designed to finance the Fund set-up and Bond issue and admission expenses, partly finance subscription for the Pass-Through Certificates and cover the timing difference existing between Mortgage Loan interest collection and Bond interest payment on the first Payment Date.

"Start-Up Loan" shall mean the loan granted by BANCAJA to the Fund, in accordance with the provisions of the Start-Up Loan Agreement.

"Subordinated Loan Agreement" shall mean the commercial subordinated loan agreement entered into by the Management Company, for and on behalf of the Fund, and BANCAJA, totalling twenty-two million five hundred thousand (22,500,000.00) and designed to set up the Cash Reserve on the terms provided for in section 3.4.2.2 above of this Building Block.

“Subordinated Loan” shall mean the loan granted by BANCAJA to the Fund, in accordance with the provisions of the Subordinated Loan Agreement.

“Subscriber” shall mean BANCAJA.

“Treasury Account” shall mean the financial account in Euros opened at BANESTO in the Fund’s name, in accordance with the provisions of the Guaranteed Interest Rate Account (Treasury Account) Agreement, through which the Fund will make and receive payments.