

OFFERING CIRCULAR

April 28, 2005

RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS

ISSUE OF ASSET-BACKED BONDS EUR 1,100,000,000

Series A1	EUR 957,100,000	Aaa/AAA
Series A2	EUR 100,000,000	Aaa/AAA
Series B	EUR 19,200,000	Aa3/A+
Series C	EUR 23,700,000	Baa3/BBB-

Backed by mortgage certificates and pass-through certificates issued on mortgage loans by

CAIXA POPULAR-CAIXA RURAL, S.C.C.V.	CAJA RURAL DE GRANADA, S.C.C.
CAIXA RURAL DE BALEARS S.C.C.	CAJA RURAL DE NAVARRA, S.C.C.
CAJA CAMPO, CAJA RURAL, S.C.C.	CAJA RURAL DE TENERIFE, S.C.C.
CAJA RURAL CENTRAL, S.C.C.	CAJA RURAL DE TERUEL, S.C.C.
CAJA RURAL DE ALBACETE, S.C.C.	CAJA RURAL DE ZAMORA, C.C.
CAJA RURAL DE ARAGÓN S.C.C.	CAJA RURAL DEL DUERO, S.C.C.
CAJA RURAL DE BURGOS, C.C.	CAJA RURAL DEL MEDITERRÁNEO, RURALCAJA, S.C.C.
CAJA RURAL DE GIJÓN, S.C.C.	CAJA RURAL DEL SUR, S.C.C.

Lead Managers



Underwriters and Placement Agents

Banco Cooperativo

DZ BANK

ABN AMRO
Caja Madrid

Banco Pastor

BBVA

Société Générale

Banesto
EBN

Paying Agent

Banco Cooperativo

Fund structured, constituted and managed by



**Material Event
concerning**

RURAL HIPOTECARIO VII Fondo de Titulización de Activos

As provided for in the Offering Circular or Prospectus for **RURAL HIPOTECARIO VII Fondo de Titulización de Activos** (the “Fund”) notice is given to the COMISIÓN NACIONAL DEL MERCADO DE VALORES of the following material event:

- On July 16, 2015 the Fund’s Treasury Account is to be effectively transferred to CITIBANK INTERNATIONAL LTD, Sucursal en España (“**CITIBANK**”), following the signature, on July 9, 2015, of a new Guaranteed Interest Rate Account (Treasury Account) Agreement by the Management Company, for and on behalf of the Fund, CITIBANK and BANCO COOPERATIVO ESPAÑOL, S.A. and the relevant notice to BARCLAYS BANK, PLC Sucursal en España, as the former provider of the Fund’s Treasury Account. CITIBANK is to be designated on the same effective date as the Bond Paying Agent, following the signature on July 9, 2015 of a new Paying Agent Agreement by the Management Company, for and on behalf of the Fund, CITIBANK and BANCO COOPERATIVO ESPAÑOL, S.A. and the relevant notice to BARCLAYS BANK, PLC Sucursal en España, as the former Paying Agent.

The ratings for CITIBANK INTERNATIONAL LTD’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-1	F1
Long-term	A1	A

- As a result of the new Agreements referred to above, the following sections of the Fund Prospectus shall henceforth read as follows:

Section	Description
V.3.1 Prospectus Paragraphs 2 et seq. (Treasury Account)	CITIBANK shall pay an annual nominal interest rate, floating quarterly and settled quarterly, other than for the first interest accrual period, the duration of and the interest settlement for which shall be based on the duration of that period, applicable for each Interest Accrual Period to the positive daily balances if any on the Treasury Account, equal to the higher of (i) zero percent (0.00%); and (ii) the interest rate resulting from increasing (a) the Euribor rate currently calculated and distributed by the financial information system Global Rate Set Systems Ltd (GRSS) under a European Money Markets Institute (EMMI) mandate and three- (3-) month EURIBOR ACI, set at 11am (CET) on the second Business Day preceding the first day of each interest accrual period (b) by a 0.20% margin. That interest will be in force until July 16, 2018. Interest shall be settled on each Payment Date and 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 July 16, 2015 and September 7, 2015.

Section	Description
	<p>In the event that the rating of the short-term unsecured and unsubordinated debt obligations of CITIBANK INTERNATIONAL LTD or of the institution in which the Treasury Account is opened (the "Treasury Account Provider") should be downgraded below P-1 or F1 respectively by Moody's and Fitch, the Management Company shall, within not more than thirty (30) days from the occurrence of that event, after notifying the Rating Agencies, do one of the following in order to allow a suitable level of guarantee to be maintained with respect to the commitments under this Agreement in order for the rating assigned to the Bonds by the Rating Agencies not to be adversely affected:</p> <p>a) Obtain from an institution with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 and F1 respectively by Moody's and Fitch, a first demand guarantee securing for the Fund, merely upon the Management Company so requesting, prompt payment by CITIBANK 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 or F1.</p> <p>b) Transfer the Fund's Treasury Account to an institution with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 and F1 respectively by Moody's and Fitch, arranging the highest possible yield for its balances, which may differ from that arranged with CITIBANK under this Agreement.</p> <p>c) If a) and b) above are not possible, obtain from the Originators, BANCO COOPERATIVO or a third party collateral security in favour of the Fund on financial assets with a credit quality of not less than that of Spanish State Government Debt (<i>Deuda Pública del Estado Español</i>), in an amount sufficient to guarantee the commitments established in this Agreement.</p> <p>d) Moreover, if none of the above are possible on the terms laid down, the Management Company may invest the balances for periods not extending beyond the following Payment Date in short-term fixed-income assets in Euros issued by institutions with short-term unsecured and unsubordinated debt obligations rated at least as high as P-1 and F1 respectively by Moody's and Fitch, including short-term securities issued by the Spanish State, in which case the yield obtained could also differ from that obtained initially with CITIBANK under this Agreement.</p> <p>In the event that the Treasury Account Provider's debt obligations should be downgraded or removed by the Rating Agencies, it shall notify the Management Company</p> <p>All costs, expenses and taxes incurred in connection with putting in place and arranging the above options shall be borne by BANCO COOPERATIVO.</p> <p>BANCO COOPERATIVO shall agree, upon a credit rating downgrade of the Treasury Account Provider triggering one of a) or b) above, to use commercially reasonable efforts in order that the Management Company may do one of the above.</p> <p>In the event that the short-term unsecured and unsubordinated debt obligations of BANCO COOPERATIVO should subsequently be upgraded back to being at least as high as F-1 and P-1 respectively by Fitch and Moody's, before July 16, 2018, the Management Company may transfer the balances to BANCO COOPERATIVO as the new treasury account provider subject to CITIBANK and BANCO COOPERATIVO so agreeing.</p>

Section	Description
<p>V.3.4 Prospectus Paragraphs 3, 4 and 5 (Paying Agent Agreement)</p>	<p>Both in the event of a breach by CITIBANK of the obligations under this Agreement and of a downgrade of credit ratings of CITIBANK INTERNATIONAL LTD which may be detrimental to the ratings assigned to the Bonds by the Rating Agencies, the Management Company, having regard to the Rating Agencies' criteria, may revoke the designation of CITIBANK as Paying Agent, subject to notice being previously served on CITIBANK at least ten (10) Business Days in advance of the closest Payment Date, other than in the event of termination for breach.</p> <p>BANCO COOPERATIVO shall agree, forthwith upon a credit rating downgrade of CITIBANK INTERNATIONAL LTD as set out in the preceding paragraph, to use commercially reasonable efforts in order that the Management Company may do one of (i) or (ii) above.</p> <p>Notwithstanding the above, the Management Company shall not be able to revoke the designation of CITIBANK as Paying Agent until July 16, 2016. In addition, CITIBANK may decline to carry on discharging its duties from July 16, 2016.</p> <p>The Fund shall not pay CITIBANK any fee as Paying Agent.</p>

Madrid, July 15, 2015

Mario Masiá Vicente
General Manager

This is a Certified Translation into English of the Spanish Offering Circular. No document other than the Spanish Offering Circular approved by the Comisión Nacional del Mercado de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.

ERRATA SHEET

**PROSPECTUS FOR
RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS**

It has been found that the Offering Circular or Prospectus (the “**Prospectus**”) relating to the establishment of the Fund **RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS** (the “**Fund**”), entered in the Official Registers of the Comisión Nacional del Mercado de Valores (*National Securities Market Commission*) on April 28, 2005, has an error in the conditions for pro rata amortisation of Series B and Series C. In this respect:

- Both at page 12 of the Prospectus, within section 0.6.1.2 of the Prospectus, and at page 41 of the Prospectus, within section II.11.3.1.5 of the Prospectus, subparagraph ii) of paragraph c) giving the conditions for pro rata amortisation of Series B and Series C as set out below:

“c) In order for Series B and Series C to be amortised pro rata:

- i) that the Required Cash Reserve is to be fully provisioned on the relevant Payment Date; and*
- ii) that on the Determination Date preceding the relevant Payment Date, the Outstanding Balance of the Mortgage Loans is less than 10 percent of the initial Outstanding Balance upon the Fund being constituted.”*

shall be replaced with the following paragraph:

“c) In order for Series B and Series C to be amortised pro rata:

- i) that the Required Cash Reserve is to be fully provisioned on the relevant Payment Date;
and*
- ii) that on the Determination Date preceding the relevant Payment Date, the Outstanding Balance of the Mortgage Loans is not less than 10 percent of the initial Outstanding Balance upon the Fund being constituted.”*

Please take notice of the above as appropriate. Madrid, March 26, 2015.

Mario Masiá Vicente
General Manager
EUROPEA DE TITULIZACIÓN, S.A., S.G.F.T.

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	<i>Appendices II-VII mentioned in the Spanish Offering Circular have not been translated and are not included in this translation. These Appendices are available in Spanish upon request from the Management Company, and can be found in the Spanish version of the Offering Circular.</i>	

This is a Certified Translation into English of the Spanish Offering Circular. No document other than the Spanish Offering Circular approved by the Comisión Nacional del Mercado de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.

CHAPTER 0

SUMMARY OF THE OFFERING CIRCULAR

This full Offering Circular has been entered in the Official Registers of the Comisión Nacional del Mercado de Valores (*National Securities Market Commission*) (“CNMV”) on April 28, 2005. Registration of the Offering Circular by the CNMV does not imply recommending subscription for or purchase of the Bonds referred to therein, nor indeed any statement whatsoever as to the solvency of the Fund or yield of the Bonds.

0.1 Name and nature of the Asset Securitisation Fund.

The name of the Fund is “**RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS**” (the “**Fund**”). The Management Company will constitute the Fund before the Bond Subscription Period begins in a public deed in pursuance of the provisions of Royal Decree 926/1998, May 14, regulating asset securitisation funds and securitisation fund management companies (“**Royal Decree 926/1998**”), Investment Trusts and Companies System and Mortgage Securitisation Funds Act 19/1992, July 7 (“**Act 19/1992**”), failing a provision in Royal Decree 926/1998, and to the extent applicable, and other applicable laws and regulations.

The Fund shall be a separate closed-end fund, devoid of legal personality. Its assets shall comprise the Mortgage Certificates and the Pass-Through Certificates perfecting the assignment of the Mortgage Loans to be pooled therein upon being constituted, the Cash Reserve and the start-up (constitution and issue) expenses, and its liabilities shall comprise the Bonds issued, the Subordinated Loan and the Start-Up Loan. Additionally, the Fund arranges the Interest Swap to be reported in memorandum accounts.

0.2 Representation of the Fund: Management Company.

EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, is the Management Company that will constitute the Fund and will be responsible for managing and representing the same. It is also the Management Company’s duty, as the manager of third-party funds, to represent and defend the interests of the holders of the Bonds issued by the Fund and of all its other ordinary creditors.

The Management Company is responsible for the facts and figures contained in the Offering Circular, without prejudice to the responsibility of the other undertakings involved.

0.3 Bonds issued by the Fund.

Bond Issue: Face value of EUR one billion one hundred million 1,100,000,000.00 consisting of 11,000 Asset-Backed Bonds (the “**Bonds**”), represented by book entries and comprised of four Bond Series distributed as follows:

		Face Amount per Bond (EUR)	Number of Bonds	Total Series Face Amount (EUR)
Class A	Series A1	100,000.00	9,571	957,100,000.00
	Series A2	100,000.00	1,000	100,000,000.00
	Series B	100.000,00	192	19,200,000.00
	Series C	100.000,00	237	23,700,000.00

Ratings: provisional ratings have been assigned by the Rating Agencies Moody’s Investors Service España, S.A. (“**Moody’s**”) and Fitch Ratings España, S.A. (“**Fitch**”).

	Moody's Ratings	Fitch Ratings
• Series A1	Aaa	AAA
• Series A2	Aaa	AAA
• Series B	Aa3	A+
• Series C	Baa3	BBB-

Secondary market for trading of the Bonds: AIAF FIXED-INCOME MARKET (AIAF MERCADO DE RENTA FIJA) ("AIAF").

Institution in charge of the Bond accounting record: SOCIEDAD DE GESTIÓN DE LOS SISTEMAS DE REGISTRO, COMPENSACIÓN Y LIQUIDACIÓN DE VALORES S.A. ("IBERCLEAR").

0.3.1 Issue Price: 100 percent of the face value of each Bond (EUR 100,000.00), clear of taxes and subscription costs for the subscriber through the Fund.

0.3.2 Nominal Interest Rate.

a) Nominal Interest Rate applicable to Series A1, B and C: variable quarterly for each Interest Accrual Period, shall be the result of adding: (i) the Euribor Reference Rate and (ii) the following margins for each of Series A1, B and C, in accordance with the provisions of section II.10.1 of the Offering Circular.

- **Series A1:** margin ranging between 0.08% and 0.15%, both inclusive.
- **Series B:** margin ranging between 0.20% and 0.35%, both inclusive.
- **Series C:** margin ranging between 0.50% and 0.75%, both inclusive.

The margin applicable to each of Series A1, B and C, expressed as a percentage, shall be determined with one accord among the Lead Managers by 10am (CET time) on the day on which the Subscription Period begins (May 4, 2005). Failing an agreement, the Management Company shall fix the specific margin in respect of which no margin was agreed, as follows:

- **Series A1:** 0.10% margin.
- **Series B:** 0.25% margin.
- **Series C:** 0.60% margin.

Euribor Reference Rate: three- (3-) month Euribor rate, fixed at 11am (CET time) on each Interest Rate Fixing Date (second Business Day preceding each Payment Date), or, upon the failure or impossibility to obtain the same, the substitute rates for which provision is made in section II.10.1.3 of the Offering Circular.

Exceptionally, the Reference Rate for the first Interest Accrual Period shall be the rate resulting from the straight-line interpolation, taking into account the number of days in the first Interest Accrual Period, between the one- (1-) month Euribor rate and the two- (2-) month Euribor rate, fixed at 11am (CET time) on the second 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 II.10.1.3 of the Offering Circular.

b) Nominal Interest Rate applicable to Series A2: variable quarterly for each Series A2 interest accrual period, shall be the lower of: (i) the rate applied by the EUROPEAN INVESTMENT BANK ("EIB Rate"), and (ii) the Euribor Reference Rate increased by a 0.13% margin, in accordance with the provisions of section II.10.1 of the Offering Circular.

Exceptionally, the Nominal Interest Rate applicable to Series A2 for the first interest accrual period shall be the one- (1-) month Euribor rate, fixed at 11am (CET time) on the second Business Day preceding the Closing Date, and shall be notified in writing by the Management Company by the start of the Subscription Period to the EUROPEAN INVESTMENT BANK. The Management Company will also notify this to the CNMV, the Paying Agent, AIAF and IBERCLEAR.

Principal repayment and interest Payment Dates: March 15, June 15, September 15 and December 15 in each year or the following Business Day if any of those is not a Business Day. The first interest Payment Date shall be June 15, 2005.

For the purposes of the Bond Issue, business days (“**Business Days**”) shall mean any day other than a non-business day in the TARGET calendar.

Payment of amounts due on each Series shall be made on each Payment Date provided that the Fund has sufficient liquidity to do so in the Priority of Payments described hereinafter.

0.3.3 Amortisation of the Bonds.

Redemption Price: 100 percent of the face value of each Bond.

Partial Amortisation of the Bonds in each Series.

Bond principal in each Series shall be amortised by partial amortisation on each of the Payment Dates after their amortisation begins until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation applied on each Payment Date to amortising Class A (Series A1 and A2) and/or Series B and/or Series C in accordance with the rules for Distribution of Available Funds for Amortisation between each Series.

The amount applied on each Payment Date to amortising each Series, as appropriate, shall be pro rated between the Bonds in the Series proper by reducing the face amount of each Bond in the relevant Series.

- **Series A1:** The first partial amortisation of Series A1 Bonds shall occur on the first Payment Date (June 15, 2005).
- **Series A2:** Series A2 Bonds shall be amortised in twenty-eight (28) consecutive quarterly instalments on the Series A2 settlement dates comprised between June 15, 2008 and March 15, 2015, both inclusive, and in the amounts shown on the repayment schedule contained in section II.11.2.2.1 of the Offering Circular. Series A2 Bonds will however also be amortised on the Payment Dates on which the Pro Rata Amortisation of Class A applies in certain circumstances and in the amounts calculated as provided for in the rules for Distribution of Available Funds for Amortisation between each Series.
- **Series B:** The first partial amortisation of Series B Bonds shall occur once the Class A (Series A1 and A2) Bonds have been fully amortised. However, even if Class A has not been fully amortised, the Available Funds for Amortisation shall also be applied to amortising Series B on the Payment Date on which the Conditions for Pro Rata Amortisation are satisfied in accordance with the rules for Distribution of Available Funds for Amortisation between each Series, in such a way that the ratio of the Outstanding Principal Balance of Series B to the Outstanding Principal Balance of the Bond Issue is kept at 3.491%, or higher percentage closest thereto.
- **Series C:** The first partial amortisation of Series C Bonds shall occur once the Class A (Series A1 and A2) and the Series B Bonds have been fully amortised. However, even if Class A and Series B have not been fully amortised, the Available Funds for Amortisation shall also be applied to amortising Series C on the Payment Date on which the Conditions for Pro Rata Amortisation are satisfied in accordance with the rules for Distribution of Available Funds for Amortisation between each Series, in such a way that the ratio of the Outstanding Principal Balance of Series C to the Outstanding Principal Balance of the Bond Issue is kept at 4.309%, or higher percentage closest thereto.

Early Amortisation of the Bond Issue.

Without prejudice to the Fund’s obligation, through its Management Company, to amortise the Bonds in each Series on the Final Maturity Date or the partial amortisation on each Payment Date, as established in the preceding paragraphs, the Management Company shall be authorised to proceed to an Early Liquidation of the Fund and hence an early amortisation (“**Early Amortisation**”), on a Payment Date, of the entire Bond Issue in the Early Liquidation Events and subject to the requirements established in section III.7.1 of this Offering Circular.

Final Maturity Date.

The Final Maturity Date and consequently the final amortisation of the Bonds is March 15, 2038 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, proceeding to amortise all or some of the Series in the Bond Issue before the Final Maturity Date.

0.3.4 Subscription and placement procedure.

0.3.4.1 Series A1, B and C Bonds.

Lead Managers: BANCO COOPERATIVO, BBVA, DZ BANK and SOCIÉTÉ GÉNÉRALE.

Underwriters and Placement Agents: BANCO COOPERATIVO, BBVA, DZ BANK, SOCIÉTÉ GÉNÉRALE, ABN AMRO, BANCO PASTOR, BANESTO, CAJA MADRID and EBN.

Investors to whom they are offered: placement of the Series A1, B and C Bonds is targeted at institutional or qualified investors.

Subscription Period: shall commence at 12 o'clock midday (CET time) on May 4, 2005 and end at 4pm (CET time) on the same day.

Closing Date: by 12 o'clock midday (CET time) on May 6, 2005, for same day value.

0.3.4.2 Series A2 Bonds: they shall be fully acquired and paid up on the Closing Date by the EUROPEAN INVESTMENT BANK under the Series A2 Bond Subscription Agreement.

0.3.5 Jurisdiction in the event of litigation.

The constitution of the Fund, the Bond Issue and the agreements for transactions hedging financial risks and the rendering of services to be entered into by the Management Company on behalf of the Fund are subject to Spanish Law. In any event, the Deed of Constitution shall be governed by and construed in accordance with Spanish laws.

All matters, disagreements, actions and claims deriving from the Management Company's constitution, administration and legal representation of RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS, and the Bond Issue by the same, shall be referred to the competent Spanish Courts and Tribunals.

0.4 Assets pooled in the Fund: Mortgage Certificates and Pass-Through Certificates.

The Fund shall pool Mortgage Certificates and Pass-Through Certificates issued by Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C. (collectively, the "**Originators**") on loans owned by the Originators granted to individuals with real estate mortgage security on finished homes located within Spanish territory, both directly and through subrogations of financing granted to developers (the "**Mortgage Loans**").

In the Deed of Constitution, the Originators shall perfect the issue of the Mortgage Certificates and of the Pass-Through Certificates and their subscription by the Fund, represented by the Management Company, making up an as yet indeterminate number whose total principal or capital shall be equal to or slightly in excess of EUR 1,100,000,000.00.

The Pass-Through Certificates will be issued on the Mortgage Loans as established in Act 2/1981 and additional provision five of Act 3/1994, as worded by article 18 of Act 44/2002, because (i) the principal yet to be repaid on certain mortgage loans is in excess of 80 percent of the appraisal value of the mortgaged

property, and because (ii) where earlier mortgages exist, despite having been wholly repaid, they have not been struck off the relevant Land Registry, although they have been filed to be entered. (Section IV.2.1.10) describes the potential legal implications of that).

The Mortgage Loans shall be taken from a selection comprised of 17,994 mortgage loans, the principal of which yet to be repaid amounted as of March 29, 2005 to EUR 1,178,706,344.24, EUR 1,178,501,362.84 being the outstanding principal, and EUR 204,981.40 being the overdue principal. The detailed characteristics of the mortgage loans selected are described in section IV.4 of the Offering Circular.

The details of the 17,994 mortgage loans selected backing the issue of the Mortgage Certificates and the issue of the Pass-Through Certificates, depending on whether (i) the ratio of the principal yet to be repaid at March 29, 2005 to the appraisal value of the mortgaged property is below or above 80 percent, or (ii) previous mortgages are entered in the register as being in force pending execution of the deed of cancellation, because the underlying loans have all been fully repaid, are as follows:

	Mortgage Certificates		Pass-Through Certificates	
	Loans	Principal	Loans	Principal
CAIXA POPULAR-CAIXA RURAL	64	7,567,990.75		
CAIXA RURAL DE BALEARS	288	30,972,418.44	98	13,881,225.06
CAJA CAMPO CAJA RURAL	373	26,527,955.79	54	5,248,417.69
CAJA RURAL CENTRAL	147	16,704,129.60	1	158,703.48
CAJA RURAL DE ALBACETE	98	8,482,663.98	2	189,718.14
CAJA RURAL DE ARAGÓN	1,460	105,689,210.71		
CAJA RURAL DE BURGOS	864	57,707,240.09	2	149,297.66
CAJA RURAL DE GIJÓN	245	13,572,869.47	1	96,000.00
CAJA RURAL DE GRANADA	4,951	275,622,485.04	13	1,188,128.95
CAJA RURAL DE NAVARRA	887	81,447,254.77	123	17,612,085.37
CAJA RURAL DE TENERIFE	678	43,139,376.75	121	12,082,628.86
CAJA RURAL DE TERUEL	170	8,971,939.85	35	3,833,648.02
CAJA RURAL DE ZAMORA	444	28,425,493.19	1	97,524.87
CAJA RURAL DEL DUERO	373	30,556,198.41	6	521,649.58
CAJA RURAL DEL MEDITERRÁNEO, RURALCAJA	4,070	225,085,905.99	13	1,223,925.62
CAJA RURAL DEL SUR	2,407	161,589,608.48	5	360,649.63
Total	17,519	1,122,062,741.31	475	56,643,602.93

0.5 Financial transactions arranged for on behalf of the Fund.

The Management Company shall, on behalf of the Fund, jointly upon executing the Deed of Constitution, proceed to formally enter into the agreements established hereinafter:

- (i) Guaranteed Interest Rate Account (Treasury Account) Agreement.
- (ii) Start-Up Loan Agreement amounting to EUR 4,130,000.00 to be drawn down on the Closing Date.
- (iii) Subordinated Loan Agreement amounting to EUR 11,440,000.00 to be drawn down and used on the Closing Date for initially setting up the Cash Reserve on the terms for which provision is made in section III.2.3 of this Offering Circular.
- (iv) Interest Swap Agreement.
- (v) Mortgage Loan Servicing Agreement.
- (vi) Mortgage Certificate and Pass-Through Certificate Custody Agreement.
- (vii) Series A1, B and C Bond Management and Underwriting and Placement Agreement.
- (viii) Series A2 Bond Subscription Agreement.
- (ix) Bond Paying Agent Agreement.
- (x) Financial Intermediation Agreement.

The Management Company may also in certain circumstances arrange for the Collection Accounts with the Originators.

0.6 Priority rules for payments by the Fund.

0.6.1 Source and application of funds from the first Payment Date, inclusive, until the last Payment Date or liquidation of the Fund, exclusive.

On each Payment Date other than the Final Maturity Date or the Payment Date on which the Early Liquidation of the Fund occurs, the Management Company shall proceed successively to apply the Available Funds and the Available Funds for Amortisation in accordance with the priority of payments established hereinafter for each of them (the “**Priority of Payments**”).

0.6.1.1 Available Funds: source and application.

1. Source: the Available Funds on each Payment Date to meet the Fund’s payment or withholding obligations listed in section 2 below shall be the following amounts credited to the Treasury Account:

- a) Mortgage Certificate and Pass-Through Certificate principal repayment income received during the Determination Period preceding the relevant Payment Date.
- b) Mortgage Certificate and Pass-Through Certificate ordinary and late-payment interest income received during the Determination Period preceding the relevant Payment Date.
- c) The return obtained on the amounts credited to the Treasury Account and, as the case may be, to the Collection Accounts.
- d) The amount of the Cash Reserve on the Determination Date preceding the relevant Payment Date.
- e) Net amounts, if any, received by the Fund under the Interest Swap Agreement and the amount making up the settlement payment in the event of termination of that Agreement.
- f) Any other amounts received by the Fund from the preceding Payment Date, exclusive, until the relevant Payment Date, including those resulting from the sale or utilisation of properties awarded to the Fund.
- g) The balance upon the Start-Up Loan being drawn down to the relevant extent for covering the timing difference between Mortgage Certificate and Pass-Through Certificate interest and Bond interest on the first Payment Date.

Income under items a), b) and f) above received by the Fund and credited to the Treasury Account from the Determination Date, exclusive, preceding the Payment Date for the latter, 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 to meeting payment or withholding obligations falling due on each Payment Date in the following priority of payments, irrespective of the time of accrual, other than item number 1, which may be made at any time as and when due:

1. 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 and the Mortgage Certificate and Pass-Through Certificate Custody Agreement. Only expenses prepaid or disbursed on the Fund’s behalf by and amounts reimbursable to the Servicers, provided they are all properly supported, and the Mortgage Loan servicing fee in the event of a substitution of a servicer other than BANCO COOPERATIVO, shall be made to the Servicers under the Servicing Agreement in this priority.
2. Payment, as the case may be, of the net amounts payable by the Fund under the Interest Swap Agreement and, only in the event of termination of that Agreement following a breach by the Fund or

because the latter is the party affected by objective circumstances subsequently occurring, payment of the amount to be settled by the Fund comprising the settlement payment.

3. Payment of interest due on the Series A1 and Series A2 Bonds.
4. Payment of interest due on the Series B Bonds unless this payment is deferred to 7th place in the priority of payments.

If the Class A Bonds have not been and are not to be fully amortised on the relevant Payment Date, this payment shall be deferred to 7th place if on the relevant Payment Date, upon calculating the application of Available Funds for Amortisation Withholding in 6th place below, this application to be taken into account in that connection, there is to be an Amortisation Deficiency in an amount in excess of the sum of (i) fifty percent (50%) of the issue face amount of the Series B Bonds, and (ii) one hundred percent (100%) of the issue face amount of the Series C Bonds.

5. Payment of interest due on the Series C Bonds unless this payment is deferred to 8th place in the priority of payments.

If the Class A and the Series B Bonds have not been and are not to be fully amortised on the relevant Payment Date, this payment shall be deferred to 8th place if on the relevant Payment Date, upon calculating the application of Available Funds for Amortisation Withholding in 6th place below, this application to be taken into account in that connection, there is to be an Amortisation Deficiency in an amount in excess of fifty percent (50%) of the issue face amount of the Series C Bonds.

6. Bond principal Amortisation Withholding in an amount equal to the positive difference existing between (i) the Outstanding Principal Balance of the Bond Issue and (ii) the Outstanding Balance of Non-Doubtful Mortgage Loans, both on the Determination Date preceding the relevant Payment Date.

Depending on the liquidity existing on each Payment Date, the amount, in accordance with the preceding paragraph, actually applied to the Amortisation Withholding, shall make up the Available Funds for Amortisation which shall be applied between each Series in accordance with the rules for Distribution of Available Funds for Amortisation between each Series established hereinafter in this same section.

7. Payment of interest due on the Series B Bonds when it is deferred from 4th place in the priority of payments as established therein.
8. Payment of interest due on the Series C Bonds when it is deferred from 5th place in the priority of payments as established therein.
9. Withholding of an amount sufficient for the Required Cash Reserve to be maintained.
10. Payment of the settlement payment amount to be made by the Fund, as the case may be, under the Interest Swap Agreement other than in the events provided for in 2nd place above.
11. Payment of interest due on the Start-Up Loan.
12. Payment of interest due on the Subordinated Loan.
13. Repayment of Start-Up Loan principal in the amortised amount.
14. Repayment of Subordinated Loan principal in the amortised amount.
15. Payment to the Servicers under the Servicing Agreement of the fee for servicing the Mortgage Loans.

In the event that any other institution should replace any of the Servicers as Servicer, payment of the Mortgage Loan 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 in the relevant priority, other than in the event that the new servicer is BANCO COOPERATIVO, in which case payment of the servicing fee shall remain in the same 15th place.

16. Payment of the financial intermediation margin established as variable remuneration under the Financial Intermediation Agreement.

Other than Bond principal amortisation, which shall be made in accordance with the rules for Distribution of Available Funds for Amortisation between each Series established in the following section, when accounts for different items exist in a same priority of payments and the remaining 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.

0.6.1.2 Available Funds for Amortisation: source and distribution.

1. **Source:** On each Payment Date, the Available Funds for Amortisation shall be the Amortisation Withholding amount applied in 6th place of the Available Funds on the relevant Payment Date.
2. **Distribution of Available Funds for Amortisation between each Series:** they shall be applied on each Payment Date to amortising each of the Series in accordance with the following rules:
 1. Notwithstanding the provisions of rules 3 and 4 below for pro rata amortisation of the different Series, the Available Funds for Amortisation shall be sequentially applied firstly to amortising Class A until fully amortised, secondly to amortising Series B until fully amortised, and thirdly to amortising Series C until fully amortised.
 2. The Available Funds for Amortisation applied to amortising Class A, both under rule 1 above and under rules 3 and 4 below, shall be applied as follows:
 - 2.1 Ordinary application in the following order:
 1. Repayment of Series A2 Bond principal in the amount of the repayment falling due on the Payment Date in accordance with the repayment schedule established for Series A2.
 2. Repayment of Series A1 Bond principal.
 - 2.2 Exceptional pro rata application of Class A ("**Pro Rata Amortisation of Class A**"): The application priority of paragraph 2.1 above and repayment of Series A2 Bond principal in the amount of the repayment instalment in accordance with the repayment schedule established for Series A2 shall be stopped on any Payment Date if any of the circumstances established below should occur.
 - a) In the event that on the Determination Date preceding the relevant Payment Date the Outstanding Balance of Delinquent Mortgage Loans is in excess of 2.00% of the Outstanding Balance of Non-Doubtful Mortgage Loans.

In that event, on the relevant Payment Date, the Available Funds for Amortisation applied to amortising Class A shall be applied to amortising Series A1 and Series A2 and be prorated among the same directly in proportion to the Outstanding Principal Balances of Series A1 and of Series A2 on the Determination Date preceding the relevant Payment Date.
 - b) In the event that on the relevant Payment Date, if upon calculating the Available Funds for Amortisation and their distribution for repayment of principal of each of the Series in accordance with the remaining rules of this section, the Outstanding Principal Balance of Series A2 is to be in excess of 25% of the Outstanding Principal Balance of the Bond Issue.

In that event, on the relevant Payment Date the Available Funds for Amortisation applied to amortising Class A shall be applied to amortising Series A1 and Series A2 and be distributed among the same in such a way that the ratio of (i) the Outstanding Principal Balance of Series A2 to (ii) the Outstanding Principal Balance of the Bond Issue is kept at 25% or lower percentage closest thereto.
3. However, even if Class A has not been fully amortised, the Available Funds for Amortisation shall also be applied to amortising Series B and/or Series C on the Payment Date on which the following circumstances are satisfied ("**Conditions for Pro Rata Amortisation**"):
 - a) In order for Series B to be amortised pro rata, that on the Determination Date preceding the relevant Payment Date:

- i) the Outstanding Principal Balance of Series B is equal to or greater than 3.491% of the Outstanding Principal Balance of the Bond Issue; and
 - ii) the Outstanding Balance of Delinquent Mortgage Loans does not exceed 1.50% of the Outstanding Balance of Non-Doubtful Mortgage Loans.
 - b) In order for Series C to be amortised pro rata, that on the Determination Date preceding the relevant Payment Date:
 - i) the Outstanding Principal Balance of Series C is equal to or greater than 4.309% of the Outstanding Principal Balance of the Bond Issue; and
 - ii) the Outstanding Balance of Delinquent Mortgage Loans does not exceed 1.00% of the Outstanding Balance of Non-Doubtful Mortgage Loans.
 - c) In order for Series B and Series C to be amortised pro rata:
 - i) that the Required Cash Reserve is to be fully provisioned on the relevant Payment Date; and
 - ii) that on the Determination Date preceding the relevant Payment Date, the Outstanding Balance of the Mortgage Loans is less than 10 percent of the initial Outstanding Balance upon the Fund being constituted.
4. In the event that the pro rata amortisation of Series B and/or Series C should apply on a Payment Date as provided for in rule 3 above, the Available Funds for Amortisation shall also be applied to amortising Series B and/or Series C in such a way that the ratio of the Outstanding Principal Balance of Series B or of Series C to the Outstanding Principal Balance of the Bond Issue is respectively kept at 3.491% or 4.309%, or higher percentages closest thereto.

0.6.2 Liquidation Priority of Payments.

The Management Company shall proceed to liquidate the Fund upon the Fund being liquidated on the Final Maturity Date or on the Payment Date on which there is an Early Liquidation in accordance with the provisions of section III.7 of the Offering Circular, by applying the available funds obtained upon liquidation to the following items (the "**Liquidation Available Funds**"): (i) the Available Funds, (ii) the amounts obtained by the Fund from time to time upon disposing of the assets in connection with the Mortgage Certificates and the Pass-Through Certificates remaining and, as the case may be, (iii) the amount drawn under a credit facility to be arranged and fully assigned to the final amortisation of the Bonds, in accordance with the provisions of section III.7.1, in the following priority of payments (the "**Liquidation Priority of Payments**"):

1. Reserve to meet the final tax, administrative or advertising expenses deriving from termination and liquidation of the Fund.
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 amounts reimbursable to the Servicers in relation to the Mortgage Loans, provided they are all properly supported, and the Mortgage Loan servicing fee in the event of a substitution of a servicer other than BANCO COOPERATIVO, shall be made to the Servicers under the Servicing Agreement in this priority.
3. Payment of amounts, if any, due upon termination of the Interest Swap Agreement and, only in the event of termination of that Agreement following a breach by the Fund or because the Fund is the party affected by objective circumstances subsequently occurring, payment of the settlement payment amount payable by the Fund.
4. Payment of interest due on the Series A1 and Series A2 Bonds.
5. Repayment of Series A1 and Series A2 Bond principal.
6. Payment of interest due on the Series B Bonds.
7. Repayment of Series B Bond principal.
8. Payment of interest due on the Series C Bonds.
9. Repayment of Series C Bond principal.

10. Payment of the settlement payment amount to be made by the Fund, as the case may be, under the Interest Swap Agreement other than in the events provided for in 3rd place above.
11. Payment of interest due and repayment of principal on the Subordinated Loan.
12. Payment of interest due and repayment of principal on the Start-Up Loan.
13. Payment to the Servicers under the Servicing Agreement of the fee for servicing the Mortgage Loans.

In the event that any other institution should replace any of the Servicers as Servicer, payment of the Mortgage Loan 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 in the relevant priority, other than in the event that the new servicer is BANCO COOPERATIVO, in which case payment of the servicing fee shall remain in the same 13th place.

14. Payment of the financial intermediation margin established as variable remuneration under the Financial Intermediation Agreement.

Where receivables for different items exist in a same priority of payments on the Final Maturity Date or on the Payment Date on which there is an Early Liquidation and the Liquidation Available Funds are not sufficient to settle the amounts due under all of them, the 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 accounts payable fall due.

0.7 Liquidation and termination of the Fund.

Termination of the Fund.

The Fund shall terminate in the following events:

- (i) Upon the Mortgage Certificates and the Pass-Through Certificates pooled therein being fully amortised.
- (ii) Upon the Bonds issued being fully amortised.
- (iii) Upon the Early Liquidation procedure ending, subject to the requirements and procedures contained in section III.7.1 of the Offering Circular.
- (iv) At all events, upon the Fund being finally liquidated on the Final Maturity Date (on March 15, 2038 or the following Business Day if that is not a Business Day).
- (v) Upon the Fund constitution terminating in the event that the Ratings Agencies should not confirm the assigned provisional ratings as final ratings by the start of the Subscription Period.

0.8 Risks inherent in the Bonds.

a) Risk of default on the Mortgage Certificates and the Pass-Through Certificates.

The holders of the Bonds issued by the Fund shall bear the risk of default on the Mortgage Certificates and the Pass-Through Certificates pooled therein.

b) Early amortisation risk of the Mortgage Certificates and the Pass-Through Certificates.

There will be an early amortisation of the Mortgage Certificates and the Pass-Through Certificates pooled in the Fund when the Mortgage Loan Obligors prepay the portion of principal pending repayment or in the event that the Fund should be substituted in its position with respect to the relevant Mortgage Loans by a financial institution licensed to do so.

That early amortisation risk shall pass quarterly on each Payment Date to the Bondholders in each Series by the partial amortisation of the Bonds in accordance with the rules for Distribution of Available Funds for Amortisation between each Series.

c) Limited Hedging.

A high level of delinquency of the Mortgage Loans might reduce or indeed exhaust the limited hedging given by the Cash Reserve amount, described in section III.2.3 of this Offering Circular. Moreover, the degree of subordination in interest payment and principal repayment of the Series C Bonds with respect to the Class A Bonds and the Series B Bonds, and of the latter with respect to the Class A Bonds, derived from their position in the Fund Priority of Payments and Liquidation Priority of Payments, is also a mechanism for distinctly hedging the different Series.

d) Liquidity.

There is no assurance that the Bonds will be traded on the market with a minimum frequency or volume.

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

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.

e) Yield.

Mortgage Loan repayment performance is influenced by a number of economic and social factors such as market interest rates, the Obligors' employment and economic status and the general economic activity, preventing their predictability.

Calculation of the internal rate of return, average life and duration of the Bonds referred to in the Offering Circular 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.

f) Late-payment interest.

Late payment of interest accrued to the Bondholders shall not result in late-payment interest accruing to their favour. Moreover, late principal repayment to the Bondholders in any of the Series shall not result in late-payment interest accruing to their favour either.

0.9 No right of action.

The Bondholders and the remaining creditors of the Fund shall have no recourse whatsoever against Obligors who may have defaulted on their Mortgage Loan payment obligations. Any such rights shall lie with the Management Company, representing the Fund holding the Mortgage Certificates and the Pass-Through Certificates.

The Bondholders and the remaining 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 default or early amortisation of the Mortgage Certificates and of the Pass-Through Certificates, a breach 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.

The Bondholders and the remaining creditors of the Fund shall have no recourse against the Management Company other than as derived from a breach of its duties.

This is a Certified Translation into English of the Spanish Offering Circular. No document other than the Spanish Offering Circular approved by the Comisión Nacional del Mercado de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.

CHAPTER I

PERSONS TAKING RESPONSIBILITY FOR AND BODIES SUPERVISING THE CONTENTS OF THE OFFERING CIRCULAR

I.1 Persons taking responsibility for the contents of the Offering Circular.

I.1.1 Individuals taking responsibility for the contents of the Offering Circular on behalf of the Management Company.

Mr Mario Masiá Vicente, of full age, who holds Spanish Tax Identification number 50,796,768-A, acting for and on behalf of EUROPEA DE TITULIZACIÓN S.A. SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN (the "**Management Company**"), sponsoring RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS (the "**Fund**"), takes responsibility for the contents of this Offering Circular.

Mr Mario Masiá Vicente is acting as General Manager of the Management Company using the authorities conferred by the Board of Directors at its meetings held on January 19, 1993 and January 28, 2000, and expressly for constituting the Fund pursuant to authorities conferred by the Board of Directors at its meeting held on March 29, 2005.

EUROPEA DE TITULIZACIÓN S.A. SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN has its registered office at Madrid, Calle Lagasca, number 120, and VAT Reg. no. A-80514466.

I.1.2 Declaration by the above-mentioned individual(s) on the information contained in the Offering Circular.

Mr Mario Masiá Vicente confirms that the facts and figures contained in the Offering Circular are truthful and that no relevant detail has been omitted nor has misleading information been included.

I.2 Supervisory Bodies.

The constitution of the Fund and issue of the Asset-Backed Bonds (hereinafter also the "**Bonds**") are subject to the condition precedent of the registration in the official registers of the Comisión Nacional del Mercado de Valores ("**CNMV**") of the Offering Circular and other supporting documents, in accordance with the provisions of article 5.1.e) of Royal Decree 926/1998.

This full Offering Circular regarding the constitution of the Fund and issue of the Bonds (hereinafter also the "**Offering Circular**") has been entered in the official registers of the CNMV on April 28, 2005.

Registration of the Offering Circular by the CNMV does not imply recommending subscription for or purchase of the securities referred to therein, nor indeed any statement whatsoever as to the solvency of the Fund or yield of the issued or offered securities.

I.3 Audit report on the assets securitised through the Fund.

Appendix V to this Offering Circular contains the audit report drawn up by the firm PricewaterhouseCoopers Auditores, S.L. on a selection of portfolio mortgage loans of Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C., part of which are the Mortgage Loans to be assigned to the Fund upon being constituted by means of the issue of the Mortgage Certificates and of the Pass-Through Certificates. The firm PricewaterhouseCoopers Auditores, S.L. ("**PricewaterhouseCoopers**"), is entered in the Official Register of

Auditors (ROAC) under number S0242 and its registered office is located in Madrid, Paseo de la Castellana, number 43.

In addition to other matters, that Report deals with verifying fulfilment by the selected mortgage loans of the terms required by Mortgage Market Regulation Act 2/1981, March 25, ("**Act 2/1981**") for issuing Mortgage Certificates, and Act 2/1981 and article 18 of Act 44/2002 for issuing Pass-Through Certificates.

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

CHAPTER II

INFORMATION REGARDING THE SECURITIES ISSUED BY THE FUND

II.1 Information on prerequisites and resolutions.

II.1.1 Issue resolutions and statutory requirements.

a) Corporate resolutions.

Resolution to issue Mortgage Certificates and Pass-Through Certificates:

The Management Boards of Caixa Popular-Caixa Rural S.C.C.V. at a meeting held on February 21, 2005, Caixa Rural de Balears S.C.C. at a meeting held on January 24, 2005, Caja Campo, Caja Rural, S.C.C. at a meeting held on March 7, 2005, Caja Rural Central S.C.C. at a meeting held on December 28, 2004, Caja Rural de Albacete, S.C.C. at a meeting held on February 25, 2005, Caja Rural de Aragón S.C.C. at a meeting held on January 31, 2005, Caja Rural de Burgos C.C. at a meeting held on March 1, 2005, Caja Rural de Gijón, S.C.C. at a meeting held on February 17, 2005, Caja Rural de Granada, S.C.C. at a meeting held on February 8, 2005, Caja Rural de Navarra S.C.C. at a meeting held on January 28, 2005, Caja Rural de Tenerife S.C.C. at a meeting held on January 24, 2005, Caja Rural de Teruel S.C.C. at a meeting held on January 20, 2005, Caja Rural de Zamora C.C. at a meeting held on January 27, 2005, Caja Rural del Duero S.C.C. at a meeting held on March 4, 2005, Caja Rural del Mediterráneo, Ruralcaja, S.C.C. at a meeting held on January 31, 2005, and Caja Rural del Sur S.C.C. at a meeting held on March 8, 2005 (the "**Originator(s)**"), resolved that the issue of Mortgage Certificates and of Pass-Through Certificates be authorised, in order to be fully subscribed for by the Fund forthwith upon being constituted.

Attached as Appendix II to this Offering Circular is a photocopy of a transcript of the resolutions of the Management Boards of each of the Originators.

Resolution to set up the Fund:

At its meeting of March 29, 2005, the Board of Directors of EUROPEA DE TITULIZACIÓN S.A. SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN resolved that RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS be set up in accordance with the legal system for which provision is made in Royal Decree 926/1998 and in Act 19/1992, that the Mortgage Certificates and the Pass-Through Certificates issued by the Originators be subscribed for, and that the Bonds be issued by the Fund.

Attached as Appendix III is a photocopy of a transcript of the resolutions of the Management Company's Board of Directors.

b) Registration by the CNMV.

This Offering Circular regarding the constitution of the Fund and issue of the Bonds has been entered by the CNMV in its Official Registers on April 28, 2005.

c) Execution of the Fund public deed of constitution.

Upon the CNMV registering this Offering Circular and without the Bond Subscription Period having yet begun, the Management Company shall with the presence of the Originators proceed to execute a public deed whereby RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS will be constituted, the Originators will issue and the Fund will subscribe for the Mortgage Certificates and the Pass-Through Certificates, and the Fund will issue the Bonds (the "**Deed of Constitution**"), on the terms provided in article 6 of Royal Decree 926/1998. The Deed of Constitution shall be executed on April 29, 2005.

The Management Company agrees, on the Fund's behalf, that the contents of the Deed of Constitution shall match the provisions of this Offering Circular and the draft deed of constitution submitted to the CNMV.

The Deed of Constitution shall be submitted to the CNMV to be entered in the public registers before the Bond Subscription Period begins.

II.1.2 Information on prerequisites and resolutions for the Bonds to be listed on the Stock Exchange or the organised secondary market.

The Bonds issued by the Fund shall be exclusively represented by means of book entries and the Fund Deed of Constitution shall have the effects provided in article 6 of the Securities Market Act. The Management Company shall, for and on behalf of the Fund, forthwith upon the execution of the Deed of Constitution, apply for the issue to be included in Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A. (“**IBERCLEAR**”), and, once the Bonds have been paid up, for this Bond issue to be included on AIAF Fixed-Income Market (“**AIAF**”), which is a recognised official secondary securities market pursuant to Transitional Provision six of Securities Market Act Reform Act 37/1998, November 16, in order for the Bonds to be traded, cleared and settled in accordance with the operating rules which may be established now or henceforth by IBERCLEAR and AIAF, or any other replacement institution.

II.2 Prior administrative authorisation of the Bond Issue.

No prior administrative authorisation other than registration in the official registers of the CNMV is required.

The CNMV has made no warning or consideration whatsoever concerning the constitution of the Fund and issue of the Bonds.

II.3 Assessment of the risk inherent in the Bonds.

The Management Company has entrusted the assessment of the credit risk of the Bonds to Moody’s Investors Service España, S.A. and Fitch Ratings España, S.A., which rating agencies (jointly the “**Rating Agencies**”) are recognised by the CNMV, for the purposes of the provisions of article 5.8 of Act 19/1992.

Moody’s Investors Service España, S.A. is an affiliated Spanish company operating in accordance with the methodology, standards and quality control of Moody’s Investors Service Limited (each of them “**Moody’s**” without distinction).

On April 27, 2005, Moody’s Investors Service España, S.A. assigned the following provisional ratings to each of the Bond Series, and expects to assign the same final ratings by the start of the Bond Subscription Period.

Bond Series	Moody’s Ratings
Series A1	Aaa
Series A2	Aaa
Series B	Aa3
Series C	Baa3

Fitch Ratings España, S.A. is an affiliated Spanish company operating in accordance with the methodology, standards and quality control of Fitch Ratings Limited (each of them “**Fitch**” without distinction).

On April 27, 2005, Fitch Ratings España, S.A. assigned the following provisional ratings to each of the Bond Series, and expects to assign the same final ratings by the start of the Bond Subscription Period.

Bond Series	Fitch Ratings
Series A1	AAA
Series A2	AAA
Series B	A+
Series C	BBB-

If the Rating Agencies should not confirm the assigned provisional ratings as final by the start of the Subscription Period, this circumstance would forthwith be notified to the CNMV and be publicised in the manner for which provision is made in section III.4.2.c). Furthermore, this circumstance would result in the Fund, the issue of and subscription for the Mortgage Certificates and the Pass-Through Certificates and the Bond Issue being terminated.

Appendix IV to this Offering Circular contains a copy of the letters notifying the provisional ratings assigned by Moody's and Fitch.

Ratings given by Moody's.

The following are Moody's rating scales for long- and short-term debt issues:

	Long-Term		Short-Term
Investment Grade	Aaa	}	→ Prime-1 (P-1)
	Aa1		
	Aa2 Aa3		
	A1	}	→ Prime-2 (P-2)
	A2		
	A3		
	Baa1	}	→ Prime-3 (P-3)
	Baa2		
	Baa3		
Speculative Grade	Ba1	}	→ Not Prime (NP)
	Ba2		
	Ba3		
	B1		
	B2		
	B3		
	Caa1		
	Caa2		
	Caa3		
	Ca		
C			

The following is the meaning ascribed by Moody's to the long- and short-term ratings used in this Offering Circular and the intermediates between them.

Long-Term

- Aaa** Bonds which are rated "Aaa" are judged to be of the best quality. They carry the smallest degree of investment risk and are generally referred to as "gilt-edged". Interest payments are protected by a large or by an exceptionally stable margin and the principal is secure.
- Aa** Bonds which are rated "Aa" are judged to be of high quality by all standards. Together with the Aaa group they comprise what are generally known as high-grade bonds. They are rated lower than the best bonds because margins of protection may not be as large as in Aaa securities or fluctuation of protective elements may be of greater amplitude or there may be other elements present which make the long-term risk appear somewhat larger than the Aaa securities.
- A** Bonds which are rated "A" possess many favourable investment attributes and are to be considered as upper-medium-grade obligations. Factors giving security to principal and interest payments are considered adequate, but elements may be present which suggest a susceptibility to impairment some time in the future.
- Baa** Bonds which are rated "Baa" are considered as medium-grade obligations. Interest payments and principal security appear adequate for the present but certain protective elements may be lacking or

may be characteristically unreliable over any great length of time. Such bonds lack outstanding investment characteristics and in fact have speculative characteristics as well.

- Ba** Bonds which are rated “Ba” are judged to have speculative elements; their future cannot be considered as well-assured. Often the protection of interest and principal payments may be very moderate, and thereby not well safeguarded during both good and bad times over the future.

Moody’s applies numerical modifiers 1, 2, and 3 in each long-term rating category from Aa through Caa, inclusive. Modifier 1 indicates that the security ranks in the higher end of its rating category; modifier 2 indicates a mid-range ranking; and modifier 3 indicates a ranking in the lower end.

Short-Term

- P-1** Superior ability to repay short-term debt obligations.

Ratings given by Fitch.

The following are Fitch’s rating scales for long- and short-term debt issues:

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

The following is the meaning ascribed by Fitch to the long- and short-term ratings used in this Offering Circular and the intermediates between them.

Long-Term

- AAA** Highest credit quality. “AAA” ratings denote the lowest expectation of credit risk. They are assigned only in case of exceptionally strong capacity for timely payment of principal and interest on financial commitments. This capacity is highly unlikely to be adversely affected by foreseeable events.
- AA** Very high credit quality. “AA” ratings denote a very low expectation of credit risk. They indicate very strong capacity for timely payment of principal and interest on financial commitments. This capacity is not significantly vulnerable to foreseeable events
- A** High credit quality. “A” ratings denote a low expectation of credit risk. The capacity for timely payment of principal and interest on financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to changes in circumstances and in economic conditions than is the case for higher ratings.

BBB Good credit quality. “BBB” ratings indicate that there is currently a low expectation of credit risk. The capacity for timely payment of principal and interest on financial commitments is considered adequate, but adverse changes in circumstances and in economic conditions are more likely to impair this capacity. This is the lowest investment-grade category.

BB This is the highest rating within the “speculative grade” category. “BB” ratings indicate that there is a possibility of credit risk developing, particularly as the result of adverse economic change over time.

Short-Term

F1 Highest credit quality. Indicates the strongest capacity for timely payment of financial commitments; may have an added “+” to denote any exceptionally strong credit feature.

Fitch may append “+” or “-” to a rating to denote relative status within major rating categories. Such suffixes are not added to the “AAA” long-term rating category, to categories below “CCC”, or to short-term ratings other than “F1”.

Rating considerations.

The ratings assigned to each of the Bond Series by Moody’s measure the expected loss before the Final Maturity Date, the structure allowing prompt interest payment and principal payment during the life of the transaction and, in any event, before the Final Maturity Date.

The ratings assigned to each of the Bond Series by Fitch measure the Fund’s ability to meet interest payments as they fall due on each set Payment Date and principal repayment throughout the life of the transaction and, in any event, before the Final Maturity Date, in accordance with the terms stipulated for each Series in the Offering Circular and in the Deed of Constitution allowing Series B and C Bond interest payment to be deferred in certain circumstances. This means that interest on these Bonds might not be received for a period of time if the circumstances established for deferment should occur, although such deferment shall not be an event of default on the Bonds.

The rating takes into account the structure of the Bond Issue, the legal aspects thereof and of the issuing Fund, the characteristics of the mortgage loans selected to be assigned to the Fund by means of the issue of the Pass-Through Certificates and the regularity and continuity of the operating flows.

The Rating Agencies’ ratings 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 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.

The Rating Agencies may revise, suspend or withdraw the final ratings assigned 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 III.4.2.

In carrying on the rating and monitoring process, Moody’s and Fitch rely on the accuracy and wholeness of the information provided by the Originators, the Management Company, auditors, lawyers and other experts.

Undertakings by the Management Company.

The Management Company, on behalf of the Fund, agrees to report regularly to Moody's and Fitch as to the status of the Fund and the performance of the Mortgage Certificates and of the Pass-Through Certificates. It shall also report when reasonably required to do so and in any event whenever there is a change in the conditions of the Fund, in the agreements entered into by the Fund through its Management Company or in the parties concerned.

II.4 Nature and denomination of the Bonds offered.

The amount of the issue of asset-backed bonds (the "**Bond Issue**" or generically the "**Bonds**") totals a face value of EUR one billion one hundred million (1,100,000,000.00) and consists of eleven thousand (11,000) Bonds having a unit face value of EUR one hundred thousand (100,000) pooled in four (4) Bond Series as detailed in section II.6 below.

II.4.1 Legal system of the securities, specifying the procedures guaranteeing the certainty and effectiveness of the rights of their first and subsequent holders.

The constitution of and the Bond Issue by the Fund are carried out pursuant to Royal Decree 926/1998 and Act 19/1992 failing a provision in Royal Decree 926/1998 and to the extent applicable, and pursuant to Act 3/1994, as worded by article 18 of Act 44/2002.

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.

As provided in section II.5 of this chapter, the Bonds shall be represented by means of book entries. The Bondholders will be identified as such when entered in the accounting record kept by IBERCLEAR or any other replacement organisation, and the relevant member may issue certificates of title when so requested by the Bondholder and at the Bondholder's expense; the provisions of Title I, Chapter I, section four of the Book Entries and Stock Exchange Transaction Clearing and Settlement Royal Decree 116/1992, February 14, ("**Royal Decree 116/1992**") will apply in this connection.

The Bonds may be freely transferred by any means admissible at Law and in accordance with the rules of the market on which they are traded. A transfer in the accounts 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 certificates and the transfer shall thereupon be enforceable on third parties. In this sense, no claim may be lodged against a third party acquiring the Bonds represented by book entries for valuable consideration from whoever has capacity to transfer the same, according to the book entries, unless he acted in bad faith or with gross negligence at the time of the acquisition.

Bondholders are bound in respect of Bond interest payment and principal repayment by the Fund Priority of Payments and Liquidation Priority of Payments.

II.4.2 Implications between the schedule of principal and interest payments on those Bonds and the cash flows of the assets securitised through the Fund.

In order to cover timing differences between the scheduled flows of repayment of principal and interest on the Mortgage Certificates and the Pass-Through Certificates and on the Bonds issued by the Fund, the Management Company, on behalf of the Fund, shall enter into a Guaranteed Interest Rate Account (Treasury Account) Agreement with BANCO COOPERATIVO whereby the amounts received by the Fund from the Mortgage Certificates and the Pass-Through Certificates, as both repayment of principal and interest, as well as the amounts referred to in section V.3.1 of the Offering Circular, will be invested until the following Bond Payment Date, on which Bond principal repayment and interest payment shall be made. Furthermore, the Fund has other financial hedging transactions covering up to a limit the risk of shortfall of the Fund's resources to service the Bonds and which have been deemed sufficient by the Rating Agencies to assign each Bond Series the rating referred to in section II.3 of this Offering Circular.

II.4.3 Other implications and risks that might, due to the legal and economic nature of the assets pooled in the Fund, affect servicing of the securities issued by the Fund resulting from the asset securitisation process.

a) Risk of default on the Mortgage Certificates and the Pass-Through Certificates.

The holders of the Bonds issued by the Fund shall bear the risk of default on the Mortgage Certificates and the Pass-Through Certificates pooled therein.

The Originators shall have no liability whatsoever for the Obligors' default of principal, interest or any other amount they may owe under the Mortgage Loans. The Originators 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 Mortgage Certificates and the Pass-Through Certificates, other than where any of these or of the underlying Mortgage Loans fail to conform upon the Fund being constituted to the representations contained in section IV.1.1 of this Offering Circular.

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

b) Early amortisation risk of the Mortgage Certificates and the Pass-Through Certificates.

There will be an early amortisation of the Mortgage Certificates and the Pass-Through Certificates pooled in the Fund when the Mortgage Loan Obligors prepay the portion of principal pending repayment, on the terms set in each of the Mortgage Loan documents. Similarly, there will be a full amortisation of the Mortgage Certificates and the Pass-Through Certificates in the event that the Fund should be substituted in its position with respect to the relevant Mortgage Loans by a financial institution licensed to do so, in pursuance of Mortgage Loan Subrogation and Amendment Act 2/1994, March 30 ("**Act 2/1994**") or in any other event having the same effect.

That prepayment risk shall pass quarterly on each Payment Date to the Bondholders in each Series by the partial amortisation of the Bonds, in accordance with the rules for Distribution of Available Funds for Amortisation between each Series as provided for in section II.11.3.1 of this Offering Circular.

c) Limited Hedging.

An investment in the Bonds may be affected, among other circumstances, by a downturn in general economic conditions adversely affecting payments of the Mortgage Loans backing the Bond Issue of the Fund. A high level of delinquency of the Mortgage Loans might reduce or indeed exhaust the limited hedging given by the Cash Reserve amount, described in section III.2.3 of this Offering Circular. Moreover, the degree of subordination in interest payment and principal repayment of the Series B and Series C Bonds with respect to the Class A Bonds, derived from their position in the Fund Priority of Payments and Liquidation Priority of Payments, is also a mechanism for distinctly hedging the different Series.

d) Liquidity.

There is no assurance that the Bonds will be traded on the market with a minimum frequency or volume.

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

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 established in section III.7.1 of this Offering Circular.

e) Yield.

Mortgage Loan repayment performance is influenced by a number of geographic, economic and social factors such as seasonality, market interest rates, the Obligors' employment and economic status and the general economic activity, preventing their predictability.

Calculation of the internal rate of return, average life and duration of the Bonds specified in the Offering Circular is subject, inter alia, to assumed Mortgage Loan prepayment rates that may not be fulfilled, and to future market interest rates, given the floating nature of the nominal interest rate of each Series.

f) Late-payment interest.

Late payment of interest accrued to the Bondholders shall not result in late-payment interest accruing to their favour. Moreover, late principal repayment to the Bondholders in any of the Series shall not result in late-payment interest accruing to their favour either.

II.5 Form of representation and name and place of business of the institution in charge of the accounting record.

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 this connection, and for the record, the Deed of Constitution shall have the effects prescribed by article 6 of the Securities Market Act.

IBERCLEAR 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 listed on the AIAF, and represented by book entries, established now or henceforth by IBERCLEAR or AIAF. Such designation shall be entered in the Official Registers of the CNMV.

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

Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A., Iberclear, has its place of business at Calle Pedro Teixeira, no. 8, Madrid.

II.6 Face amount of the Bond Issue.

The amount of the Bond Issue totals a face value of EUR one billion one hundred million (1,100,000,000.00) and consists of eleven thousand (11,000) Bonds represented by book entries and comprised of four Bond Series distributed as follows:

- a) Class A comprising two Series having a total face amount of EUR one billion and fifty-seven million one hundred thousand (1,057,100,000.00) (either “**Class A**” or the “**Class A Bonds**”).
 - i) Series A1 having a total face amount of EUR nine hundred and fifty-seven million one hundred thousand (957,100,000.00) comprising nine thousand five hundred and seventy-one (9,571) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either “**Series A1**” or the “**Series A1 Bonds**”).
 - ii) Series A2 having a total face amount of EUR one hundred million (100,000,000.00) comprising one thousand (1,000) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either “**Series A2**” or the “**Series A2 Bonds**”).
- b) Class B comprising a single Series B having a total face amount of EUR nineteen million two hundred thousand (19,200,000.00) comprising one hundred and ninety-two (192) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either “**Series B**” or the “**Series B Bonds**”).
- c) Class C comprising a single Series C having a total face amount of EUR twenty-three million seven hundred thousand (23,700,000.00) comprising two hundred and thirty-seven (237) Bonds having a unit face value of EUR one hundred thousand (100,000), represented by means of book entries (either “**Series C**” or the “**Series C Bonds**”).

Payment of interest and repayment of principal on the Series B and C Bonds is deferred with respect to the Class A Bonds, as provided in the Fund Priority of Payments and Liquidation Priority of Payments.

Payment of interest and repayment of principal on the Series C Bonds is deferred with respect to the Class A and the Series B Bonds, as provided in the Fund Priority of Payments and Liquidation Priority of Payments.

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

II.7 Face and actual amounts of each Bond.

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

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

II.8 Fees and related expenses of every description that must be borne by the investors upon subscribing for the securities issued by the Fund.

The Fund, as Bond issuer, shall neither shift to nor charge the investor any expense item whatsoever for subscribing for the Bonds. The issue price detailed in section II.7 above is clear of taxes and subscription costs for the subscriber through the Fund.

II.9 Fees borne by the holders of the Bonds.

The expenses of including the Bond Issue in the accounting record of IBERCLEAR shall be borne by the Fund and may not be shifted to the Bondholders. IBERCLEAR charges no fee whatsoever for maintaining a balance.

In accordance with the laws in force for the time being, the members of IBERCLEAR may nevertheless establish such fees and expenses to be charged to the Bondholder, for managing securities, as they may freely determine, and duly notified to the Bank of Spain or the CNMV, being their supervisory bodies.

II.10 Interest rate clause.

II.10.1 Bond nominal interest rate.

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

The resultant yearly nominal interest rate (the “**Nominal Interest Rate**”) for each of the Series shall be payable by interest accrual periods in arrears on each Payment Date on the Outstanding Principal Balance of the Bonds in each Series, provided that the Fund has sufficient liquidity in the Priority of Payments or in the Liquidation Priority of Payments, as the case may be.

II.10.1.1 Interest Accrual.

The duration of each Bond Series shall be divided into successive interest accrual periods:

a) Series A1, B and C Interest Accrual Periods.

The Series A1, B and C interest accrual periods (“**Interest Accrual Periods**”) shall comprise the exact number of days elapsed between every two consecutive Payment Dates (on March 15, June 15, September 15 and December 15 or the following Business Day if any of those is not a Business Day), each Series A1, B and C Interest Accrual Period including the beginning Payment Date but not including the ending Payment Date. Exceptionally, the duration of the first Series A1, B and C Interest Accrual Period shall be equivalent to that comprised between the Closing Date, inclusive, and the first Payment Date, to wit June 15, 2005, exclusive.

Series A1, B and C interest shall be accrued at the Nominal Interest Rate applicable to them and on the exact number of days elapsed in each Interest Accrual Period for which it was determined, calculated on the basis of a 360-day year.

b) Series A2 interest accrual periods.

The Series A2 interest accrual periods shall comprise the exact number of days elapsed between every two consecutive settlement dates on March 15, June 15, September 15 and December 15, whether or not those are Business Days. Each interest accrual period shall include the beginning settlement date and exclude the ending settlement date. Nevertheless, as established in section II.10.3.b), payment of interest accrued shall be made by interest accrual periods in arrears on the relevant Payment Date which might not fall on the settlement date if that is not a Business Day.

In the event that any of the Payment Dates should not fall on the relevant Series A2 settlement date because the latter is not a Business Day, interest accrued until the Series A2 settlement date, not inclusive, shall be paid on the next succeeding Payment Date and the then-current Series A2 interest accrual period shall not be extended until said next succeeding Payment Date.

Exceptionally, the duration of the first Series A2 interest accrual period shall be equivalent to that comprised between the Closing Date, inclusive, and the first Series A2 settlement date, June 15, 2005, exclusive.

Series A2 interest shall be accrued at the Nominal Interest Rate applicable to Series A2 and on the exact number of days elapsed in each interest accrual period for which it was determined, calculated on the basis of a 360-day year.

The withholdings, contributions and taxes established now or in the future on the Bond principal, interest or income shall be exclusively payable by the Bondholders, and their amount shall be deducted, as the case may be, by the Management Company, for and on behalf of the Fund, in the manner statutorily prescribed.

II.10.1.2 Nominal Interest Rate.

a) Nominal Interest Rate applicable to Series A1, B and C.

The Nominal Interest Rate applicable to Series A1, B and C determined for each Interest Accrual Period shall be the result of adding:

- (i) the Euribor reference rate (the "**Euribor Reference Rate**") as defined in the following paragraph, and
- (ii) a margin for each of Series A1, B and C as follows:

- **Series A1:** margin ranging between 0.08% and 0.15%, both inclusive.
- **Series B:** margin ranging between 0.20% and 0.35%, both inclusive.
- **Series C:** margin ranging between 0.50% and 0.75%, both inclusive.

The margin applicable to each of Series A1, B and C, expressed as a percentage, shall be determined with one accord among the Lead Managers by 10am (CET time) on the day on which the Subscription Period begins (May 4, 2005).

Failing an agreement, the Management Company shall fix the specific margin in respect of which no margin was agreed, as follows:

- **Series A1:** 0.10% margin.
- **Series B:** 0.25% margin.
- **Series C:** 0.60% margin.

The final margins applicable to each of Series A1, B and C fixed shall be notified by the Management Company by the start of the Subscription Period to the Lead Managers and to the Underwriters and Placement Agents, to be reported to investors interested in subscribing for the Series A1, B and C Bonds. The Management Company will also notify this to the CNMV as information in addition to this Offering

Circular. The final margin applicable to each of the Series shall be set down on the notarial certificate recording payment of the Bond Issue.

The resultant Nominal Interest Rate shall be expressed as a percentage rounded to the nearest thousandth of a percentage point or rounded up to the nearest point where the differences of rounding up or down to the nearest thousandths are identical.

b) Nominal Interest Rate applicable to Series A2.

The Nominal Interest Rate applicable to Series A2 and determined for each Series A2 interest accrual period, shall be the lower of: (i) the EIB Rate as defined in the following paragraph, and (ii) the Euribor Reference Rate, as defined in the following paragraph, increased by a 0.13% margin.

Exceptionally, the Nominal Interest Rate applicable to Series A2 for the first interest accrual period shall be the one- (1-) month Euribor rate, fixed at 11am (CET time) on the second Business Day preceding the Closing Date, and shall be notified in writing by the Management Company by the start of the Subscription Period to the EUROPEAN INVESTMENT BANK. The Management Company will also notify this to the CNMV, the Paying Agent, AIAF and IBERCLEAR.

The resultant Nominal Interest Rate shall be expressed rounded to the nearest hundred thousandth of a percentage point.

II.10.1.3 Reference Rate and determining the same.

a) Euribor Reference Rate.

Euribor Reference Rate defined as:

- (i) Euribor rate, "Euro InterBank Offered Rate", calculated and distributed by the BRIDGE financial information system under an FBE ("Federation Bancaire de l'Union Europeene") mandate, with a three- (3-) month maturity, other than for the first Interest Accrual Period, fixed at 11am (CET time "Central European Time") on the second Business Day preceding each Series A1, B and C Interest Rate Fixing Date and each Series A2 settlement date. The Euribor rate is currently published on electronic pages EURIBOR01 supplied by Reuters, and 248 supplied by Dow Jones Markets (Bridge Telerate), or any other page taking their stead in providing these or other services.

Exceptionally, other than for Series A2, the Euribor Reference Rate for the first Series A1, B and C Interest Accrual Period shall be the result of a straight-line interpolation between the one- (1-) month Euribor rate and the two- (2-) month Euribor rate, bearing in mind the number of days in the first Interest Accrual Period. The Reference Rate for the first Interest Accrual Period shall be calculated in accordance with the following formula:

$$IR = [(D-30)/30) \times E2] + [(1-((D-30)/30)) \times E1]$$

Where:

IR = Reference Rate for the first Interest Accrual Period.

D = Number of days in the first Interest Accrual Period.

E1 = One- (1-) month Euribor rate.

E2 = Two- (2-) month Euribor rate.

That Euribor rate is currently the term interbank deposit offered rate in euros calculated as the daily average of the quotations supplied by a panel consisting of 57 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 fixed at 11am (CET time), accurate to three decimal places.

The Euribor rate definitions approved by the FBE and the Financial Markets Association (ACI) supplementing the current Euribor rate definition shall be considered introduced for the purpose of the Euribor Reference Rate without having to amend the present terms of the Euribor Reference Rate or have the Management Company notify the 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 of the Euribor Rate shall be the interest rate resulting from finding the simple arithmetic mean of the interbank offered interest rates for non-transferable deposit transactions in euros with a three- (3-) month maturity 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 the headquarters of each of them made by the Paying Agent after and around 11am (CET time) on the second Business Day preceding each Series A1, B and C Payment Date and each Series A2 settlement date.

If at least two (2) written quotations are obtained from the banks as provided for in the preceding paragraph, the interest rate resulting from applying the simple arithmetic mean of the interest rates declared on those written quotations shall be applicable. If at least two (2) written quotations are not obtained, the substitute for the Euribor rate shall be the interest rate resulting from finding the simple arithmetic mean of the offered interest rates for lending transactions in euros with a three- (3-) month maturity to prime banks in the Euro zone in an amount equivalent to the Outstanding Principal Balance of the Bond Issue, declared by at least two (2) prime banks in the Euro zone, following a request to the headquarters of each of them made by the Paying Agent after and around 11am (CET time) on the second Business Day preceding each Series A1, B and C Payment Date and each Series A2 settlement date.

Exceptionally, and in the event that the Euribor rate established in paragraph (i) above for the first Interest Accrual Period should not be available or be impossible to obtain, the substitute for the Euribor rate for the first Interest Accrual Period shall be the rate resulting from the straight-line interpolation between the interest rate resulting from finding the simple arithmetic mean of the interbank offered interest rates for non-transferable deposit transactions in euros with a one- (1-) month maturity and the interest rate resulting from finding the simple arithmetic mean of the interbank offered interest rates for non-transferable deposit transactions in euros with a two- (2-) month maturity in an amount equivalent to the Outstanding Principal Balance of the Bond Issue, declared by the banks in accordance with the provisions of paragraph one above, following a simultaneous request to the headquarters of each of them made by the Paying Agent after and around 11am (CET time) on the second Business Day preceding the Series A1, B and C Closing Date.

- (iii) Other than for the Series A2 Bonds, if the rates established in paragraphs (i) and (ii) above should not be available or be impossible to obtain, the last Euribor Reference Rate or substitute rate applied to the last Interest Accrual Period shall apply, and so on for successive Interest Accrual Periods whilst matters remain the same.

On each of the Interest Rate Fixing Dates, the Paying Agent shall notify the Management Company of the Euribor Reference Rate or the substitute rate determined in accordance with paragraphs (i) and (ii) above.

b) EIB Rate.

The floating interest nominal interest rate determined by the EUROPEAN INVESTMENT BANK (the “**EIB Rate**”) in accordance with the applicable policies established from time to time by its management bodies to loans under a floating interest rate system not defined with reference to EURIBOR.

II.10.1.4 Nominal Interest Rate Fixing Dates.

a) Nominal Interest Rate fixing date applicable to Series A1, B and C.

The Nominal Interest Rate applicable to Series A1, B and C for every Interest Accrual Period shall be determined by the Management Company, for and on behalf of the Fund, as provided in sections II.10.1.2.a) and II.10.1.3.a) above, on the second Business Day before each Payment Date and will apply for the following Interest Accrual Period.

Exceptionally, the Nominal Interest Rate applicable to the Series A1, B and C Bonds for the first Interest Accrual Period shall be determined as provided in sections II.10.1.2.a) and II.10.1.3.a) above, on the second Business Day preceding the Closing Date, and the Management Company shall notify the same in writing by the start of the Subscription Period to the Lead Managers and to the Underwriters and Placement Agents in order to be reported to investors interested in subscribing for the Bonds. The Management Company will also notify this to the CNMV, the Paying Agent, the AIAF and IBERCLEAR.

The Nominal Interest Rates determined for the Series A1, B and C Bonds for successive Interest Accrual Periods shall be communicated to the Bondholders within the time period and in the manner for which provision is made in sections III.4.2.a) and c).

b) Nominal Interest Rate fixing date applicable to Series A2.

The Nominal Interest Rate applicable to Series A2 for each interest accrual period shall be determined by the Management Company, for and on behalf of the Fund, in the manner for which provision is made in sections II.10.1.2.b) and II.10.1.3.b) above, based on:

1. The Euribor Reference Rate.

The Euribor Reference Rate determined on the second Business Day preceding each Series A2 settlement date.

2. EIB Rate.

The EIB Rate determined quarterly by the EUROPEAN INVESTMENT BANK applicable for each Series A2 interest accrual period, which it shall have notified the Management Company within ten (10) days of the beginning date of each interest accrual period. The Management Company shall request the EUROPEAN INVESTMENT BANK, within fifteen (15) days preceding the beginning date of each Series A2 interest accrual period, to notify it of the EIB Rate applicable to the following interest accrual period.

II.10.1.5 Formula for calculating the interest.

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

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

Where for Series A1, B and C:

I = Interest payable to the Series A1, B and C Bonds on a given Payment Date.

P = Outstanding Principal Balance of the Bonds in the Series at the beginning of the Interest Accrual Period for that Payment Date.

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

d = Number of days actually corresponding to each Interest Accrual Period.

And where for Series A2:

I = Interest payable to the Series A2 Bonds on a given Payment Date for an interest accrual period matured on Series A2.

P = Outstanding Principal Balance of the Series A2 Bonds at the beginning of the interest accrual period for that Payment Date.

R = Nominal Interest Rate applicable to Series A2 expressed as a yearly percentage.

d = Number of days actually corresponding to each interest accrual period.

a) Example for fixing the Nominal Interest Rate.

As established in this section and for a better understanding by the subscriber of the system for fixing the Nominal Interest Rate and the amount of the interest to be received by each Bond in each Series on the first Payment Date, the manner of calculating the same for the following event is shown below:

Amounts in EUR	Series A1 Bonds	Series A2 Bonds	Series B Bonds	Series C Bonds
1. Outstanding Principal Balance per Bond (EUR)	100,000	100,000	100,000	100,000
2. Interest Accrual Period days	40	40	40	40
3. 1- to 2-month interpolated Euribor rate* EIB Rate**	2.1113	2.1050	2.1113	2.1113
4. Margin***	0.115		0.275	0.625
5. Nominal interest rate: rounded up to the nearest thousandth/hundred thousand of a percentage point	2.226	2.105	2.386	2.736
6. Calculation of interest accrued per Bond (1)*(2)*(5)/36000	247.33	233.89	265.11	304.00

* 1-month Euribor 2.105% and 2-month Euribor 2.124%, as of April 14, 2005

** 1-month Euribor 2.105%, as of April 14, 2005.

*** Average margin within the range established for each Bond Series.

b) Informative table on the evolution of the reference rate to be used.

For merely illustrative purposes, below are details of the three- (3-) month Euribor rates published on certain dates over the last two years, which, other than the first date, would have matched the Payment Dates in the last two years, on the EURIBOR01 electronic page supplied by Reuters, and the Nominal Interest Rate that would have applied to each of the Bond Series, in the event that the applicable margins should be 0.115% for the Series A1 Bonds, 0.275% for the Series B Bonds and 0.625% for the Series C Bonds:

Dates	3-month Euribor	Series A1 Bonds	Series B Bonds	Series C Bonds
14 April 2005	2.121	2.236	2.396	2.746
11 March 2005	2.135	2.250	2.410	2.760
11 February 2005	2.140	2.255	2.415	2.765
13 January 2005	2.144	2.259	2.419	2.769
13 December 2004	2.174	2.289	2.449	2.799
11 November 2004	2.172	2.287	2.447	2.797
13 October 2004	2.148	2.263	2.423	2.773
13 September 2004	2.116	2.231	2.391	2.741
12 August 2004	2.114	2.229	2.389	2.739
13 July 2004	2.115	2.230	2.390	2.740
11 June 2004	2.112	2.227	2.387	2.737
13 May 2004	2.093	2.208	2.368	2.718
13 April 2004	2.038	2.153	2.313	2.663
11 March 2004	2.058	2.173	2.333	2.683
12 February 2004	2.067	2.182	2.342	2.692
13 January 2004	2.092	2.207	2.367	2.717
11 December 2003	2.150	2.265	2.425	2.775
13 November 2003	2.171	2.286	2.446	2.796
13 October 2003	2.136	2.251	2.411	2.761
11 September 2003	2.152	2.267	2.427	2.777
13 August 2003	2.135	2.250	2.410	2.760
11 July 2003	2.129	2.244	2.404	2.754
12 June 2003	2.124	2.239	2.399	2.749
13 May 2003	2.464	2.579	2.739	3.089

Furthermore and also for merely illustrative purposes, below are details of the rates applied by the EIB (EIB Rate), determined quarterly over the last two years, which would have matched the Series A2 interest accrual periods, and the three- (3-) month Euribor rates that would have applied on the same dates, along with the Nominal Interest Rates that would have applied to the Series A2 Bonds:

Dates	Rate applied By the EIB	3-month Euribor + 0.13%	Series A2 Bonds
15 March 2005	2.11	2.265	2.11000
15 December 2004	2.15	2.305	2.15000
15 September 2004	2.08	2.246	2.08000
15 June 2004	2.08	2.251	2.08000
15 March 2004	2.02	2.182	2.02000
15 December 2003	2.11	2.276	2.11000
15 September 2003	2.10	2.281	2.10000
15 June 2003	2.08	2.259	2.08000
15 March 2003	2.50	2.691	2.50000

II.10.2 Dates, place, institutions and procedure for paying interest.

a) Series A1, B and C Bond Payment Dates.

Interest on the Series A1, B and C Bonds will be paid until they are fully amortised in arrears on March 15, June 15, September 15 and December 15 or the following Business Day if any of those is not a Business Day (each of those dates, a **"Payment Date"**), on the terms established for Series A1, B and C in section II.10.1. of this Offering Circular.

In the event that any of March 15, June 15, September 15 and December 15 should not be a Business Day, the Payment Date shall be the next succeeding Business Day, and interest for the then-current Interest Accrual Period will accrue until said first Business Day, not inclusive.

The first interest Payment Date for the Series A1, B and C Bonds shall be June 15, 2005, and interest will accrue at the Nominal Interest Rate applicable for the first Interest Accrual Period between the Closing Date, inclusive, and June 15, 2005, exclusive.

For the purposes of the Bond Issue, business days (**"Business Days"**) shall be deemed to be all days that are not non-business days in the TARGET calendar (Trans European Automated Real-Time Gross Settlement Express Transfer System).

b) Series A2 Bond Payment Dates.

Interest on the Series A2 Bonds will be paid until they are fully amortised in respect of interest accrual periods in arrears on the Payment Dates falling on the Series A2 settlement dates (March 15, June 15, September 15 and December 15) which may not match the Series A2 settlement dates if the latter are not Business Days, on the terms established for Series A2 in section II.10.1. of this Offering Circular.

In the event that any of the Payment Dates should not match the relevant Series A2 settlement date because the latter is not a Business Day, interest accrued until the Series A2 settlement date, not inclusive, shall be paid on the next succeeding Payment Date and the then-current Series A2 interest accrual period shall not be extended until said next succeeding Payment Date.

The first interest settlement and interest payment date for the Series A2 Bonds shall be June 15, 2005, and interest will accrue at the Nominal Interest Rate applicable to Series A2 for the first interest accrual period between the Closing Date, inclusive, and June 15, 2005, exclusive.

Interest accrued on the Bonds shall be paid on each Payment Date provided that the Fund has sufficient liquidity to do so in the Priority of Payments or in the Liquidation Priority of Payments, as the case may be.

In the event that on a Payment Date the Fund should be unable to make full or partial payment of the interest accrued by the Bonds in any of the Series, in the Priority of Payments, the amounts that the Bondholders should not have received shall be accumulated on the following Payment Date to the interest on the Series proper that, as the case may be, should be paid 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.

The Fund, through its Management Company, may not defer Bond interest payment beyond March 15, 2038, or the following Business Day if that is not a Business Day, the Final Maturity Date.

Both interest resulting for the Bondholders in each of the Series and the amount of interest accrued and not paid, if any, shall be notified to the Bondholders as described in sections III.4.2 of this Offering Circular, at least one (1) calendar day in advance of each Payment Date.

The Bond issue shall be serviced through the Paying Agent, to which end the Management Company shall, for and on behalf of the Fund, enter into a Paying Agent Agreement with BANCO COOPERATIVO.

II.10.3 Simple reference to the priority of Bond interest payment in the Fund priority of payments.

Payment of interest accrued by the Series A1 and A2 Bonds is (i) third (3rd) in the application of Available Funds in the Priority of Payments established in section V.4.2.1.2 and (ii) fourth (4th) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section V.4.3 of this Offering Circular.

Payment of Series B Bond interest is (i) fourth (4th) in the application of Available Funds in the Priority of Payments established in section V.4.2.1.2, other than in the event provided for in that same section for the same to be deferred, in which case it shall be seventh (7th) and (ii) sixth (6th) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section V.4.3 of this Offering Circular.

Payment of Series C Bond interest is (i) fifth (5th) in the application of Available Funds in the Priority of Payments established in section V.4.2.1.2, other than in the event provided for in that same section for the same to be deferred, in which case it shall be eighth (8th) and (ii) eighth (8th) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section V.4.3 of this Offering Circular.

II.11 Amortisation of the Bonds.

II.11.1 Redemption price, specifying the existence of premiums, rewards, lots or any other financial benefit.

The redemption price of the Bonds in each of the Series shall be EUR one hundred thousand (100,000) per Bond, equivalent to 100 percent of their face value, payable as established in section II.11.2 of this Chapter.

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.

II.11.2 Specific characteristics of the amortisation of each of the Bond Series.

II.11.2.1 Amortisation of Series A1 Bonds.

Series A1 Bonds shall be amortised by partial amortisation on each of the Payment Dates until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation applied on each Payment Date to amortising Series A1, in accordance with the rules for Distribution of Available Funds for Amortisation between each Series contained in sections II.11.3.1.5 and V.4.2.2.2, pro rated between the Bonds in Series A1 proper by reducing the face value of each Bond in Series A1.

The first Payment Date for amortisation of Series A1 Bonds shall fall on June 15, 2005.

The final amortisation of the Series A1 Bonds shall occur on the Final Maturity Date (March 15, 2038 or the following Business Day if that is not a Business Day), notwithstanding the partial amortisation for which provision is made and the fact that the Management Company may, for and on behalf of the Fund, and as provided for in section II.11.3.2, proceed to the Early Amortisation of the Bond Issue before the Final Maturity Date.

II.11.2.2 Amortisation of Series A2 Bonds.

Series A2 Bonds shall be amortised by partial amortisation on each of the Payment Dates until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation applied on each Payment Date to amortising Series A2, pro rated between the Bonds in Series A2 proper by reducing the face value of each Bond in Series A2.

1. Series A2 Bonds shall be amortised in twenty-eight (28) consecutive quarterly instalments on the Series A2 settlement dates comprised between June 15, 2008 and March 15, 2015, both inclusive, and in the amounts shown on the following repayment schedule:

Series A2 Bonds: repayment schedule			
Settlement Date	Repayment instalment (EUR)		Outstanding principal balance of Series A2 (EUR)
	Bond	Series A2	
			100,000,000.00
15-Jun-2008	3,000	3,000,000.00	97,000,000.00
15-Sep-2008	3,000	3,000,000.00	94,000,000.00
15-Dec-2008	3,000	3,000,000.00	91,000,000.00
15-Mar-2009	3,000	3,000,000.00	88,000,000.00
15-Jun-2009	3,000	3,000,000.00	85,000,000.00
15-Sep-2009	3,000	3,000,000.00	82,000,000.00
15-Dec-2009	3,000	3,000,000.00	79,000,000.00
15-Mar-2010	3,500	3,500,000.00	75,500,000.00
15-Jun-2010	3,500	3,500,000.00	72,000,000.00
15-Sep-2010	3,500	3,500,000.00	68,500,000.00
15-Dec-2010	3,500	3,500,000.00	65,000,000.00
15-Mar-2011	3,600	3,600,000.00	61,400,000.00
15-Jun-2011	3,600	3,600,000.00	57,800,000.00
15-Sep-2011	3,600	3,600,000.00	54,200,000.00
15-Dec-2011	3,700	3,700,000.00	50,500,000.00
15-Mar-2012	3,700	3,700,000.00	46,800,000.00
15-Jun-2012	3,700	3,700,000.00	43,100,000.00
15-Sep-2012	3,800	3,800,000.00	39,300,000.00
15-Dec-2012	3,800	3,800,000.00	35,500,000.00
15-Mar-2013	3,800	3,800,000.00	31,700,000.00
15-Jun-2013	3,900	3,900,000.00	27,800,000.00
15-Sep-2013	3,900	3,900,000.00	23,900,000.00
15-Dec-2013	3,900	3,900,000.00	20,000,000.00
15-Mar-2014	4,000	4,000,000.00	16,000,000.00
15-Jun-2014	4,000	4,000,000.00	12,000,000.00
15-Sep-2014	4,000	4,000,000.00	8,000,000.00
15-Dec-2014	4,000	4,000,000.00	4,000,000.00
15-Mar-2015	4,000	4,000,000.00	0.00
	100,000.00	100,000,000.00	

Series A2 Bonds shall be amortised in accordance with the provisions of rule 2.1 for Distribution of Available Funds for Amortisation between each Series, contained in sections II.11.3.1.5 and V.4.2.2.2, on any of the settlement dates determined in the Series A2 repayment schedule or on the settlement dates after March 15, 2015 if the Series A2 principal has not been fully repaid. The repayment due on the relevant settlement date shall be the lower of the following amounts:

1. The higher of:
 - (i) The repayment instalment determined in the Series A2 repayment schedule for the relevant settlement date.
 - (ii) The difference, if positive, between (a) the Outstanding Principal Balance of Series A2 on the Determination Date preceding the relevant Payment Date and (b) the outstanding

principal balance of Series A2 determined in the Series A2 repayment schedule for the relevant settlement date or determined for the March 15, 2015 settlement date, if the relevant settlement date is after March 15, 2015.

2. The Outstanding Principal Balance of Series A2 on the Determination Date preceding the relevant Payment Date.

In the event that any of the Payment Dates should not match the relevant Series A2 settlement date because the latter is not a Business Day, amortisation of Series A2 due on the settlement date shall take place on the next succeeding Payment Date.

Nevertheless, the amortisation of Series A2 Bonds for which provision is made in this section shall not be effective on any of the settlement dates determined in the Series A2 repayment schedule or on the settlement dates after March 15, 2015, if the Series A2 principal has not been fully repaid on the relevant Payment Dates on which the Pro Rata Amortisation of Class A applies in accordance with the provisions of paragraph 2 below.

2. Series A2 Bonds will also be amortised on the Payment Dates on which the Pro Rata Amortisation of Class A applies in certain circumstances and in the amounts calculated as provided for in rule 2.2 for Distribution of Available Funds for Amortisation between each Series contained in sections II.11.3.1.5 and V.4.2.2.2 of this Offering Circular.

Without prejudice to the provisions of the following paragraphs of this section, the final amortisation of the Series A2 Bonds shall at all events occur on the Final Maturity Date (March 15, 2038 or the following Business Day if that is not a Business Day), notwithstanding the partial amortisation for which provision is made and the fact that the Management Company may, for and on behalf of the Fund, and as provided for in section II.11.3.2, proceed to the Early Amortisation of the Bond Issue before the Final Maturity Date.

II.11.2.3 Amortisation of Series B Bonds.

Series B Bonds shall be amortised by partial amortisation on each of the Payment Dates until their total face amount has been fully amortised, 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 between each Series contained in sections II.11.3.1.5 and V.4.2.2.2, pro rated between the Bonds in Series B proper by reducing the face value of each Bond in Series B.

The first partial amortisation of Series B Bonds shall occur once the Class A (Series A1 and A2) Bonds have been fully amortised. However, even if Class A has not been fully amortised, the Available Funds for Amortisation shall also be applied to amortising Series B on the Payment Date on which the Conditions for Pro Rata Amortisation are satisfied in accordance with the rules for Distribution of Available Funds for Amortisation between each Series, in such a way that the ratio of the Outstanding Principal Balance of Series B to the Outstanding Principal Balance of the Bond Issue is kept at 3.491%, or higher percentage closest thereto.

The final amortisation of the Series B Bonds shall occur on the Final Maturity Date (March 15, 2038 or the following Business Day if that is not a Business Day), notwithstanding the partial amortisation for which provision is made and the fact that the Management Company may, for and on behalf of the Fund, and as provided for in section II.11.3.2, proceed to the Early Amortisation of the Bond Issue before the Final Maturity Date.

II.11.2.4 Amortisation of Series C Bonds.

Series C Bonds shall be amortised by partial amortisation on each of the Payment Dates until their total face amount has been fully amortised, in an amount equal to the Available Funds for Amortisation applied on each Payment Date to amortising Series C, in accordance with the rules for Distribution of Available Funds for Amortisation between each Series contained in sections II.11.3.1.5 and V.4.2.2.2, pro rated between the Bonds in Series C proper by reducing the face value of each Bond in Series C.

The first partial amortisation of Series C Bonds shall occur once the Class A (Series A1 and A2) and the Series B Bonds have been fully amortised. However, even if Class A and Series B have not been fully amortised, the Available Funds for Amortisation shall also be applied to amortising Series C on the Payment Date on which the Conditions for Pro Rata Amortisation are satisfied in accordance with the rules for

Distribution of Available Funds for Amortisation between each Series, in such a way that the ratio of the Outstanding Principal Balance of Series C to the Outstanding Principal Balance of the Bond Issue is kept at 4.309%, or higher percentage closest thereto.

The final amortisation of the Series C Bonds shall occur on the Final Maturity Date (March 15, 2038 or the following Business Day if that is not a Business Day), notwithstanding the partial amortisation for which provision is made and the fact that the Management Company may, for and on behalf of the Fund, and as provided for in section II.11.3.2, proceed to the Early Amortisation of the Bond Issue before the Final Maturity Date.

II.11.3 Common characteristics applicable for amortising each of the Bond Series.

II.11.3.1 Partial amortisation.

Irrespective of the Final Maturity Date and without prejudice to the Early Amortisation of the Bond Issue in the event of Early Liquidation of the Fund, the Fund shall, through its Management Company, proceed to make partial amortisation of the Bonds in each Series on the Payment Dates in accordance with the specific amortisation terms for each of the Series as established in section II.11.2 and on the terms described hereinafter in this section common to the four Bond Series.

II.11.3.1.1 Determination Dates and Determination Periods.

The Determination Dates will be the dates falling on the fifth Business Day preceding each of the Payment Dates 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 Determination Periods shall be the periods comprising the exact number of days elapsed between every two consecutive Determination Dates, not including in each Determination Period the beginning Determination Date but including the ending Determination Date. Exceptionally, the duration of the first Determination Period shall be equal to the days elapsed between the date of constitution of the Fund, inclusive, and the first Determination Date, June 8, 2005, inclusive.

II.11.3.1.2 Outstanding Principal Balance of the Bonds.

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

By addition, the Outstanding Principal Balance of Class A shall be the sum of the Outstanding Principal Balance of Series A1 and of Series A2 making up Class A, and the Outstanding Principal Balance of the Bond Issue shall be the sum of the Outstanding Principal Balances of each of the four Series making up the Bond Issue.

II.11.3.1.3 Outstanding Balance of the Mortgage Loans.

The outstanding balance of a Mortgage Loan 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 on a given date.

The Outstanding Balance of the Mortgage Loans on a date shall be the sum of the outstanding balance of each and every one of the Mortgage Loans on that date.

Delinquent Mortgage Loans shall be deemed to be Mortgage Loans that are delinquent on a given date with an arrears in excess of three (3) months in payment of overdue amounts, excluding Doubtful Mortgage Loans.

Doubtful Mortgage Loans shall be deemed to be Mortgage Loans that are delinquent on a given date with a period of arrears equal to or greater than eighteen (18) months in payment of amounts due or which have been foreclosed. Non-Doubtful Mortgage Loans shall be deemed to be Mortgage Loans that are not deemed to be Doubtful Mortgage Loans on a given date.

II.11.3.1.4 Available Funds for Amortisation on each Payment Date and Amortisation Deficiency.

On each Payment Date, the amount to be allocated to amortising the Bonds ("**Available Funds for Amortisation**") shall be the Amortisation Withholding amount applied in 6th place of the Available Funds on the relevant Payment Date.

The Bond principal Amortisation Withholding on each Payment Date shall be equal to the positive difference existing between (i) the Outstanding Principal Balance of the Bond Issue, and (ii) the Outstanding Balance of Non-Doubtful Mortgage Loans, both on the Determination Date preceding the relevant Payment Date.

The Amortisation Deficiency on a Payment Date shall be the positive difference, if any, between (i) the Amortisation Withholding and (ii) the Available Funds for Amortisation.

II.11.3.1.5 Distribution of Available Funds for Amortisation between each Series.

The Available Funds for Amortisation shall be applied on each Payment Date to amortising each of the Series in accordance with the following rules ("**Distribution of Available Funds for Amortisation between each Series**"):

1. Notwithstanding the provisions of rules 3 and 4 below for pro rata amortisation of the different Series, the Available Funds for Amortisation shall be sequentially applied firstly to amortising Class A until fully amortised, secondly to amortising Series B until fully amortised, and thirdly to amortising Series C until fully amortised.
2. The Available Funds for Amortisation applied to amortising Class A, both under rule 1 above and under rules 3 and 4 below, shall be applied as follows:

2.1 Ordinary application in the following order:

1. Repayment of Series A2 Bond principal in the amount of the repayment falling due on the Payment Date in accordance with the repayment schedule established for Series A2.
2. Repayment of Series A1 Bond principal.

2.1 Exceptional pro rata application of Class A ("**Pro Rata Amortisation of Class A**"): The application priority of paragraph 2.1 above and repayment of Series A2 Bond principal in the amount of the repayment instalment in accordance with the repayment schedule established for Series A2 shall be stopped on any Payment Date if any of the circumstances established below should occur.

- a) In the event that on the Determination Date preceding the relevant Payment Date the Outstanding Balance of Delinquent Mortgage Loans is in excess of 2.00% of the Outstanding Balance of Non-Doubtful Mortgage Loans.

In that event, on the relevant Payment Date, the Available Funds for Amortisation applied to amortising Class A shall be applied to amortising Series A1 and Series A2 and be prorated among the same directly in proportion to the Outstanding Principal Balances of Series A1 and of Series A2 on the Determination Date preceding the relevant Payment Date.

- b) In the event that on the relevant Payment Date, if upon calculating the Available Funds for Amortisation and their distribution for repayment of principal of each of the Series in accordance with the remaining rules of this section, the Outstanding Principal Balance of Series A2 is to be in excess of 25% of the Outstanding Principal Balance of the Bond Issue.

In that event, on the relevant Payment Date the Available Funds for Amortisation applied to amortising Class A shall be applied to amortising Series A1 and Series A2 and be distributed among the same in such a way that the ratio of (i) the Outstanding Principal Balance of Series A2 to (ii) the Outstanding Principal Balance of the Bond Issue is kept at 25% or lower percentage closest thereto.

3. However, even if Class A has not been fully amortised, the Available Funds for Amortisation shall also be applied to amortising Series B and/or Series C on the Payment Date on which the following circumstances are satisfied ("**Conditions for Pro Rata Amortisation**"):

- a) In order for Series B to be amortised pro rata, that on the Determination Date preceding the relevant Payment Date:

- i) the Outstanding Principal Balance of Series B is equal to or greater than 3.491% of the Outstanding Principal Balance of the Bond Issue; and
 - ii) the Outstanding Balance of Delinquent Mortgage Loans does not exceed 1.50% of the Outstanding Balance of Non-Doubtful Mortgage Loans.
 - b) In order for Series C to be amortised pro rata, that on the Determination Date preceding the relevant Payment Date:
 - i) the Outstanding Principal Balance of Series C is equal to or greater than 4.309% of the Outstanding Principal Balance of the Bond Issue; and
 - ii) the Outstanding Balance of Delinquent Mortgage Loans does not exceed 1.00% of the Outstanding Balance of Non-Doubtful Mortgage Loans.
 - c) In order for Series B and Series C to be amortised pro rata:
 - i) that the Required Cash Reserve is to be fully provisioned on the relevant Payment Date; and
 - ii) that on the Determination Date preceding the relevant Payment Date, the Outstanding Balance of the Mortgage Loans is less than 10 percent of the initial Outstanding Balance upon the Fund being constituted.
- 4. In the event that the pro rata amortisation of Series B and/or Series C should apply on a Payment Date as provided for in rule 3 above, the Available Funds for Amortisation shall also be applied to amortising Series B and/or Series C in such a way that the ratio of the Outstanding Principal Balance of Series B or of Series C to the Outstanding Principal Balance of the Bond Issue is respectively kept at 3.491% or 4.309%, or higher percentages closest thereto.

The Management Company shall proceed to notify Bondholders as provided in section III.4.2 of the amortisation amount resulting for the Bonds in each Series, the Outstanding Principal Balance of each Series, and the Mortgage Loan actual prepayment rates and the average residual life estimated for the Bonds in each Series.

II.11.3.2 Early Amortisation of the Bond Issue.

Without prejudice to the Fund's obligation, through its Management Company, to amortise the Bonds in each Series on the Final Maturity Date or the partial amortisation on each Payment Date, as established in the preceding paragraphs, the Management Company shall, after notifying the CNMV, be authorised to proceed to an Early Liquidation of the Fund and hence an early amortisation ("**Early Amortisation**"), on a Payment Date, of the entire Bond Issue in the Early Liquidation Events and subject to the requirements established in section III.7.1 of this Offering Circular and subject to the Liquidation Priority of Payments.

II.11.3.3 Final Maturity Date.

The Final Maturity Date and consequently the final amortisation of the Bonds is March 15, 2038 or the following Business Day if that is not a Business Day, without prejudice to the Management Company, for the Fund, and in accordance with the provisions of sections II.11.3.1 and II.11.3.2, proceeding to amortise all or some of the Series in the Bond Issue before the Final Maturity Date and subject to the Liquidation Priority of Payments.

II.11.4 Simple reference to the priority of Bond principal payment in the Fund priority of payments.

The Amortisation Withholding amount allocated on each Payment Date to repaying Bond principal without distinction between the Series is sixth (6th) in the application of Available Funds in the Priority of Payments established in section V.4.2.1.2 of this Offering Circular.

Repayment of Series A1, A2, B and C Bond principal shall take place in accordance with the rules for Distribution of Available Funds for Amortisation between each Series in the application of Available Funds for Amortisation established in section V.4.2.2.2 and in section II.11.3.1.5 of this Offering Circular.

Repayment of Series A1 and A2 Bond principal is fifth (5th) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section V.4.3 of this Offering Circular.

Repayment of Series B Bond principal is seventh (7th) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section V.4.3 of this Offering Circular.

Repayment of Series C Bond principal is ninth (9th) in the application of Liquidation Available Funds in the Liquidation Priority of Payments established in section V.4.3 of this Offering Circular.

II.12 Debt securities servicing table, including both interest payments and principal repayments, for each of the Bonds Series to be issued by the Fund.

The issue will be serviced through BANCO COOPERATIVO as the Paying Agent. Payment of interest and amortisation shall be notified to the Bondholders in the events and in such advance as may be provided for each case in section III.4.2. Interest and amortisation shall be paid to the lawful Bondholders by the relevant members of IBERCLEAR and to the latter in turn by IBERCLEAR, the institution responsible for the accounting record, or any other replacement institution.

a) Bond Issue servicing tables.

The main characteristic of the Bonds in this Issue is that their periodic amortisation depends on the aggregate performance of the Mortgage Loans.

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) The repayment schedule and system of each of the Mortgage Loans established in the relevant agreements.
- ii) Obligor's capacity to prepay the Mortgage Loans in whole or in part and the aggregate repayment pace throughout the life of the Fund.
- iii) The floating interest rates which shall apply to each of the Mortgage Loans, which shall result in the amount repaid on every instalment differing.
- iv) The Obligor's delinquency in payment of Mortgage Loan instalments.

In this sense, Mortgage Loan prepayments by Obligor, subject to continual changes, and estimated in this Offering Circular using several performance assumptions of the future effective constant annual early amortisation or prepayment rate (hereinafter "CPR"), are very significant and shall directly affect the pace at which the Mortgage Loans are repaid, and therefore the average life and duration of the Bonds.

The following assumptions have been made for the above-mentioned factors in calculating the details in the tables contained in this section:

- Mortgage Loan portfolio interest rate: 3.38% weighted average interest rate as of March 29, 2005 of the portfolio of selected mortgage loans which has been used for calculating the repayment instalments and interest of each of the selected mortgage loans;
- Mortgage Loan portfolio delinquency: 0.10% of the Outstanding Balance of the Mortgage Loans, with 100% recoveries within 15 months of becoming delinquent;
- Mortgage Loan defaults rated as bad debts: 0%;
- that the Mortgage Loan prepayment rate remains constant throughout the life of the Bonds;
- that the Bond Closing Date is May 6, 2005; and
- that there is no extension of the term of any of the Mortgage Loans as provided for in section IV.2.1.9.b) of this Offering Circular.

Finally, the actual adjusted life of the Bonds will also depend on their floating interest rate and in all the tables contained in this section the following is the nominal interest rate assumed for the first Series A1, B and C Interest Accrual Period and for the first Series A2 interest accrual period:

	Series A1 Bonds	Series A2 Bonds	Series B Bonds	Series C Bonds
Nominal interest rate	2.226%	2.105%	2.386%	2.736%

For successive Series A1, B and C Interest Accrual Periods and successive Series A2 interest accrual periods, the floating interest rate is assumed to be constant as follows for each Series:

	Series A1 Bonds	Series A2 Bonds	Series B Bonds	Series C Bonds
Nominal interest rate	2.236%	2.121%	2.396%	2.746%

Assuming that the Management Company shall exercise the Early Liquidation of the Fund and Early Amortisation of the Bond Issue option provided in section III.7.1 of this Offering Circular when the Outstanding Balance of the Mortgage Loans is less than 10% of their initial amount upon the Fund being constituted, the average life, return (IRR), duration and final maturity of the Bonds for different CPRs shall be as follows:

% CPR:	6%	8%	10%	12%	14%
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	Series A1 Bonds				
Average life (years)	7.2	6.2	5.4	4.7	4.2
IRR	2.302%	2.302%	2.302%	2.302%	2.302%
Duration	6.2	5.4	4.8	4.3	3.8
Final maturity	15 12 2021	16 03 2020	17 09 2018	15 06 2017	15 03 2016
(in years)	16.62	14.87	13.38	12.12	10.87

	Series A2 Bonds				
Average life (years)	6.7	6.7	6.7	6.7	6.7
IRR	2.184%	2.184%	2.184%	2.184%	2.184%
Duration	6.1	6.1	6.1	6.1	6.1
Final maturity	16 03 2015	16 03 2015	16 03 2015	16 03 2015	16 03 2015
(in years)	9.87	9.87	9.87	9.87	9.87

	Series B Bonds				
Average life (years)	11.7	10.3	9.1	8.2	7.3
IRR	2.468%	2.468%	2.468%	2.468%	2.468%
Duration	9.9	8.8	7.9	7.2	6.5
Final maturity	15 12 2021	16 03 2020	17 09 2018	15 06 2017	15 03 2016
(in years)	16.62	14.87	13.38	12.12	10.87

	Series C Bonds				
Average life (years)	11.7	10.3	9.1	8.2	7.3
IRR	2.830%	2.830%	2.830%	2.830%	2.830%
Duration	9.6	8.6	7.8	7.1	6.4
Final maturity	15 12 2021	16 03 2020	17 09 2018	15 06 2017	15 03 2016
(in years)	16.62	14.87	13.38	12.12	10.87

These figures have been calculated using the following formula:

Average life of the Bonds: for each of the Series, average of the time periods between the Closing Date and each of the Payment Dates, using for weighting purposes the weights the principal to be repaid on each Payment Date has on the total face amount of the Series, in accordance with the following expression:

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

Where:

- V = Average life in each Bond Series issued expressed in years.
 P = Principal to be repaid in each Bond Series on each Payment Date, in accordance with the amount to be amortised in each Bond Series, as described in section II.11.3.2 of this Offering Circular.
 d = Number of days elapsed between the Closing Date and the Payment Date at issue.
 T = Total face amount in EUR in each Bond Series.

Internal rate of return (IRR): for each of the Series, interest rate equalling the restatement at present value of the total amortisation and interest amounts received on each Payment Date with the face value of the Bond.

$$N = \sum_{i=1}^n A_i (1+r)^{-(nd/365)}$$

Where:

- N = face value of the Bond in each Series.
 r = IRR expressed as an annual rate, per unit.
 A_i = (A_1 A_n). Total amortisation and interest amounts to be received by investors.
 nd = Number of days comprised between the Closing Date of the issue and each of the n Payment Dates, not inclusive, during the life of the Bond.

Duration of the Bonds (adjusted Macaulay formula): for each of the Series, measure of Bond price sensitivity with respect to changes in yield.

$$D = \frac{\sum_{j=1}^n (a_j \times VA_j)}{PE} \times \frac{1}{(1+i)}$$

Where:

- D = Duration in each Bond Series expressed in years.
 a_j = Time elapsed (in years) between the Closing Date and each of the n Payment Dates at issue.
 VA_j = Present value of each of the amounts comprising principal and gross interest, payable on each of the n Payment Dates discounted at the actual interest rate (IRR) in every Series.
 PE = Issue price in every Bond Series.
 i = Actual interest rate (IRR) in every Series, per unit.

Final Maturity: for each of the Series, date on which the Bonds are expected to be finally amortised, assuming that the Early Liquidation of the Fund and Early Amortisation of the Bond Issue option will be exercised when the Outstanding Balance of the Mortgage Loans is less than 10% of the initial Outstanding Balance.

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

- The CPRs are assumed to be constant respectively at 8.00%, 10.00% and 12.00% throughout the life of the debt securities and, as noted, actual prepayment rates change continually.
- The Outstanding Principal Balance of the Bonds on each Payment Date and hence the interest payable on each such dates shall depend on the actual prepayment and delinquency and default rate of the Mortgage Loans.
- The Bond nominal interest rates are assumed to be constant for each Series, whereas the interest rate of all the Series is known to be variable.

- The assumed values referred to at the beginning of this section are at all events taken for granted.
- It is assumed that the Management Company will exercise the Early Liquidation of the Fund and thereby the Early Amortisation of the Bond Issue option when the Outstanding Balance of the Mortgage Loans is less than 10% of their initial Outstanding Balance, as provided in section III.7.1 of this Offering Circular.

FLows FOR EVERY BOND WITHOUT WITHHOLDING FOR THE HOLDER
(AMOUNTS IN EUR)
CPR = 8%

Payment Date	Series A1 Bonds			Series A2 Bonds			Series B Bonds			Series C Bonds		
	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow
TOTALS:	100,000.00	14,152.61	114,152.61	100,000.00	14,487.15	114,487.15	100,000.00	25,193.43	125,193.43	100,000.00	28,848.93	128,848.93
06 May 2005												
15 Jun 2005	1,291.80	247.33	1,539.13	0	233.89	233.89	0.00	265.11	265.11	0.00	304.00	304.00
15 Sep 2005	3,509.16	568.08	4,077.24	0	546.12	546.12	0.00	616.40	616.40	0.00	705.84	705.84
15 Dec 2005	3,398.13	541.93	3,940.06	0	540.19	540.19	0.00	609.70	609.70	0.00	698.17	698.17
15 Mar 2006	3,290.46	516.84	3,807.30	0	534.25	534.25	0.00	603.00	603.00	0.00	690.50	690.50
15 Jun 2006	3,255.49	509.39	3,764.88	0	546.12	546.12	0.00	616.40	616.40	0.00	705.84	705.84
15 Sep 2006	3,173.86	490.65	3,664.51	0	546.12	546.12	0.00	616.40	616.40	0.00	705.84	705.84
15 Dec 2006	3,072.59	467.25	3,539.84	0	540.19	540.19	0.00	609.70	609.70	0.00	698.17	698.17
15 Mar 2007	2,974.64	444.82	3,419.46	0	534.25	534.25	0.00	603.00	603.00	0.00	690.50	690.50
15 Jun 2007	2,940.12	437.58	3,377.70	0	546.12	546.12	0.00	616.40	616.40	0.00	705.84	705.84
17 Sep 2007	2,863.80	429.81	3,293.61	0	557.99	557.99	0.00	629.80	629.80	0.00	721.19	721.19
17 Dec 2007	2,770.10	399.79	3,169.89	0	540.19	540.19	0.00	609.70	609.70	0.00	698.17	698.17
17 Mar 2008	2,698.46	384.02	3,082.48	0	540.19	540.19	0.00	609.70	609.70	0.00	698.17	698.17
16 Jun 2008	2,332.45	368.66	2,701.11	3,000	540.19	3,540.19	0.00	609.70	609.70	0.00	698.17	698.17
15 Sep 2008	2,262.27	355.38	2,617.65	3,000	523.98	3,523.98	0.00	609.70	609.70	0.00	698.17	698.17
15 Dec 2008	2,178.14	342.50	2,520.64	3,000	507.77	3,507.77	0.00	609.70	609.70	0.00	698.17	698.17
16 Mar 2009	2,095.79	330.10	2,425.89	3,000	491.57	3,491.57	0.00	609.70	609.70	0.00	698.17	698.17
15 Jun 2009	2,061.74	318.17	2,379.91	3,000	475.36	3,475.36	0.00	609.70	609.70	0.00	698.17	698.17
15 Sep 2009	1,996.65	309.80	2,306.45	3,000	464.20	3,464.20	0.00	616.40	616.40	0.00	705.84	705.84
15 Dec 2009	1,918.93	295.07	2,214.00	3,000	442.95	3,442.95	0.00	609.70	609.70	0.00	698.17	698.17
15 Mar 2010	1,791.59	281.02	2,072.61	3,500	422.06	3,922.06	0.00	603.00	603.00	0.00	690.50	690.50
15 Jun 2010	1,759.88	276.96	2,036.84	3,500	412.32	3,912.32	0.00	616.40	616.40	0.00	705.84	705.84
15 Sep 2010	1,700.99	266.83	1,967.82	3,500	393.21	3,893.21	0.00	616.40	616.40	0.00	705.84	705.84
15 Dec 2010	1,384.84	254.25	1,639.09	3,500	370.03	3,870.03	5,496.50	609.70	6,106.20	5,500.95	698.17	6,199.12
15 Mar 2011	1,403.29	243.66	1,646.95	3,600	347.26	3,947.26	3,358.58	569.86	3,928.44	3,358.42	652.52	4,010.94
15 Jun 2011	1,375.89	240.99	1,616.88	3,600	335.32	3,935.32	3,306.86	561.82	3,868.68	3,306.70	643.31	3,950.01
15 Sep 2011	1,326.05	233.08	1,559.13	3,600	315.66	3,915.66	3,212.78	541.43	3,754.21	3,212.63	619.97	3,832.60
15 Dec 2011	1,257.57	222.99	1,480.56	3,700	292.78	3,992.78	3,103.26	515.96	3,619.22	3,103.11	590.80	3,693.91
15 Jun 2012	1,210.91	215.83	1,426.74	3,700	272.79	3,972.79	3,015.19	497.04	3,512.23	3,015.04	569.14	3,584.18
15 Jun 2012	1,173.13	211.24	1,384.37	3,700	255.59	3,955.59	2,943.89	483.92	3,427.81	2,943.75	554.11	3,497.86
17 Sep 2012	1,114.95	208.93	1,323.88	3,800	240.50	4,040.50	2,853.79	475.90	3,329.69	2,853.65	544.93	3,398.58
17 Dec 2012	1,059.65	195.92	1,255.57	3,800	212.29	4,012.29	2,749.42	443.31	3,192.73	2,749.29	507.61	3,256.90
15 Mar 2013	1,006.18	183.62	1,189.80	3,800	185.44	3,985.44	2,648.50	412.48	3,060.98	2,648.37	472.31	3,120.68
17 Jun 2013	968.66	190.23	1,158.89	3,900	176.88	4,076.88	2,597.39	423.93	3,021.32	2,597.27	485.42	3,082.69
16 Sep 2013	923.83	178.64	1,102.47	3,900	150.17	4,050.17	2,512.78	394.56	2,907.34	2,512.66	451.79	2,964.45
16 Dec 2013	873.17	173.38	1,046.55	3,900	129.10	4,029.10	2,417.15	379.24	2,796.39	2,417.04	434.25	2,851.29
17 Mar 2014	813.97	168.41	982.38	4,000	108.04	4,108.04	2,325.15	364.50	2,689.65	2,325.05	417.37	2,742.42
16 Jun 2014	784.02	163.78	947.80	4,000	86.43	4,086.43	2,268.62	350.33	2,618.95	2,268.52	401.14	2,669.66
15 Sep 2014	740.71	159.32	900.03	4,000	64.82	4,064.82	2,186.87	336.49	2,523.36	2,186.77	385.30	2,572.07
15 Dec 2014	695.30	155.10	850.40	4,000	43.21	4,043.21	2,101.16	323.16	2,424.32	2,101.06	370.04	2,471.10
16 Mar 2015	654.22	151.14	805.36	4,000	21.61	4,021.61	2,023.63	310.35	2,333.98	2,023.53	355.37	2,378.90
15 Jun 2015	1,049.21	147.42	1,196.63	0	0.00	0.00	1,980.32	298.01	2,278.33	1,980.23	341.24	2,321.47
15 Sep 2015	1,014.79	143.00	1,157.79	0	0.00	0.00	1,915.36	289.08	2,204.44	1,915.27	331.01	2,246.28
15 Dec 2015	976.87	135.67	1,112.54	0	0.00	0.00	1,843.79	274.26	2,118.05	1,843.70	314.04	2,157.74
15 Mar 2016	945.64	130.11	1,075.75	0	0.00	0.00	1,784.85	263.02	2,047.87	1,784.76	301.17	2,085.93
15 Jun 2016	920.05	126.10	1,046.15	0	0.00	0.00	1,736.54	254.91	1,991.45	1,736.46	291.88	2,028.34
15 Sep 2016	889.03	120.80	1,009.83	0	0.00	0.00	1,677.99	244.20	1,922.19	1,677.91	279.63	1,957.54
15 Dec 2016	856.89	114.43	971.32	0	0.00	0.00	1,617.33	231.32	1,848.65	1,617.25	264.87	1,882.12
15 Mar 2017	825.02	108.34	933.36	0	0.00	0.00	1,557.19	219.02	1,776.21	1,557.11	250.79	1,807.90
15 Jun 2017	806.31	106.00	912.31	0	0.00	0.00	1,521.86	214.29	1,736.15	1,521.79	245.38	1,767.17
15 Sep 2017	778.97	101.36	880.33	0	0.00	0.00	1,470.27	204.91	1,675.18	1,470.20	234.63	1,704.83
15 Dec 2017	748.51	95.83	844.34	0	0.00	0.00	1,412.78	193.72	1,606.50	1,412.71	221.82	1,634.53
15 Mar 2018	718.82	90.56	809.38	0	0.00	0.00	1,356.73	183.07	1,539.80	1,356.67	209.63	1,566.30
15 Jun 2018	700.21	88.44	788.65	0	0.00	0.00	1,321.61	178.78	1,500.39	1,321.55	204.71	1,526.26
17 Sep 2018	673.41	86.24	759.65	0	0.00	0.00	1,271.02	174.34	1,445.36	1,270.96	199.63	1,470.59
17 Dec 2018	643.95	79.66	723.61	0	0.00	0.00	1,215.42	161.03	1,376.45	1,215.36	184.38	1,399.74
15 Mar 2019	615.01	73.48	688.49	0	0.00	0.00	1,160.80	148.55	1,309.35	1,160.75	170.10	1,330.85
17 Jun 2019	593.58	74.88	668.46	0	0.00	0.00	1,120.34	151.37	1,271.71	1,120.29	173.33	1,293.62
16 Sep 2019	566.02	69.11	635.13	0	0.00	0.00	1,068.33	139.71	1,208.04	1,068.28	159.97	1,228.25
16 Dec 2019	541.84	65.89	607.73	0	0.00	0.00	1,022.70	133.19	1,155.89	1,022.66	152.52	1,175.18
16 Mar 2020	11,032.49	62.80	11,095.29	0	0.00	0.00	20,823.25	126.96	20,950.21	20,822.28	145.38	20,967.66

FLows FOR EVERY BOND WITHOUT WITHHOLDING FOR THE HOLDER
(AMOUNTS IN EUR)
CPR = 10%

Payment Date	Series A1 Bonds			Series A2 Bonds			Series B Bonds			Series C Bonds		
	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow
TOTALS:	100,000.00	10,809.94	110,809.94	100,000.00	14,487.15	114,487.15	100,000.00	20,003.70	120,003.70	100,000.00	22,906.26	122,906.26
06 May 2005												
15 Jun 2005	1,735.27	247.33	1,982.60	0	233.89	233.89	0.00	265.11	265.11	0.00	304.00	304.00
15 Sep 2005	4,721.90	565.52	5,287.42	0	546.12	546.12	0.00	616.40	616.40	0.00	705.84	705.84
15 Dec 2005	4,509.68	532.50	5,042.18	0	540.19	540.19	0.00	609.70	609.70	0.00	698.17	698.17
15 Mar 2006	4,307.34	501.26	4,808.60	0	534.25	534.25	0.00	603.00	603.00	0.00	690.50	690.50
15 Jun 2006	4,215.60	487.61	4,703.21	0	546.12	546.12	0.00	616.40	616.40	0.00	705.84	705.84
15 Sep 2006	4,056.96	463.35	4,520.31	0	546.12	546.12	0.00	616.40	616.40	0.00	705.84	705.84
15 Dec 2006	3,873.23	435.21	4,308.44	0	540.19	540.19	0.00	609.70	609.70	0.00	698.17	698.17
15 Mar 2007	3,698.30	408.63	4,106.93	0	534.25	534.25	0.00	603.00	603.00	0.00	690.50	690.50
15 Jun 2007	3,616.06	396.42	4,012.48	0	546.12	546.12	0.00	616.40	616.40	0.00	705.84	705.84
17 Sep 2007	3,476.95	383.78	3,860.73	0	557.99	557.99	0.00	629.80	629.80	0.00	721.19	721.19
17 Dec 2007	3,316.81	351.74	3,668.55	0	540.19	540.19	0.00	609.70	609.70	0.00	698.17	698.17
17 Mar 2008	3,189.75	332.85	3,522.60	0	540.19	540.19	0.00	609.70	609.70	0.00	698.17	698.17
16 Jun 2008	2,777.15	314.70	3,091.85	3,000	540.19	3,540.19	0.00	609.70	609.70	0.00	698.17	698.17
15 Sep 2008	2,656.38	298.89	2,955.27	3,000	523.98	3,523.98	0.00	609.70	609.70	0.00	698.17	698.17
15 Dec 2008	2,519.22	283.77	2,802.99	3,000	507.77	3,507.77	0.00	609.70	609.70	0.00	698.17	698.17
16 Mar 2009	2,387.87	269.43	2,657.30	3,000	491.57	3,491.57	0.00	609.70	609.70	0.00	698.17	698.17
15 Jun 2009	2,321.43	255.83	2,577.26	3,000	475.36	3,475.36	0.00	609.70	609.70	0.00	698.17	698.17
15 Sep 2009	1,903.32	245.28	2,148.60	3,000	464.20	3,464.20	6,978.40	616.40	7,594.80	6,982.79	705.84	7,688.63
15 Dec 2009	1,909.08	231.78	2,140.86	3,000	442.95	3,442.95	4,194.90	567.15	4,762.05	4,194.70	649.42	4,844.12
15 Mar 2010	1,752.41	218.49	1,970.90	3,500	422.06	3,922.06	3,997.81	535.63	4,533.44	3,997.62	613.32	4,610.94
15 Jun 2010	1,698.90	213.26	1,912.16	3,500	412.32	3,912.32	3,896.80	522.89	4,419.69	3,896.61	598.73	4,495.34
15 Sep 2010	1,615.57	203.48	1,819.05	3,500	393.21	3,893.21	3,739.51	498.87	4,238.38	3,739.34	571.23	4,310.57
15 Dec 2010	1,521.80	192.07	1,713.87	3,500	370.03	3,870.03	3,562.53	470.64	4,033.17	3,562.36	538.91	4,101.27
15 Mar 2011	1,422.41	181.39	1,603.80	3,600	347.26	3,947.26	3,394.66	443.99	3,838.65	3,394.50	508.39	3,902.89
15 Jun 2011	1,375.52	177.24	1,552.76	3,600	335.32	3,935.32	3,306.16	432.93	3,739.09	3,306.00	495.73	3,801.73
15 Sep 2011	1,303.43	169.32	1,472.75	3,600	315.66	3,915.66	3,170.10	412.55	3,582.65	3,169.95	472.39	3,642.34
15 Dec 2011	1,212.67	160.06	1,372.73	3,700	292.78	3,992.78	3,018.52	388.74	3,407.26	3,018.37	445.13	3,463.50
15 Mar 2012	1,147.03	153.16	1,300.19	3,700	272.79	3,972.79	2,894.62	370.34	3,264.96	2,894.49	424.05	3,318.54
15 Jun 2012	1,093.07	148.24	1,241.31	3,700	255.59	3,955.59	2,792.78	356.56	3,149.34	2,792.64	408.28	3,200.92
17 Sep 2012	1,018.95	145.03	1,163.98	3,800	240.50	4,040.50	2,672.60	346.73	3,019.33	2,672.47	397.02	3,069.49
17 Dec 2012	948.29	134.61	1,082.90	3,800	212.29	4,012.29	2,539.22	319.36	2,858.58	2,539.10	365.69	2,904.79
15 Mar 2013	881.15	124.95	1,006.10	3,800	185.44	3,985.44	2,412.50	293.86	2,706.36	2,412.39	336.49	2,748.88
17 Jun 2013	832.85	128.29	961.14	3,900	176.88	4,076.88	2,341.07	298.71	2,639.78	2,340.96	342.04	2,683.00
16 Sep 2013	777.35	119.45	896.80	3,900	150.17	4,050.17	2,236.30	274.90	2,511.20	2,236.20	314.78	2,550.98
16 Dec 2013	716.65	115.03	831.68	3,900	129.10	4,029.10	2,121.74	261.27	2,383.01	2,121.64	299.16	2,420.80
17 Mar 2014	648.73	110.95	759.68	4,000	108.04	4,108.04	2,013.27	248.33	2,261.60	2,013.18	284.35	2,297.53
16 Jun 2014	612.76	107.25	720.01	4,000	86.43	4,086.43	1,945.37	236.05	2,181.42	1,945.28	270.30	2,215.58
15 Sep 2014	563.71	103.76	667.47	4,000	64.82	4,064.82	1,852.78	224.19	2,076.97	1,852.70	256.71	2,109.41
15 Dec 2014	512.43	100.56	612.99	4,000	43.21	4,043.21	1,756.00	212.90	1,968.90	1,755.91	243.78	1,999.69
16 Mar 2015	465.57	97.64	563.21	4,000	21.61	4,021.61	1,667.57	202.19	1,869.76	1,667.49	231.52	1,899.01
15 Jun 2015	855.51	94.99	950.50	0	0.00	0.00	1,614.73	192.02	1,806.75	1,614.65	219.88	1,834.53
15 Sep 2015	816.75	91.11	907.86	0	0.00	0.00	1,541.58	184.18	1,725.76	1,541.51	210.90	1,752.41
15 Dec 2015	775.07	85.47	860.54	0	0.00	0.00	1,462.91	172.78	1,635.69	1,462.84	197.84	1,660.68
15 Mar 2016	740.50	81.06	821.56	0	0.00	0.00	1,397.66	163.86	1,561.52	1,397.59	187.63	1,585.22
15 Jun 2016	711.81	77.69	789.50	0	0.00	0.00	1,343.51	157.05	1,500.56	1,343.44	179.83	1,523.27
15 Sep 2016	678.87	73.59	752.46	0	0.00	0.00	1,281.33	148.76	1,430.09	1,281.27	170.34	1,451.61
15 Dec 2016	644.72	68.93	713.65	0	0.00	0.00	1,216.87	139.34	1,356.21	1,216.81	159.55	1,376.36
15 Mar 2017	611.81	64.54	676.35	0	0.00	0.00	1,154.77	130.47	1,285.24	1,154.71	149.39	1,304.10
15 Jun 2017	10,851.41	62.45	10,913.86	0	0.00	0.00	20,481.43	126.25	20,607.68	20,480.49	144.56	20,625.05

FLows FOR EVERY BOND WITHOUT WITHHOLDING FOR THE HOLDER
(AMOUNTS IN EUR)
CPR = 12%

Payment Date	Series A1 Bonds			Series A2 Bonds			Series B Bonds			Series C Bonds		
	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow	Principal Repayment	Gross Interest	Total Flow
TOTALS:	100,000.00	10,809.94	110,809.94	100,000.00	14,487.15	114,487.15	100,000.00	20,003.70	120,003.70	100,000.00	22,906.26	122,906.26
06 May 2005												
15 Jun 2005	1,735.27	247.33	1,982.60	0	233.89	233.89	0.00	265.11	265.11	0.00	304.00	304.00
15 Sep 2005	4,721.90	565.52	5,287.42	0	546.12	546.12	0.00	616.40	616.40	0.00	705.84	705.84
15 Dec 2005	4,509.68	532.50	5,042.18	0	540.19	540.19	0.00	609.70	609.70	0.00	698.17	698.17
15 Mar 2006	4,307.34	501.26	4,808.60	0	534.25	534.25	0.00	603.00	603.00	0.00	690.50	690.50
15 Jun 2006	4,215.60	487.61	4,703.21	0	546.12	546.12	0.00	616.40	616.40	0.00	705.84	705.84
15 Sep 2006	4,056.96	463.35	4,520.31	0	546.12	546.12	0.00	616.40	616.40	0.00	705.84	705.84
15 Dec 2006	3,873.23	435.21	4,308.44	0	540.19	540.19	0.00	609.70	609.70	0.00	698.17	698.17
15 Mar 2007	3,698.30	408.63	4,106.93	0	534.25	534.25	0.00	603.00	603.00	0.00	690.50	690.50
15 Jun 2007	3,616.06	396.42	4,012.48	0	546.12	546.12	0.00	616.40	616.40	0.00	705.84	705.84
17 Sep 2007	3,476.95	383.78	3,860.73	0	557.99	557.99	0.00	629.80	629.80	0.00	721.19	721.19
17 Dec 2007	3,316.81	351.74	3,668.55	0	540.19	540.19	0.00	609.70	609.70	0.00	698.17	698.17
17 Mar 2008	3,189.75	332.85	3,522.60	0	540.19	540.19	0.00	609.70	609.70	0.00	698.17	698.17
16 Jun 2008	2,777.15	314.70	3,091.85	3,000	540.19	3,540.19	0.00	609.70	609.70	0.00	698.17	698.17
15 Sep 2008	2,656.38	298.89	2,955.27	3,000	523.98	3,523.98	0.00	609.70	609.70	0.00	698.17	698.17
15 Dec 2008	2,519.22	283.77	2,802.99	3,000	507.77	3,507.77	0.00	609.70	609.70	0.00	698.17	698.17
16 Mar 2009	2,387.87	269.43	2,657.30	3,000	491.57	3,491.57	0.00	609.70	609.70	0.00	698.17	698.17
15 Jun 2009	2,321.43	255.83	2,577.26	3,000	475.36	3,475.36	0.00	609.70	609.70	0.00	698.17	698.17
15 Sep 2009	1,903.32	245.28	2,148.60	3,000	464.20	3,464.20	6,978.40	616.40	7,594.80	6,982.79	705.84	7,688.63
15 Dec 2009	1,909.08	231.78	2,140.86	3,000	442.95	3,442.95	4,194.90	567.15	4,762.05	4,194.70	649.42	4,844.12
15 Mar 2010	1,752.41	218.49	1,970.90	3,500	422.06	3,922.06	3,997.81	535.63	4,533.44	3,997.62	613.32	4,610.94
15 Jun 2010	1,698.90	213.26	1,912.16	3,500	412.32	3,912.32	3,896.80	522.89	4,419.69	3,896.61	598.73	4,495.34
15 Sep 2010	1,615.57	203.48	1,819.05	3,500	393.21	3,893.21	3,739.51	498.87	4,238.38	3,739.34	571.23	4,310.57
15 Dec 2010	1,521.80	192.07	1,713.87	3,500	370.03	3,870.03	3,562.53	470.64	4,033.17	3,562.36	538.91	4,101.27
15 Mar 2011	1,422.41	181.39	1,603.80	3,600	347.26	3,947.26	3,394.66	443.99	3,838.65	3,394.50	508.39	3,902.89
15 Jun 2011	1,375.52	177.24	1,552.76	3,600	335.32	3,935.32	3,306.16	432.93	3,739.09	3,306.00	495.73	3,801.73
15 Sep 2011	1,303.43	169.32	1,472.75	3,600	315.66	3,915.66	3,170.10	412.55	3,582.65	3,169.95	472.39	3,642.34
15 Dec 2011	1,212.67	160.06	1,372.73	3,700	292.78	3,992.78	3,018.52	388.74	3,407.26	3,018.37	445.13	3,463.50
15 Mar 2012	1,147.03	153.16	1,300.19	3,700	272.79	3,972.79	2,894.62	370.34	3,264.96	2,894.49	424.05	3,318.54
15 Jun 2012	1,093.07	148.24	1,241.31	3,700	255.59	3,955.59	2,792.78	356.56	3,149.34	2,792.64	408.28	3,200.92
17 Sep 2012	1,018.95	145.03	1,163.98	3,800	240.50	4,040.50	2,672.60	346.73	3,019.33	2,672.47	397.02	3,069.49
17 Dec 2012	948.29	134.61	1,082.90	3,800	212.29	4,012.29	2,539.22	319.36	2,858.58	2,539.10	365.69	2,904.79
15 Mar 2013	881.15	124.95	1,006.10	3,800	185.44	3,985.44	2,412.50	293.86	2,706.36	2,412.39	336.49	2,748.88
17 Jun 2013	832.85	128.29	961.14	3,900	176.88	4,076.88	2,341.07	298.71	2,639.78	2,340.96	342.04	2,683.00
16 Sep 2013	777.35	119.45	896.80	3,900	150.17	4,050.17	2,236.30	274.90	2,511.20	2,236.20	314.78	2,550.98
16 Dec 2013	716.65	115.03	831.68	3,900	129.10	4,029.10	2,121.74	261.27	2,383.01	2,121.64	299.16	2,420.80
17 Mar 2014	648.73	110.95	759.68	4,000	108.04	4,108.04	2,013.27	248.33	2,261.60	2,013.18	284.35	2,297.53
16 Jun 2014	612.76	107.25	720.01	4,000	86.43	4,086.43	1,945.37	236.05	2,181.42	1,945.28	270.30	2,215.58
15 Sep 2014	563.71	103.76	667.47	4,000	64.82	4,064.82	1,852.78	224.19	2,076.97	1,852.70	256.71	2,109.41
15 Dec 2014	512.43	100.56	612.99	4,000	43.21	4,043.21	1,756.00	212.90	1,968.90	1,755.91	243.78	1,999.69
16 Mar 2015	465.57	97.64	563.21	4,000	21.61	4,021.61	1,667.57	202.19	1,869.76	1,667.49	231.52	1,899.01
15 Jun 2015	855.51	94.99	950.50	0	0.00	0.00	1,614.73	192.02	1,806.75	1,614.65	219.88	1,834.53
15 Sep 2015	816.75	91.11	907.86	0	0.00	0.00	1,541.58	184.18	1,725.76	1,541.51	210.90	1,752.41
15 Dec 2015	775.07	85.47	860.54	0	0.00	0.00	1,462.91	172.78	1,635.69	1,462.84	197.84	1,660.68
15 Mar 2016	740.50	81.06	821.56	0	0.00	0.00	1,397.66	163.86	1,561.52	1,397.59	187.63	1,585.22
15 Jun 2016	711.81	77.69	789.50	0	0.00	0.00	1,343.51	157.05	1,500.56	1,343.44	179.83	1,523.27
15 Sep 2016	678.87	73.59	752.46	0	0.00	0.00	1,281.33	148.76	1,430.09	1,281.27	170.34	1,451.61
15 Dec 2016	644.72	68.93	713.65	0	0.00	0.00	1,216.87	139.34	1,356.21	1,216.81	159.55	1,376.36
15 Mar 2017	611.81	64.54	676.35	0	0.00	0.00	1,154.77	130.47	1,285.24	1,154.71	149.39	1,304.10
15 Jun 2017	10,851.41	62.45	10,913.86	0	0.00	0.00	20,481.43	126.25	20,607.68	20,480.49	144.56	20,625.05

b) Example for applying dates and time periods defined in sections II.10 and II.11 of this Offering Circular for determining and paying Bond interest and amortisation.

For a better understanding by the subscriber of the definitions and rules for the application of dates and periods described in sections II.10 and II.11 relating to Bond interest and amortisation, the following example is given hereinafter, dividing it into characteristics for the first Payment Date (given its atypical nature) and for the second and successive Payment Dates:

1. First Payment Date: June 15, 2005.

(Execution of the Deed of Constitution: April 29, 2005)

- a) Nominal Interest Rate fixing Date applicable to each Series for the first Interest Accrual Period:
 - 11am on the second Business Day immediately preceding the Closing Date: May 4, 2005.
- b) Notices:
 - Extraordinary notice of the final margins applicable for determining the Nominal Interest Rate of each of Series A1, B and C and of the resultant Nominal Interest Rate for the first Interest Accrual Period: May 4, 2005. The Management Company shall notify this in writing by the start of the Subscription Period to the Lead Managers and the Underwriters and Placement Agents, for investors interested in subscribing for the Bonds to be notified thereof.
- c) First Interest Accrual Period:
 - From May 6, 2005 (Closing Date), inclusive, until June 15, 2005, exclusive.
- d) Determination Date (or date on which the Management Company makes calculations for the distribution and withholding of Available Funds): June 8, 2005.
- e) Ordinary periodic notices (communication as per sections III.4.2.a).2 and III.4.2.c).1):
 - Of all other periodic information: until June 14, 2005, inclusive.

2. Second Payment Date: September 15, 2005.

- a) Nominal Interest Rate fixing Date applicable to Series A1, B and C for the second Interest Accrual Period:
 - 11am on the second Business Day preceding the first Payment Date: June 13, 2005.
- b) Ordinary periodic notices (communication as per sections III.4.2.a).1 and III.4.2.c).1):
 - Of the resultant interest rate for the second Interest Accrual Period: until September 17, 2005, inclusive.
- c) Second Interest Accrual Period:
 - From June 15, 2005 (first Payment Date), inclusive, until September 15, 2005, exclusive.
- d) Determination Date (or date on which the Management Company makes calculations for the distribution and withholding of Available Funds): September 8, 2005.
- e) Ordinary periodic notices (communication as per sections III.4.2.a).2 and III.4.2.c).1):
 - Of all other periodic information: until September 14, 2005, inclusive.

II.13 Actual interest forecast for the Bond subscriber.

In the event that the annual nominal interest rates applicable to each of the Series, variable quarterly, should remain constant throughout the life of the Bond Issue, as established on the tables contained in section II.12.a) of the Offering Circular, these rates would result in Internal Rates of Return (“IRR”) for the Bond subscriber in each of the Series as shown on the following table, given the effect of quarterly interest payment, calculated without considering the tax effect, and assuming at all events the values and assumptions contained in said section for constant prepayment rates (CPR) of 8.00% and 10.00%.

	Series A1 Bonds	Series A2 Bonds	Series B Bonds	Series C Bonds
Actual interest forecast (IRR)	2.302%	2.184%	2.468%	2.830%

II.14 Actual interest forecast for the Fund at the time of the securities issue, considering all the structuring and placement expenses incurred by the Fund, specifying the calculation method.

The actual interest for the Fund has been calculated using the internal rate of return (IRR) formula described in section II.12.a) above, making the following assumptions:

- a) that the floating nominal interest rate of the Bonds should remain constant throughout the life of the debt securities at the rates of the table contained in section II.12.a);
- b) that the assumptions mentioned in section II.12.a) are made; and
- c) that the expected Fund constitution and Bond issue expenses are deducted from the face value of the Bond Issue.

The actual interest forecast for the Fund would be 2.352%, 2.355% or 2.359% for CPRs respectively of 8.00%, 10.00% and 12.00%, making the assumptions contained in the preceding paragraph.

The following are the expected expenses:

Expected Fund constitution and Bond issue expenses.	EUR
• Initial Management Company Fee	96,750.00
• Notary’s, audit, legal advice and rating fees	339,977.59
• CNMV fees (issue offering circular registration and listing supervision)	72,033.29
• AIAF and IBERCLEAR fees	54,520.00
• Series A1, B and C Bond underwriting and placement fees	1,500,000.00
• Advertising, printing and other expenses	17,067.03
Total expenses	2,080,347.91

II.15 Existence or not of special guarantees on the Mortgage Certificates and the Pass-Through Certificates pooled in the Fund or on the Bonds issued by the Fund.

There are no special guarantees covering the Bonds issued by or on the Mortgage Certificates and the Pass-Through Certificates pooled in the Fund, beyond the undertakings by the Originators contained in section IV.1.5 of this Offering Circular in relation to the substitution or early amortisation of the Mortgage Certificates or of the Pass-Through Certificates when any of them or the relevant Mortgage Loans fail upon the Fund being constituted to conform to the representations contained in section IV.1.1 of this Offering Circular.

II.16 Securities circulation law, particularly noting whether there are restrictions on the free transfer of the securities or mentioning that such restrictions exist.

The Bonds issued by the Fund are not subject to specific restrictions on their free conveyance. They shall be conveyed subject to the statutory provisions applicable thereto and to the rules of the secondary market on which the Bonds are traded, as established in sections II.4.1, II.5 and II.17 of this Chapter.

In accordance with the provisions of sections II.4.1 and II.5 of this Chapter, the ownership of each Bond will be conveyed by means of a transfer in the accounts. The effects of entering the conveyance to the transferee in the accounting record shall be the same as handing over the certificates and the transfer shall thereupon be enforceable on third parties.

II.17 Organised secondary markets for which there is an undertaking to apply for listing of the Bonds.

The Management Company shall, upon the Bonds having been paid up, apply for this Bond issue to be listed on the 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. The Management Company undertakes that definitive listing will be 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 above deadline, the Bonds should not be so listed on the AIAF, the Management Company shall forthwith proceed to notify Bondholders thereof, moreover advising of the reasons for such delay, which shall be done using the extraordinary notice procedure in accordance with the provisions of section III.4.2 of the Offering Circular. This shall be without prejudice to the Management Company being held to be liable, as the case may be.

II.18 Subscription, placement and underwriting of the Series A1, B and C Bonds.

II.18.1 Potential investors to whom the Series A1, B and C Bonds are offered, specifying the reasons for choosing the same.

Placement of the Series A1, B and C Bonds is targeted at institutional or qualified investors.

Accordingly, the Bonds will be placed in Spain among legal persons or entities devoid of legal personality, such as, for information only, pension funds, collective-investment undertakings, insurers, or credit institutions, firms of broker-dealers or undertakings qualified under articles 64 and 65 of the Securities Market Act to manage third-party portfolios, in the business of regularly and professionally investing in marketable securities. In the case of undertakings qualified to manage securities portfolios, subscription or acquisition proposals shall be made by those undertakings on behalf of investors having previously signed with such undertakings an appropriate securities portfolio management agreement.

In addition to its own analysis as to the quality of the securities offered to be subscribed in this Offering Circular, the potential investor also has the rating assigned by the Rating Agencies set forth in section II.3 of this Chapter.

Once the issue has been fully placed and the Bonds are listed on the official AIAF secondary securities market, the Bonds may be freely purchased on that market in accordance with its own trading rules.

Effects of subscription for Bondholders.

Subscription for the Bonds implies for each Bondholder an acceptance of the terms of the Deed of Constitution.

Tranches.

Each of Series A1, B and C consists of one tranche only.

II.18.2 Legal status of the Bonds.

The following legal considerations apply to the Bonds subject of this issue in connection with their ownership by certain investors and once they are listed on the AIAF:

- (i) The Series A1 and A2 Bonds meet the selection policies to be admitted as assets securing transactions with the European Central Bank.
- (ii) They shall be eligible for investment by insurance companies in observance of their technical provision obligations, pursuant to article 50 of the Private Insurance Arrangement and Supervision Regulations approved by Royal Decree 2486/1998, November 20, amended by Royal Decree 996/2000, June 2, and by Royal Decree 297/2004, February 20.
- (iii) They shall be eligible for investment by the Mutual Guarantee Company Technical Provision Fund, in accordance with Act 1/1994, March 11, on the Legal System of Mutual Guarantee Companies, and Royal Decree 2345/1996, November 8, relating to the rules for the administrative authorisation of and solvency requirements for Mutual Guarantee Companies.
- (iv) They shall be eligible for investment by Pension Funds in accordance with the provisions of article 70 of Royal Decree 304/2004, February 20, approving the Pension Plans and Funds Regulations.
- (v) They shall be eligible for investing the Assets of Collective-Investment Undertakings, in accordance with the specific rules established for each of them in articles 23 and 30 of Collective-Investment Undertakings Act 35/2003, November 4, and Royal Decree 91/2001, February 2, partially amending Royal Decree 1393/1990, November 2.

II.18.3 Subscription or acquisition date or period.

The subscription period for the Series A1, B and C Bonds (the “**Subscription Period**”) shall begin at 12 o'clock midday (CET time) on May 4, 2005 and end at 4pm (CET time) on the same day.

II.18.4 Where and with whom may subscription or acquisition be processed?

In order to be taken into account, subscription proposals for Series A1, B and C Bonds shall be made by any means admissible at Law during the Subscription Period established in the preceding section, with BANCO COOPERATIVO, BBVA, DZ BANK, SOCIÉTÉ GÉNÉRALE, ABN AMRO, BANCO PASTOR, BANESTO, CAJA MADRID and EBN, as Bond Issue Underwriters and Placement Agents, observing the procedures established hereinafter in the following sections.

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

II.18.5 Placement and allocation of Bonds.

The Underwriters and Placement Agents shall freely proceed to accept or turn down subscription proposals received for the Series A1, B and C Bonds, making sure in any event that there is no discriminatory treatment between similarly characterised proposals. The Underwriters and Placement Agents may nevertheless give priority to proposals of those of their customers as they shall deem fit and even subscribe on its own account, for itself or companies in its group, for all or part of each of the Series A1, B and C Bond Series.

Each Underwriter and Placement Agent agrees to subscribe in its own name, at the close of the Subscription Period, for such amount of Bonds as may be necessary to complete the figure of their underwriting commitment as determined in section II.18.9 of this Chapter.

II.18.6 Pro rata placement and method.

Not applicable.

II.18.7 Payment method and dates.

The investors to whom the Series A1, B and C Bonds are allocated shall pay the relevant Underwriter and Placement Agent by 12 o'clock midday (CET time) on May 6, 2005 (the “**Closing Date**”), for same day value, the relevant issue price (100% of the face value) for each Bond allocated for subscription.

II.18.8 Method and deadline for delivery to the subscribers of copies of the subscription certificates.

Unless the Bonds are previously entered in the accounting record of IBERCLEAR in the actual subscriber's name, the Underwriters and Placement Agents shall provide the Series A1, B and C Bond subscribers, with a document proving their subscription for the Bonds allocated and the actual amount paid for such subscription, within not more than fifteen (15) days after the Closing Date, though title to the Bonds taken shall be established by means of the appropriate entry in the accounting record.

This document shall not be marketable and will only be valid to justify subscription for the relevant Bonds, until and unless an entry is made in the accounting record as determined in section II.5 of this Offering Circular.

II.18.9 Institutions involved in the placement or marketing and in the underwriting of Series A1, B and C.

Placement of the Series A1, B and C Bonds shall be undertaken by BANCO COOPERATIVO, BBVA, DZ BANK, SOCIÉTÉ GÉNÉRALE, ABN AMRO, BANCO PASTOR, BANESTO, CAJA MADRID and EBN, as Underwriters and Placement Agents, on the terms contained in this section under the Series A1, B and C Bond Management and Underwriting and Placement Agreement.

The following are the details of the commitment by each Underwriter and Placement Agent in regard to their involvement in underwriting the placement of the Series A1, B and C Bonds:

Underwriters and Placement Agents	Face amount underwritten (EUR)		
	Series A1	Series B	Series C
BANCO COOPERATIVO	233,000,000.00	4,800,000.00	5,900,000.00
BBVA	233,000,000.00	4,800,000.00	6,000,000.00
DZ BANK	233,000,000.00	4,800,000.00	5,900,000.00
SOCIÉTÉ GÉNÉRALE	233,100,000.00	4,800,000.00	5,900,000.00
ABN AMRO	5,000,000.00		
BANCO PASTOR	5,000,000.00		
BANESTO	5,000,000.00		
CAJA MADRID	5,000,000.00		
EBN	5,000,000.00		
Total	957,100,000.00	19,200,000.00	23,700,000.00

The Underwriters and Placement Agents of each Series shall altogether receive from the Fund an underwriting and placement fee on the face amount underwritten of the Series A1, B and C Bonds, as follows for each Series:

- **Series A1 Bonds:** fee ranging between 0.05% and 0.15%, both inclusive.
- **Series B Bonds:** fee ranging between 0.05% and 0.15%, both inclusive.
- **Series C Bonds:** fee ranging between 0.05% and 0.15%, both inclusive.

The underwriting and placement fee applicable on the face amount of the Series A1, B and C Bonds shall be determined with one accord among the Lead Managers by 10am (CET time) on the day of the Subscription Period (May 4, 2005). Failing an agreement between the Lead Managers, the Management Company shall fix the final underwriting and placement fee in respect of the Series where no such agreement was arrived at, as follows.

- **Series A1 Bonds:** 0.08% fee.
- **Series B Bonds:** 0.08% fee.
- **Series C Bonds:** 0.08% fee.

The underwriting and placement fee applicable to the Bonds in each of the Series fixed shall be notified by the Management Company by the start of the Subscription Period to the Underwriters and Placement Agents and the CNMV.

II.18.10 Lead Managers of the issue.

BANCO COOPERATIVO, BBVA, DZ BANK and SOCIÉTÉ GÉNÉRALE shall be involved as Lead Managers of the Bond Issue.

The following is the statement given by each of the Lead Managers signed by a duly authorised individual, in fulfilment of the provisions of article 31.2 of Royal Decree 291/1992, March 27, on issues and public offerings for the sale of securities, as reworded by Royal Decree 2590/1998, December 7, and in accordance with the provisions of article 20.3 of said Royal Decree 291/1992:

Statement by BANCO COOPERATIVO.

We, Messrs Ignacio Benlloch Fernández-Cuesta and Ramón Carballas Varela, acting for and on behalf of BANCO COOPERATIVO ESPAÑOL, with place of business for these purposes at Calle Virgen de los Peligros, 4, duly authorised for these presents, and in connection with the constitution of RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS and the Bond issue amounting to EUR one billion one hundred million (1,100,000,000.00), sponsored by EUROPEA DE TITULIZACIÓN S.G.F.T., in pursuance of Royal Decree 291/1992, March 27, on issues and public offerings for the sale of securities, as currently worded,

HEREBY DECLARE

- *That the necessary checks have been made to verify that the information contained in the Offering Circular is truthful and complete.*
- *That those checks have not revealed any circumstances contradicting or altering the information contained in the Offering Circular, or that the latter has omitted any material facts or figures which might be relevant to the investor*
- *That the above representations neither extend nor refer to the audit report attached as an appendix to the Offering Circular in regard to the selected mortgage loans.*

In witness whereof, to serve and avail as and where appropriate, this statement is given at Madrid, on April 25, 2005.

Statement by BBVA.

We, Messrs Vicente de Ortueta and Teresa García-Agulló, acting for and on behalf of Banco Bilbao Vizcaya Argentaria, S.A., with place of business for these purposes at Plaza de San Nicolás no. 4 Bilbao, duly authorised for these presents, and in connection with the constitution of RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS and the Bond issue amounting to EUR one billion one hundred million (1,100,000,000.00), sponsored by EUROPEA DE TITULIZACIÓN S.G.F.T., in pursuance of Royal Decree 291/1992, March 27, on issues and public offerings for the sale of securities, as currently worded,

HEREBY DECLARE

- *That the necessary checks have been made to verify that the information contained in the Offering Circular is truthful and complete.*
- *That those checks have not revealed any circumstances contradicting or altering the information contained in the Offering Circular, or that the latter has omitted any material facts or figures which might be relevant to the investor.*
- *That the above representations neither extend nor refer to the audit report attached as an appendix to the Offering Circular in regard to the selected mortgage loans.*

In witness whereof, to serve and avail as and where appropriate, this statement is given at Madrid, on April 25, 2005.

Statement by DZ BANK.

We, Messrs Rolf Heimann and Christian Fuhrmann-Kempe, acting for and on behalf of DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, duly authorised for these presents, and in connection with the constitution of RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS and the Bond issue amounting to EUR one billion one hundred million (1,100,000,000.00), sponsored by EUROPEA DE TITULIZACIÓN S.G.F.T., in pursuance of Royal Decree 291/1992, March 27, on issues and public offerings for the sale of securities, as currently worded,

HEREBY DECLARE

- That the necessary checks have been made to verify that the information contained in the Offering Circular is truthful and complete.
- That those checks have not revealed any circumstances contradicting or altering the information contained in the Offering Circular, or that the latter has omitted any material facts or figures which might be relevant to the investor.
- That the above representations neither extend nor refer to the audit report attached as an appendix to the Offering Circular in regard to the selected mortgage loans.

In witness whereof, to serve and avail as and where appropriate, this statement is given at Frankfurt am Main, on April 21, 2005.

Statement by SOCIÉTÉ GÉNÉRALE.

We, Messrs Álvaro Huete Gómez and Demetrio Salorio Simonet, acting for and on behalf of SOCIÉTÉ GÉNÉRALE SUCURSAL EN ESPAÑA, with place of business for these purposes at Madrid, Plaza Pablo Ruíz Picasso 1, duly authorised for these presents, and in connection with the constitution of RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS and the Bond issue amounting to EUR one billion one hundred million (1,100,000,000.00), sponsored by EUROPEA DE TITULIZACIÓN S.G.F.T., in pursuance of Royal Decree 291/1992, March 27, on issues and public offerings for the sale of securities, as currently worded,

HEREBY DECLARE

- That the necessary checks have been made to verify that the information contained in the Offering Circular is truthful and complete.
- That those checks have not revealed any circumstances contradicting or altering the information contained in the Offering Circular, or that the latter has omitted any material facts or figures which might be relevant to the investor.
- That the above representations neither extend nor refer to the audit report attached as an appendix to the Offering Circular in regard to the selected mortgage loans.

In witness whereof, to serve and avail as and where appropriate, this statement is given at Madrid, on April 25, 2005.

Attached as Appendix VI to this Offering Circular are photocopies of the letters from BANCO COOPERATIVO, BBVA, DZ BANK and SOCIÉTÉ GÉNÉRALE making those statements.

The Lead Managers shall not be remunerated for managing the Bond Issue.

II.18.11 Series A1, B and C Bond Management and Underwriting and Placement Agreement.

The Management Company shall, for and on behalf of the Fund, enter into a Series A1, B and C Bond Management and Underwriting and Placement Agreement with BANCO COOPERATIVO ESPAÑOL S.A. (“**BANCO COOPERATIVO**”), BANCO BILBAO VIZCAYA ARGENTARIA, S.A. (“**BBVA**”), DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK (“**DZ BANK**”) and SOCIÉTÉ GÉNÉRALE SUCURSAL EN ESPAÑA (“**SOCIÉTÉ GÉNÉRALE**”) as Lead Managers and Underwriters and Placement Agents, and with ABN AMRO BANK NV (“**ABN AMRO**”), BANCO PASTOR, S.A. (“**BANCO PASTOR**”), BANCO ESPAÑOL DE CRÉDITO, S.A. (“**BANESTO**”), CAJA DE AHORROS Y MONTE DE PIEDAD DE MADRID (“**CAJA MADRID**”) and EBN BANCO DE NEGOCIOS, S.A. (“**EBN**”) as Underwriters and Placement Agents.

The Series A1, B and C Bond Underwriters and Placement Agents shall take on the obligations contained in the Series A1, B and C Bond Management and Underwriting and Placement Agreement which are basically the following: 1) securing placement by a third-party subscription for the Series A1, B and C Bonds; 2) an undertaking to subscribe for the Series A1, B and C Bonds not subscribed for when the Subscription Period is closed, up to the set amounts; 3) paying to the Paying Agent by 1pm on the Closing Date, for same day value, the Series A1, B and C Bond subscription amount underwritten by each of them, deducting the sum of the underwriting and placement fee accrued by them, whereupon the Paying Agent shall pay to the Fund by 2pm on that same day, for same day value, the amount paid to it by the remaining Underwriters and Placement Agents plus the sum of the face amount of its own underwriting commitment, deducting the sum of the underwriting and placement fees accrued in its favour; 4) an undertaking to pay late-payment interest as covenanted in the Agreement in the event of late payment of the amounts due; 5) providing subscribers with a document proving subscription; 6) providing the Management Company with Series A1, B and C Bond Issue placement dissemination control information; and 7) all other aspects governing the underwriting and placement of the Series A1, B and C Bonds.

The underwriting commitments of each Underwriting and Placement Agent and the underwriting and placement fees are specified in section II.8.9 of this Offering Circular.

BANCO COOPERATIVO, BBVA, DZ BANK and SOCIÉTÉ GÉNÉRALE shall be involved as Lead Managers in the Bond Issue. They shall not be remunerated for leading the Bond Issue.

The Series A1, B and C Bond Management and Underwriting and Placement Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to each of the Bond Series as final by the start of the Subscription Period.

II.19 Subscription for the Series A2 Bonds.

Subscription for all the Series A2 Bonds shall be carried out exclusively by the EUROPEAN INVESTMENT BANK under a Series A2 Bond Subscription Agreement to be entered into by the Management Company, for and on behalf of the Fund, and the EUROPEAN INVESTMENT BANK.

The EUROPEAN INVESTMENT BANK shall take on the obligations contained in the Series A2 Bond Subscription Agreement, which are basically the following: 1) an undertaking to subscribe for the Series A2 Bonds in its own name; 2) paying to the Paying Agent, for same day value, the Series A2 Bond subscription amount, whereupon the Paying Agent shall pay to the Fund, for same day value; 3) an undertaking to pay late-payment interest as covenanted in the Agreement in the event of late payment of the amounts due; and 4) all other aspects governing subscription for the Series A2 Bonds.

The Series A2 Bond Subscription Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to each of the Bond Series as final by the start of the Subscription Period.

II.20 Entry and registration of the subscription for the Bonds.

The Bonds, represented by means of book entries, shall become such bonds upon being entered in the relevant accounting record, as provided in Royal Decree 116/1992, with the usual timing and procedures of the institution in charge of so doing, to wit IBERCLEAR.

II.21 National laws under which the securities are created and jurisdiction in the event of litigation.

The constitution of the Fund and Bond issue are subject to Spanish Law, and specifically to the provisions of (i) the Deed of Constitution; (ii) Royal Decree 926/1998 and implementing regulations; (iii) Act 19/1992, failing a provision in Royal Decree 926/1998, and to the extent applicable; (iv) Act 3/1994; (v) Act 44/2002 (in particular article 18 thereof); (vi) the Securities Market Act, and (vii) all other legal and statutory provisions in force and applicable from time to time.

The constitution of the Fund, the issue of the Bonds and the agreements for transactions covering financial risks and the rendering of services to be entered into by the Management Company on behalf of the Fund shall be subject to Spanish Law. The Deed of Constitution and the transaction agreements to be entered into by the Management Company on behalf of the Fund shall at all events be subject to Spanish laws.

All matters, disagreements, actions and claims deriving from the Management Company's constitution, administration and legal representation of RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS and the Bond Issue by the same, shall be submitted to the competent Spanish Courts and Tribunals.

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

The Bondholders and the remaining 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 default or early amortisation or prepayment of the Mortgage Certificates and of the Pass-Through Certificates, a breach 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.

The Bondholders and the remaining creditors of the Fund shall have no recourse against the Management Company other than as derived from a breach of its duties. Those actions shall be resolved in the relevant ordinary declaratory proceedings depending on the amount claimed.

II.22 Tax system derived from the securities offered.

A brief account is given hereinafter of the tax system applicable to the investments derived from this offering, in which connection only State laws in force for the time being and general aspects that might affect investors are taken into account; investors must bear in mind both their possible special tax circumstances and the rules applied territorially and contained in the laws in force at the time when the relevant income is obtained and returned.

Because the Bonds will be represented by book entries and an application will be made for the securities to be listed and traded on an official Spanish secondary securities market, which circumstances are relevant to determining their taxation, the assumption made is that these requirements shall be met. It has moreover been considered that, upon being issued, the Bonds will be considered financial assets with an explicit yield, when this qualification is relevant for tax purposes.

The withholdings, contributions and taxes established now or in the future on the Bond principal, interest or income shall be payable by the Bondholders, and their amount shall be deducted, as the case may be, in the manner statutorily prescribed.

During the life of the Bonds, their tax system shall be as derived from the laws in force from time to time.

It should finally be noted that the tax treatment described herein is general and has not therefore included the taxation applicable to income obtained through entities under an imputed income system, or the system applicable to all categories of investors, some of which (such as, for instance, financial institutions, Undertakings for Collective Investment, Co-operatives, etc.) may be subject to special rules.

II.22.1 Natural or legal persons resident in Spain.

Personal Income Tax.

Income obtained by Bondholders who are Personal Income Tax (IRPF) payers, both as interest and in connection with the transfer, repayment or amortisation of the Bonds, shall be considered income on investments obtained from the assignment of own capital to third parties, as defined in article 23.2 of Legislative Royal Decree 3/2004, March 5, approving the Consolidation of the Personal Income Tax Act (the "IRPF Act").

In this sense, in the event of revenues derived from receipt of Bond coupons (interest), the aggregate income shall be determined by the amount of interest received, including the IRPF withholding made, as the case may be.

Furthermore, in the event of transfer, redemption or amortisation of the Bonds, the income on investments shall be deemed to be the difference between the transfer, redemption or amortisation value (less properly supported ancillary disposal expenses) and the acquisition or subscription value (plus properly supported ancillary acquisition expenses). When the taxpayer has acquired other homogeneous financial assets within two months before or after transfer, redemption or amortisation, negative income from the Bonds shall nevertheless be integrated in the taxable income as the Bonds remaining on the taxpayer's assets are transferred.

The net income on investments shall be found deducting the Bond servicing and custody expenses from the aggregate income, provided that those expenses are not the consideration for a discretionary and individualised management of the portfolio of investments. The net income from the transfer, redemption or amortisation of Bonds generated over a time-period in excess of two years shall be reduced by 40%.

Interest income received shall be subject to a 15% withholding tax on account of the beneficiary's IRPF.

However, there is no withholding tax obligation on income derived from the transfer or repayment of the Bonds, because these are represented by means of book entries and are traded on an official Spanish securities market and are considered financial assets with an explicit income, other than on the part of the price equivalent to the matured coupon in transfers made within thirty days immediately preceding coupon maturity where (i) the transferee is a person or undertaking not resident in Spanish territory or a Corporation Tax obligor, and (ii) the explicit income derived from the transferred Bonds is exempt from the obligation to withhold in relation to the transferee.

Corporation Tax.

Both interest income and income derived from the transfer, repayment or amortisation of the Bonds obtained by undertakings considered to be Corporation Tax payers, shall be added to the tax base as prescribed under Title IV of Legislative Royal Decree 4/2004, March 5, approving the Consolidation of the Corporation Tax Act.

The aforesaid income shall not be subject to a Corporation Tax withholding as provided by article 59.q) of Royal Decree 1777/2004, July 30, approving the Corporation Tax Regulations ("Royal Decree 1777/2004"), considering that the Bonds satisfy the following requirements -as this Bond Issue is expected to do:

1. That they are represented by means of book entries.
2. That they are traded on a Spanish official secondary securities market.

The procedure for the exclusion of withholding tax or prepayment on the Bond interest to be effective, in accordance with the Ministerial Order of 22nd December 1999, shall be subject to the following requirements:

1. The Management Company, for and on behalf of the Fund as the issuer, shall pay the custodians, through the Paying Agent, the liquid amount resulting from applying the general withholding rate in force on that date (currently 15%) to all the interest.
2. By the 10th of the month after the month of maturity of each coupon, the custodians shall provide the Management Company or the Paying Agent with an itemised list of the holders who must pay Corporation Tax, along with their identification particulars, ISIN code for the securities, the number of securities they held at the date of maturity of each coupon, the respective gross income and the amount withheld.

3. Bondholders who are Corporation Tax obligors shall certify that circumstance with the custodians of the securities by the 10th of the month after coupon maturity in order that the custodians may draw up the list specified in the preceding paragraph.
4. Forthwith upon receiving that list, the Management Company shall promptly pay the custodians through the Paying Agent the excess amount withheld from those obligors.
5. The custodians shall forthwith pay the amount withheld to the obligor holders.

For the purpose of establishing that they are Corporation Tax obligors, Bondholders may use any means of proof admissible at Law and must produce appropriate supporting documents which shall remain with the Bond custodian, at the disposal of the issuer (the Management Company on the Fund's behalf) to be checked and of the State Agency for Taxation Administration. In this connection, supporting documents shall be taken to mean a photocopy of the card establishing the Tax Identification Number.

II.22.2 Natural or legal persons not resident in Spain.

Income obtained by Bondholders who are Non-Resident Income Tax payers, both on interest and in connection with the transfer, repayment or amortisation of the Bonds, shall be considered to be income obtained in Spain, with or without a permanent establishment, on the terms of articles 12 and 13 of Legislative Royal Decree 5/2004, March 5, approving the Consolidation of the Non-Resident Income Tax Act (the "**IRNR Act**").

Income obtained through a permanent establishment.

Bond income obtained by a permanent establishment in Spain shall pay tax in accordance with the rules of Chapter III of the above-mentioned IRNR Act, notwithstanding the provisions of double-taxation Agreements of which Spain is a signatory, which might determine that the relevant income pays no tax or that reduced tax rates apply. The aforesaid income shall be excluded from Non-Resident Income Tax withholding on the terms set out above for Spanish Corporation Tax obligors.

Income obtained other than through a permanent establishment.

Bond income obtained by persons or undertakings not resident in Spain acting for these purposes without a permanent establishment within Spanish territory shall pay tax in accordance with the rules of Chapter IV of the aforesaid IRNR Act, the following elements of the system of that Act being noteworthy, without prejudice to the provisions of double-taxation Agreements signed by Spain determining that the relevant income need pay no tax or, as the case may be, that reduced rates apply:

- The tax base shall be quantified as the full amount of the income obtained, calculated with reference to the rules of the IRPF Act, whereas the reductions of that Act will not apply.
- In the event of transfer, repayment or amortisation, expenses attaching to acquisition and disposition shall be taken into account for calculating the income, provided that they are properly supported. Taxation shall be separately effected for each total or partial taxable accrual of income, which may under no circumstances be set off against one another.
- Bond income obtained both as interest and in connection with transfer, repayment or amortisation of the Bonds shall be exempt when obtained without a permanent establishment by residents of another European Union Member State or by permanent establishments of those residents located in another European Union Member State (article 14.1.c) of the IRNR Act).
- Income derived from the transfer of such securities made on any of the official Spanish secondary securities markets obtained by non-resident natural persons or undertakings other than through a permanent establishment in Spanish territory, resident in a State having signed a double-taxation Agreement with Spain with an information-exchange clause, will also be exempt.
- The two exemptions referred to shall by no means apply where the income is obtained through countries or territories statutorily qualified as tax havens.

- The Tax will be calculated applying a 15 percent rate to the tax base comprising Bond interest and other income unless an exemption or a lower rate applies in pursuance of the provisions of the internal law or in an Agreement signed by Spain. Where on account of the investor's residence a Double Taxation Agreement signed by Spain is applicable, the reduced tax rate provided for in said Agreement for income of this kind shall be applied, as the case may be.
- The application of any exemption or reduced rate for which provision is made in the internal laws or in an Agreement signed by Spain shall require satisfactory proof of the investor's tax residence by producing a tax residence certificate issued by the tax authorities of the country in which that investor is resident in the manners for which provision is made in Spanish laws.
- On the other hand, Bond coupons are in principle liable to a withholding, unless evidence is produced of Tax exemption or payment. The amount withheld is equivalent to the final Tax.
- In accordance with the Ministerial Order of April 13, 2000, where financial institutions domiciled, resident or represented in Spain that are custodians or manage collection of the income on those securities are involved in the Bond interest payment procedure, the exclusion from withholding tax or withholding at a reduced rate by applying the taxation limits established in double-taxation Agreements shall be put in place as described hereinafter:
 1. The Management Company shall, for and on behalf of the Fund as the issuer, through the Paying Agent, pay to the custodians the net amount resulting from applying the general withholding rate in force on that date to all the interest.
 2. By the 10th of the month after the month of maturity of each coupon, the custodians shall provide the Management Company or the Paying Agent by value/issue code and maturity/distribution date with an itemised list of the holders who are Non-Resident Income Tax obligors for obtaining income in Spanish territory without a permanent establishment with the ISIN code for the securities, type of income, type of person, tax residence country code, along with their identification particulars, the number of securities they held at the date of maturity of each coupon, the respective gross income and the excess percentage withheld from each holder.
 3. Bondholders who are Non-Resident Income Tax payers without a permanent establishment in Spain shall have established to the custodians that they are entitled to have the taxation limits of an Agreement applied or to be excused from withholding. The custodians shall draw up the list referred to in the preceding paragraph including the holders of the securities who have established that right upon the list being issued to the Management Company.
 4. Forthwith upon receiving the list referred to in paragraph 2 above, the Management Company shall promptly pay all the custodians through the Paying Agent the amount withheld from those taxpayers.
 5. The custodians shall forthwith pay the excess amount withheld from holders who are Non-Resident Income Tax payers.
 6. For the purpose of establishing the right to have the withholding made applying the taxation limits of an Agreement or to be excused therefrom, taxpayers shall prove their tax residence by means of the following documents:
 - When the withholding exclusion results from the application of internal Spanish regulations, by means of a residence certificate issued by the tax authorities of the country of residence.
 - When the withholding exclusion or the withholding is made at a reduced rate, under an Agreement with a certificate issued by the respective tax authority, expressly recording that the taxpayer is a resident within the meaning of the Agreement. Nevertheless, when a withholding is made applying a taxation limit laid down in an Agreement implemented by means of an Order establishing the use of a specific form, this shall be established therewith in lieu of the certificate.

The residence certificates referred to in the preceding paragraphs shall in principle be valid for one year after the date of issue.

7. In the event that tax residence may not be established for these purposes, Bond income obtained both as interest and in connection with the transfer, repayment or amortisation of the Bonds, by non-resident holders shall be subject to taxation under the general system aforesaid, although a refund of the excess withholding or taxation may be applied for by means of the procedure for which provision is made in the laws in force for the time being.

- Furthermore, and whether or not they pay the Tax, Bond transfer or repayment income shall not be liable to withholding because the financial assets have an explicit yield, are represented by book entries and are traded on an official Spanish secondary securities market, on the terms and conditions for which provision is made in article 73.3.f) of Royal Decree 1775/2004, July 30, approving the Personal Income Tax Regulations, under an express renvoi made in article 10.3.b) of Royal Decree 1776/2004, July 30, approving the Non-Resident Personal Income Tax Regulations. The reference in the aforesaid article to the rule of the Personal Income Tax Regulations shall not expressly excuse the application of the so-called anti-coupon laundering rule where the investor is a non-resident without a permanent establishment in Spain¹. The foregoing shall be without prejudice to the joint and several liability of the Bond custodian or manager, and the actual non-resident holder's duties to return and pay the Tax in due course.

II.22.3 Indirect taxation on the transfer of the Bonds.

The subscription for and acquisition and conveyance of Bonds is exempt from paying Capital Transfer and Documents Under Seal Tax and Value Added Tax.

II.22.4 Wealth Tax.

Natural persons whose personal obligation it is to pay this Tax and have to submit a return on this Tax and who are Bondholders at December 31 of each year, shall include the Bonds in that Tax base at their average trading value in the fourth quarter of each year.

Non-resident natural persons who are Bondholders at December 31 of each year shall be payers of the Tax by real obligation and will also have to pay Wealth Tax, other than as provided in the double-taxation Agreements. Nevertheless, residents in other European Union countries (other than those holding their financial assets through a tax haven) in regard to Bonds whose income is exempt in regard to Non-Resident Income Tax, on the terms set forth above, shall be exempt.

II.22.5 Inheritance and Gift Tax.

The transfer of the Bonds to natural persons by inheritance or donation shall be subject to the general rules of Inheritance and Gift Tax without prejudice to the provisions of double-taxation Agreements signed by Spain. In the event that the beneficiary should be a Company, the income obtained would be taxed in accordance with the Corporation Tax or Non-Resident Personal Income Tax rules, in the event that the beneficiary is a non-resident entity for tax purposes in Spain.

II.23 Purpose of the transaction.

The net amount of the Bond Issue will be fully allocated to paying the price for the acquisition of the Mortgage Certificates and the Pass-Through Certificates issued by Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete, S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón, S.C.C., Caja Rural de Granada, S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C. and Caja Rural del Sur S.C.C., pooled in the Fund assets.

¹ The application of this rule would result in a withholding being made on the part of the price equivalent to the coupon accrued on transfers made within thirty days immediately preceding coupon maturity where (i) the purchaser is a person or an entity not resident in Spanish territory, or a Corporation Tax payer, and (ii) this return is excused from the obligation to withhold for the purchaser.

II.24 Institutions that have agreed, as the case may be, to be involved in secondary trading, providing liquidity by offering consideration, specifying the extent and manner of their involvement.

There are no commitments for any institution to be involved in the secondary market of the Bonds, providing liquidity by offering consideration.

II.25 Natural or legal persons with a relevant involvement in structuring or providing advice for the constitution of the fund or in connection with any item of the significant information contained in the offering circular, including, as the case may be, underwriting the placement.

II.25.1 Specification of natural and legal persons.

- a) The Fund and the Bond Issue were financially structured by EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, which is the sponsoring institution and the Fund Management Company.
- b) LINKLATERS, who are independent legal advisers, have provided legal advice for the transaction and reviewed its tax implications.
- c) Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada, S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C. and Caja Rural del Sur S.C.C., are the Originators issuing the Mortgage Certificates and the Pass-Through Certificates which shall be fully subscribed for by the Fund upon being constituted.
- d) BANCO COOPERATIVO, BBVA, DZ BANK and SOCIÉTÉ GÉNÉRALE are involved as Lead Managers and Underwriters and Placement Agents of the Series A1, B and C Bonds.
- e) ABN AMRO, BANCO PASTOR, BANESTO, CAJA MADRID and EBN are involved as Underwriters and Placement Agents of the Series A1, B and C Bonds.
- f) BANCO COOPERATIVO is involved as Paying Agent of the Bond Issue.
- g) PRICEWATERHOUSECOOPERS are involved as auditor checking a number of attributes of the selection of mortgage loans which shall serve to issue the Mortgage Certificates and the Pass-Through Certificates.

II.25.2 Statement by the person responsible for the Offering Circular on behalf of the Management Company, specifying whether he is aware of the existence of any relationship whatsoever (political rights, employment, family, etc.) or economic interest of those experts, advisers, and of other institutions involved, with both the Management Company and the former holders of the assets (Mortgage Certificates and Pass-Through Certificates) acquired by the Fund.

"I, Mr Mario Masiá Vicente, for and on behalf of EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, with place of business at Madrid, Calle Lagasca no. 120, and in connection with the constitution of the Fund RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS, and the issue of asset-backed bonds amounting to EUR one billion one hundred million (1,100,000,000.00), and in compliance with the provisions of section II.25.2 of CNMV Circular 2/1994, March 16, (implementing the Order dated July 12, 1993, in turn implementing Royal Decree 291/1992, March 27),

HEREBY DECLARE

That Banco Cooperativo Español, S.A. and Banco Bilbao Vizcaya Argentaria, S.A., Lead Managers and Underwriters and Placement Agents of the Series A1, B and C Bonds, respectively have a 0.77% and 82.97% interest in the Management Company's share capital

That Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero

S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C., Originators, have a joint 37.67% interest in the share capital of Banco Cooperativo Español, S.A.

That Banco Pastor, S.A, and Caja de Ahorros y Monte de Piedad de Madrid, Underwriters and Placement Agents of the Series A1, B and C Bonds, respectively have a 0.77% and 0.38% interest in the Management Company's share capital.

And that there is no other relationship or economic interest whatsoever between the experts who were involved in structuring or providing advice for the constitution of the Fund or certain significant information contained in the Offering Circular, and other undertakings involved, either with the actual Management Company or with the Originators issuing the Mortgage Certificates and the Pass-Through Certificates."

II.25.3 Statements by the Originators.

Each of the Originators, Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete, S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón, S.C.C., Caja Rural de Granada, S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C., through their respective representatives duly authorised to do so, declare in relation to the constitution of RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS:

- That the representations in regard to the Mortgage Loans and the Mortgage Certificates and the Pass-Through Certificates, contained in section IV.1.1 of the Offering Circular, are truthful.
- That the above representations shall be warranted to the Management Company, on behalf of the Fund, in the Fund Deed of Constitution.
- That the necessary checks have been made to verify that the information contained in the Offering Circular, as to the portfolio of mortgage loans which shall be mostly assigned to the Fund, constituting the Mortgage Loans backing the issue of the Mortgage Certificates and the Pass-Through Certificates, is truthful and complete.
- That those checks have not revealed any circumstances contradicting or altering the information contained in the Offering Circular, or that the latter has omitted any material facts or figures which might be relevant to the investor.

Attached as Appendix VII to this Offering Circular are the Originators' letters making those statements.

This is a Certified Translation into English of the Spanish Offering Circular. No document other than the Spanish Offering Circular approved by the Comisión Nacional del Mercado de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.

CHAPTER III

GENERAL INFORMATION ON THE FUND

III.1 Governing system, name and purpose of the Fund.

The constitution of the Fund and Bond issue by the same are carried out in accordance with the provisions of Royal Decree 926/1998 and shall be subject to (i) the Deed of Constitution; (ii) Royal Decree 926/1998 and implementing regulations; (iii) Act 19/1992, failing a provision in Royal Decree 926/1998 and to the extent applicable; (iv) Act 3/1994; (v) Act 44/2002 (IN PARTICULAR ARTICLE 18 THEREOF); (vi) Securities Market Act 24/1988, and (vii) all other legal and statutory provisions in force and applicable from time to time.

The name of the Fund is "RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS" and the following short names may also be used without distinction to identify the Fund:

- RURAL HIPOTECARIO VII FTA
- RURAL HIPOTECARIO VII F.T.A.

The Fund is set up to serve as a vehicle for pooling the Mortgage Certificates and the Pass-Through Certificates issued by the Originators, subscribe for the same upon being constituted, and make the Bond Issue, by means of a financial transformation and credit enhancement process derived from the various lending and borrowing transactions arranged for on the Fund's behalf.

Companies Register.

For the record, neither the constitution 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.

III.2 Legal nature of the Fund.

The Fund shall be a separate closed-end fund, devoid of legal personality. Its assets shall comprise the Mortgage Certificates and the Pass-Through Certificates perfecting the assignment of the Mortgage Loans to be pooled therein upon being constituted, the Cash Reserve deposited and the start-up (constitution and issue) expenses, and its liabilities shall comprise the Bonds issued, the Subordinated Loan and the Start-Up Loan. Additionally, the Fund arranges the Interest Swap to be reported in memorandum accounts.

The Management Company, for and on behalf of the Fund, and the Originators shall, in the Deed of Constitution perfect the agreement assigning the Mortgage Loans to the Fund, effective from that date, which shall be perfected by means of the issue by the Originators of and the subscription by the Fund for Mortgage Certificates and Pass-Through Certificates as established by Act 2/1981 and by additional provision five of Act 3/1994, as worded by article 18 of Financial System Reform Measures Act 44/2002, November 22.

The issue of the Mortgage Certificates and of the Pass-Through Certificates shall be made for all the outstanding principal pending repayment on the issue date and for all the ordinary and late-payment interest on each Mortgage Loan assigned. Moreover, the assignment of each Mortgage Loan shall confer on the Fund the right to receive all possible rights or compensations on the Mortgage Loans accruing for the Originators and derived therefrom, including those derived from any right attached to the Mortgage Loans, including total or partial prepayment fees.

The above-mentioned rights will all accrue for the Fund from the date of issue of the Mortgage Certificates and of the Pass-Through Certificates. Interest will also include interest accrued and not due from the last interest settlement date of each of the Mortgage Loans, before or on the date of assignment, and interest due and not paid on that same date.

The issue price of the Mortgage Certificates and of the Pass-Through Certificates shall be at par. The aggregate price payable by the Fund to the Originators for subscribing for the Mortgage Certificates and the Pass-Through Certificates shall be an amount equivalent to the sum of:

- (i) The face value of the capital or principal yet to be repaid on each of the Mortgage Loans, which shall be paid by the Fund on the Closing Date. The Originators shall not receive interest on deferment of payment until the Closing Date.
- (ii) Ordinary interest accrued and not due and overdue interest, if any, on each of the Mortgage Loans on the issue date (the accrued interest), which shall be paid by the Fund on the collection date falling on the earlier of the first interest settlement date for each of the Mortgage Loans or the date on which they are paid by the Obligor, and shall not be subject to the Priority of Payments.

The Fund shall be in existence until March 15, 2038 or the following Business Day if that is not a Business Day, the Final Maturity Date of the Bond Issue, other than in the events laid down in sections III.7.1 and III.7.2 of this Offering Circular.

The net worth elements making up the Fund assets and liabilities and the risk hedge transactions and services arranged for on the Fund's behalf are determined hereinafter in this section.

III.2.1 Fund Assets.

The Fund assets shall consist of the following:

a) At source (until the Closing Date, inclusive).

- (i) The Mortgage Certificates and the Pass-Through Certificates pooled in the Fund, represented by unit or multiple registered certificates, the total face value of which shall be at least equal to EUR one billion one hundred million (1,100,000,000.00), the face value amount of the Bond Issue.

Section IV.1 of this Offering Circular describes the most relevant terms and conditions of the issue of the Mortgage Certificates and of the Pass-Through Certificates, and the general requirements to be satisfied by the Mortgage Loans.

The most relevant characteristics of the mortgage loans selected from the Originators' portfolios, from which the Mortgage Loans shall be taken for the Mortgage Certificates and of the Pass-Through Certificates to be issued, are detailed in section IV.4 of this Offering Circular.

- (ii) The amount receivable upon payment of the subscription underwritten for each Bond Series, after deducting the underwriting and placement fees.
- (iii) The initial expenses of setting up the Fund and issuing the Bonds booked as assets.
- (iv) The Treasury Account balance existing under the Guaranteed Interest Account (Treasury Account) Agreement comprising the amounts obtained under the Start-Up Loan and the Subordinated Loan, as detailed in section V.3.1 of this Offering Circular.

b) During the life of the Fund.

- (i) The Outstanding Balance of the Mortgage Loans resulting from the repaid principal.
- (ii) The balance pending amortisation of initial expenses of setting up the Fund and issuing the Bonds booked as assets.
- (iii) Ordinary and late-payment interest accrued and not collected on the Mortgage Certificates and the Pass-Through Certificates.
- (iv) Amounts receivable under the Interest Swap established in section V.3.3 of this Offering Circular.
- (v) The real properties awarded to the Fund upon foreclosing in due course the real estate mortgages securing the Mortgage Loans, any amounts or assets received upon the judicial or notarial foreclosure of the mortgage securities, or from the sale or utilisation of properties awarded to the

Fund upon enforcing the mortgage securities, or in connection with the administration or interim possession of the property (in foreclosure proceedings), purchase for the knockdown price or amount determined by a court decision. Similarly, all other rights conferred on the Fund upon subscribing for the Mortgage Certificates and the Pass-Through Certificates derived from the Mortgage Loans, including those attaching to the damage insurance covers taken out by the Obligors or any other insurance policy granting equivalent security.

- (vi) All other existing Treasury Account and, as the case may be, Collection Account balances, and interest accrued and not collected thereon.
- (vii) Any other amount received under other agreements concluded by the Management Company on behalf of the Fund.

III.2.2 Fund Liabilities.

The Fund liabilities shall consist of the following:

a) At source (until the Closing Date, inclusive).

- (i) The Bond Issue amounting to a face value of EUR one billion one hundred million (1,100,000,000.00), consisting of eleven thousand (11,000) Bonds represented by book entries and comprised of four Bond Series distributed as follows:
 - a) Class A comprising two Series having a total face amount of EUR one billion and fifty-seven million one hundred thousand (1,057,100,000.00).
 - i) Series A1 having a total face amount of EUR nine hundred and fifty-seven million one hundred thousand (957,100,000.00) comprising nine thousand five hundred and seventy-one (9,571) Bonds having a unit face value of EUR one hundred thousand (100,000).
 - ii) Series A2 having a total face amount of EUR one hundred million (100,000,000.00) comprising one thousand (1,000) Bonds having a unit face value of EUR one hundred thousand (100,000).
 - b) Class B comprising a single Series B having a total face amount of EUR nineteen million two hundred thousand (19,200,000.00) comprising one hundred and ninety-two (192) Bonds having a unit face value of EUR one hundred thousand (100,000).
 - c) Class C comprising a single Series C having a total face amount of EUR twenty-three million seven hundred thousand (23,700,000.00) comprising two hundred and thirty-seven (237) Bonds having a unit face value of EUR one hundred thousand (100,000).

The characteristics of the Bond Issue are established in Chapter II of this Offering Circular.

- (ii) The amount payable for subscribing for the Mortgage Certificates and the Pass-Through Certificates issued by the Originators.
- (iii) The Start-Up Loan amount established in section V.3.2.1 of this Offering Circular, designed to finance the initial expenses of setting up the Fund and issuing the Bonds, partly finance the acquisition of the Mortgage Certificates and the Pass-Through Certificates and the balance to cover the timing difference between Mortgage Certificate and Pass-Through Certificate interest collection and Bond interest payment on the first Payment Date.
- (iv) The Subordinated Loan established in section V.3.2.2 of this Offering Circular, designed to initially set up the Cash Reserve.

b) During the life of the Fund:

- i) The Outstanding Principal Balance of each of the Bond Series and interest accrued and not paid thereon.
- ii) Principal pending repayment and interest accrued and not paid on the Start-Up Loan and the Subordinated Loan.

- iii) Amounts payable under the Interest Swap.
- iv) Fees and other expenses accrued and not paid established in the various transaction agreements and any others incurred by the Fund.

III.2.3 Cash Reserve.

The Management Company shall set up on the Closing Date an Initial Cash Reserve by drawing the Subordinated Loan principal and shall subsequently, on each Payment Date, keep the Required Cash Reserve provisioned in the Fund Priority of Payments.

The characteristics of the Cash Reserve are as follows:

III.2.3.1 Amount.

1. The Cash Reserve shall be set up on the Closing Date in an initial amount equal to EUR eleven million four hundred and forty thousand (11,440,000.00).
2. Subsequently to being set up, on each Payment Date, the Cash Reserve shall be provisioned up to the amount established hereinafter with the Available Funds in the Fund Priority of Payments.

The required Cash Reserve on each Payment Date (the “**Required Cash Reserve**”) shall be the lower of the following amounts:

- i) EUR eleven million four hundred and forty thousand (11,440,000.00), equivalent to 1.04% of the face amount of the Bond Issue.
- ii) The higher of:
 - a) 2.080% of the Outstanding Principal Balance of the Bond Issue.
 - b) 0.520% of the face amount of the Bond Issue.
- 3. Notwithstanding the above, the Required Cash Reserve shall not be reduced on a Payment Date and shall remain at the Required Cash Reserve on the preceding Payment Date whenever any of the following circumstances concur on the Payment Date:
 - i) That, on the Determination Date preceding the relevant Payment Date, the amount of the Outstanding Balance of Delinquent Mortgage Loans is greater than 1.00% of the Outstanding Balance of Non-Doubtful Mortgage Loans.
 - ii) That on the preceding Payment Date the Cash Reserve was not provisioned up to the Required Cash Reserve on that Payment Date.
 - iii) That not more than three years have elapsed since the date of constitution of the Fund.

III.2.3.2 Yield.

The Cash Reserve amount shall remain credited to the Treasury Account.

III.2.3.3 Application.

The Cash Reserve shall be applied on each Payment Date to satisfying the Fund the payment obligations contained in the Priority of Payments and in the Liquidation Priority of Payments.

III.2.4. Risk hedging and services transactions.

The Management Company shall, on behalf of the Fund, upon executing the Deed of Constitution, proceed to formally enter into the agreements for transactions for hedging financial risks and provision of services established hereinafter:

- (i) Guaranteed Interest Rate Account (Treasury Account) Agreement.
- (ii) Start-Up Loan Agreement.

- (iii) Subordinated Loan Agreement.
- (iv) Interest Swap Agreement.
- (v) Mortgage Loan Servicing Agreement.
- (vi) Mortgage Certificate and Pass-Through Certificate Custody Agreement.
- (vii) Series A1, B and C Bond Management and Underwriting and Placement Agreement.
- (viii) Series A2 Bond Subscription Agreement.
- (ix) Bond Paying Agent Agreement.
- (x) Financial Intermediation Agreement.

The description of the most relevant terms of the Series A1, B and C Bond Management, Underwriting and Placement Agreement, of the Series A2 Bond Subscription Agreement and of the Mortgage Loan Servicing Agreement may be respectively found in sections II.18.10, II.19 and IV.2. The description of the rest of the above agreements may be found in section V.3 of this Offering Circular.

Furthermore, the Management Company may arrange for the Collection Accounts provided for in section V.3.8 of this Offering Circular.

The arrangement of these transactions for hedging risks and provision of services with the Originators and with the other counterparties can under no circumstances be construed as a security by these undertakings in regard to Bond principal repayment and interest payment.

III.2.5 Fund Income.

The Fund shall have the income credited to the Treasury Account.

The following income may be used for satisfying the Fund's payment obligations:

- b) The Start-Up Loan amount.
- c) The amount of the Cash Reserve, initially set up by drawing down the Subordinated Loan amount.
- a) Mortgage Certificate and Pass-Through Certificate principal repayment amounts received.
- d) Mortgage Certificate and Pass-Through Certificate ordinary and late-payment interest.
- e) Amounts received under the Interest Swap.
- f) The return on the investment of amounts credited to the Treasury Account and, as the case may be, to the Collection Accounts.
- g) Any other amounts received by the Fund, including receivables under the Mortgage Loans both resulting from the sale of properties or assets awarded to the Fund or from their utilisation, and from all other rights conferred on the Fund upon subscription for the Mortgage Certificates and the Pass-Through Certificates.

III.2.6 Expenses payable by the Fund.

The Management Company shall settle on the Fund's behalf all such expenses as may be necessary for the Fund to operate, being both initial expenses and ordinary periodic and extraordinary expenses accrued throughout its life.

Value Added Tax (VAT) payable by the Fund shall be deemed to be a deductible expense for Corporation Tax purposes.

III.2.6.1 Initial expenses.

The estimated initial expenses for setting up the Fund and issuing the Bonds are itemised in section II.14 of the Offering Circular. Payment of the initial expenses shall be made with the amount drawn on the Start-Up Loan and shall not be subject to the Fund Priority of Payments.

III.2.6.1 Expenses throughout the life of the Fund.

The Management Company shall pay on behalf of the Fund all expenses necessary for the Fund to operate, being both ordinary periodic and extraordinary expenses accruing throughout its life, which shall be settled in their relevant Fund Priority of Payments or Liquidation Priority of Payments. For illustrative purposes only, the Management Company shall satisfy the following expenses:

- a) The balance, if any, of the initial expenses for setting up the Fund and issuing the Bonds exceeding the amount provided for in section II.14 of the Offering Circular.
- b) Any expenses arising from mandatory verifications, registrations and administrative authorisations.
- c) Expenses, if any, derived from drafting and executing the amended Deed of Constitution and the agreements, and from entering into additional agreements.
- d) Rating Agency fees for monitoring and maintaining the Bond rating.
- e) Bond amortisation expenses.
- f) Expenses relating to the keeping of the Bond accounting record, for the Bonds to be represented by means of book entries, listing the Bonds on secondary securities markets and maintenance of all of the foregoing.
- g) Any expenses derived from the sale of the Mortgage Certificates and of the Pass-Through Certificates and the remaining assets of the Fund to liquidate the same, including those derived from obtaining a credit facility.
- h) Expenses required for applying for foreclosure of the Mortgage Loans and derived from such recovery actions as may be necessary.
- i) Expenses derived from managing the Fund.
- j) Expenses derived from servicing of the Mortgage Loans and custody of the Mortgage Certificates and the Pass-Through Certificates.
- k) Financial expenses of the Bond Issue.
- l) Amounts payable under the Interest Swap.
- m) Fees and expenses payable by the Fund under the service and financial transaction agreements made.
- n) Expenses derived from announcements and notices relating to the Fund and/or the Bonds.
- o) Expenses of audits and legal advice.
- p) In general, any other expenses borne by the Fund or the Management Company for and on behalf of the Fund.

III.3 Drawing up, auditing and approving annual accounts and other accounting documents of the Fund.

The Fund's annual accounts shall be audited and reviewed every year by auditors.

The Management Company shall submit to the CNMV the Fund's annual accounts, along with an audit report on the accounts, within four (4) months of the close of the Fund's fiscal year, which shall match the calendar year. The annual accounts of the Fund and the audit report thereon shall be filed with the Companies Register.

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

III.4 Obligations and deadlines set to publicise and submit to the CNMV the periodic information on the economic and financial status of the Fund.

III.4.1 As part of its Fund management and administration duty, the Management Company agrees to submit to the CNMV, the Rating Agencies and the European Investment Bank, as promptly as possible, quarterly after each Payment Date the information described hereinafter, with the exception of that contained in section e) which shall be annual, moreover advising it of all ordinary periodic or extraordinary notices contained in section III.4.2 of this Offering Circular, and of such additional information as may be required of it.

a) In relation to each of the Bond Series on each Payment Date:

1. Outstanding Principal Balance and percentages they each represent on the initial face amount of each Series.
2. Interest accrued and paid.
3. Interest, if any, accrued and not paid.
4. Amortisation accrued and paid.
5. Estimated average life and final maturity of the Bonds in each of the Series if the Mortgage Loan prepayment rate is maintained, as determined in paragraph d) below.

b) In relation to the Mortgage Loans on each Payment Date:

1. Outstanding Balance.
2. Interest accrued and not collected.
3. Amount of the instalments in arrears.

c) In relation to the economic and financial status of the Fund on each Payment Date:

Report on the amount of the Available Funds and the Available Funds for Amortisation, and their application in the Fund Priority of Payments.

d) In relation to Mortgage Loan prepayment:

Printout establishing the average principal prepayment rate by Mortgage Loan Obligors during the three calendar months preceding the month corresponding to each Payment Date.

e) Annually, in relation to the Fund's Annual Accounts:

Balance sheet, annual report, profit & loss account, management report and audit report within four (4) months of the close of each fiscal year.

III.4.2 Ordinary, extraordinary and relevant event notification obligations.

For a proper compliance with the issue terms, the Management Company agrees to give the notices detailed below, observing the recurrence provided in each case.

a) Ordinary periodic notices.

1. Within the period comprised between the Series A1, B and C Nominal 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 Rates applicable to Series A1, B and C for the Interest Accrual Period after the Payment Date.
2. Quarterly, at least one (1) calendar day in advance of each Payment Date, it shall proceed to notify the holders of the Bonds of the following information:
 - i) Interest resulting from the Bonds in each of the Series, along with the amortisation of the Bonds.
 - ii) Furthermore, and if appropriate, interest and amortisation amounts accrued by the Bonds and not settled due to a shortfall of Available Funds, in accordance with the rules governing 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 percentages such Outstanding Principal Balances represent on the initial face amount of each Bond.

- iv) The actual Mortgage Loan prepayment rate during the calendar quarter preceding the Payment Date.
- v) The average residual life of the Bonds estimated assuming that such actual prepayment rate shall be maintained and making all other assumptions as provided in section II.12.a).

The foregoing notices shall be made in accordance with the provisions of section c) below and will also be notified to the CNMV, the Paying Agent, AIAF, IBERCLEAR and the European Investment Bank, within not more than one (1) Business Day before each Payment Date.

b) Extraordinary notices.

The following shall be the subject of an extraordinary notice:

1. The final margins applicable for determining the Nominal Interest Rate for each Series and the Nominal Interest Rates for each of the Bond Series determined for the first Interest Accrual Period.
2. Other:

Any relevant event occurring in relation to the Mortgage Loans, the Mortgage Certificates and the Pass-Through Certificates, the Bonds, the Fund and the actual Management Company, which may materially influence trading of the Bonds and, in general, any relevant change in the Fund's assets or liabilities, or in the event of termination of the constitution of the Fund or a decision in due course to proceed to an Early Liquidation of the Fund and an Early Amortisation of the Bond Issue in any of the events provided in this Offering Circular, in which case the CNMV will be sent the notarial certificate of termination of the Fund and the liquidation procedure followed will be as referred to in section III.7.1 of this Offering Circular.

c) 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 shall be given by a publication in the daily bulletin of the AIAF Mercado de Renta Fija or any other replacement or similarly characterised institution, or by means of a 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, Bridge Telerate, Bloomberg or any other similarly characterised means.

2. Extraordinary notices.

Extraordinary notices shall be given 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 or other calendar day (as established in this Offering Circular) being valid for such notices.

Exceptionally, the final margins applicable for determining the Nominal Interest Rate for each of Series A1, B and C and 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 the start of the Subscription Period to the Lead Managers and the Underwriters and Placement Agents in order to be reported to investors interested in subscribing for the Bonds. The Management Company will also notify this to the CNMV, the Paying Agent, the AIAF, IBERCLEAR and the European Investment Bank.

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 online means.

d) Information to the CNMV.

The Management Company shall proceed to advise the CNMV of both ordinary periodic and extraordinary publications made in accordance with the provisions of the preceding sections, and of such other information as may be required of it, irrespective of the above.

III.5 Tax system of the Fund.

A brief abstract is now provided of the tax system applicable to the Fund, in accordance with the provisions of article 1.2 of Royal Decree 926/1998; article 5.10 of Act 19/1992; article 7.1.h) of Legislative Royal Decree 4/2004, March 5, approving the Consolidation of the Corporation Tax Act; article 20.One.18 of Value Added Tax Act 37/1992, December 28, and article 59.k of Royal Decree 1777/2004, July 30, approving the Corporation Tax Regulations; article 45.I.B).15 of Royal Decree 1/1993, September 24, approving the Consolidation of the Capital Transfer and Documents Under Seal Tax, and additional provision five of Act 3/1994, the following are the characteristics peculiar to the tax system of the Fund:

- (i) The constitution of the Fund is exempt from the item “corporate transactions” of the Capital Transfer and Documents Under Seal Tax.
- (ii) The Bond issue is exempt from payment of Value Added Tax and Capital Transfer and Documents Under Seal Tax.
- (iii) The Fund is liable to pay Corporation Tax, determining the taxable income in accordance with the provisions of Title IV of the Corporation Tax Act, applying the general rate in force from time to time, which currently stands at 35%.
- (iv) As for returns on the Mortgage Certificates and the Pass-Through Certificates, loans or other credit rights constituting Fund income, there shall be no Corporation Tax withholding or advance payment obligation.
- (v) The Fund management and custody services shall be exempt from Value Added Tax.
- (vi) The transfer/assignment to the Fund of the Mortgage Certificates and of the Pass-Through Certificates is exempt from Value Added Tax (article 20.One.18.I) of VAT Act 37/1992).

III.6 Amendment of the Fund Deed of Constitution.

The Deed of Constitution may be amended exceptionally and at all events where that is necessary and provided that circumstances preventing the foregoing in accordance with the laws in force from time to time do not occur. Those changes may at no event be detrimental to the holders of the securities issued. In any event, those actions shall require that the Management Company first notify or secure the prior authorisation, if necessary, of the CNMV, or competent administrative body and notify the Rating Agencies, and provided that such changes are not detrimental to the rating assigned to the Bonds by the Rating Agencies. The amendment of the Deed of Constitution shall be notified by the Management Company to the CNMV as a relevant event or as a supplement to the Offering Circular, as the case may be. The Deed of Constitution can also be corrected as requested by the CNMV.

III.7 Liquidation and termination of the fund.

III.7.1 Early Liquidation of the Fund.

Following notice served on the CNMV, the Management Company shall be entitled to proceed to an early liquidation (“**Early Liquidation**”) of the Fund and thereby an early amortisation (“**Early Amortisation**”), on a Payment Date, of the entire Bond issue, in the following events (“**Early Liquidation Events**”):

- (i) When the amount of the Outstanding Balance of the Mortgage Loans is less than 10 percent of the initial Outstanding Balance on the date of constitution of the Fund, in accordance with the authorisation established in article 5.3 of Act 19/1992 and provided that the payment obligations derived from the Bonds issued by the Fund may be honoured and settled in full in the Liquidation Priority of Payments.

Payment obligations derived from the Bonds on the date of Early Liquidation of the Fund shall at all events be deemed to be the Outstanding Principal Balance 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 any event or circumstance whatsoever unrelated to the actual operation of the Fund occurs which results in the financial balance of the Fund required by article 5.6 of Act 19/1992 being substantially changed or permanently invalidated. This event includes such circumstances as the occurrence of a change in or supplementary enactments of laws, or the establishment of withholding obligations, a material or repeated breach by any Servicer of the obligations derived from the Servicing Agreement or other events that might permanently affect the financial balance of the Fund.
- (iii) Mandatorily, in the event that the Management Company should be adjudged insolvent, or the statutory term to do so, or failing that term four months, should elapse without a new management company being designated in accordance with the provisions of section III.8.2 of this Offering Circular.
- (iv) Upon the lapse of eighteen (18) months from the date of the last maturity of the Mortgage Loans, even if amounts are still due and payable thereon.

The following requirements shall be necessary to proceed to that Early Liquidation of the Fund:

- (i) That the necessary authorisations to do so, if any, shall have previously been obtained from the CNMV or the competent authorities or administrative bodies.
- (ii) That Bondholders be given at least fifteen (15) Business Days' notice, as prescribed in section III.4.2 of this Offering Circular, of the Management Company's resolution to proceed to an early liquidation of the Fund.

That notice, which shall have previously been served on the CNMV and the Rating Agencies, shall contain a description (i) of the event or events for which an Early Liquidation of the Fund is effected, (ii) of the liquidation procedure, and (iii) of the manner in which the payment obligations derived from the Bonds are to be met and settled in the Liquidation Priority of Payments.

In order for the Fund, through its Management Company, to proceed to an Early Liquidation of the Fund and an Early Amortisation of the Bond Issue in the events and subject to the requirements defined in this section, the Management Company, for and on behalf of the Fund:

- (i) Shall proceed to sell the Mortgage Certificates and the Pass-Through Certificates for a price not below the sum of the value of the principal plus interest accrued and not paid on the outstanding Mortgage Certificates and Pass-Through Certificates.
- (ii) Shall proceed to terminate such agreements as are not necessary for the Fund liquidation procedure.
- (iii) Shall be entitled to arrange for a credit facility, with the Originators or a third party, which shall be fully and forthwith allocated to the Early Amortisation of the Bond Issue. Repayment of credit facility principal and interest shall be made in accordance with the Fund Priority of Payments.
- (iv) Finally, both due to an insufficiency of the preceding actions and the existence of Mortgage Certificates, 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) third parties who may, in its view, give a market value. The Management Company shall be bound to accept the best bid received for the assets on offer which, in its view, covers the market value. In order for the market value to be fixed, the Management Company may commission such valuation reports as it shall see fit.

In events (i), (iii) and (iv) above, each Originator shall have a pre-emptive right on the terms established by the Management Company and will therefore have priority over third parties to acquire the Mortgage Certificates and the Pass-Through Certificates issued by each Originator or other properties derived therefrom remaining on the assets of the Fund, or to grant to the Fund the credit facility designed for the Early Amortisation of the Bond Issue. The Management Company shall therefore send each Originator a list of the assets and of third-

party bids received, and each may use that right for all the assets offered by the Management Company in connection with the Mortgage Certificates or Pass-Through Certificates issued by each of the Originators or the credit facility within ten (10) Business Days of receiving said notice, and provided that their bid is at least equal to the best of the third-party bids.

Upon provisioning the reserve referred to in section III.7.2 below, the Management Company shall immediately apply all the proceeds from the sale of 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 obligation to provision the Cash Reserve, and other than the amounts, if any, drawn under the credit facility arranged, which shall be fully allocated to the Early Amortisation of the Bond Issue.

III.7.2 Termination of the Fund.

The Fund shall terminate in the following events:

- (i) Upon the Mortgage Certificates and the Pass-Through Certificates pooled therein being fully amortised.
- (ii) Upon the Bonds issued being fully amortised.
- (iii) Upon the conclusion of the Early Liquidation procedure established in section III.7.1 above.
- (iv) At all events, upon the final liquidation of the Fund on the Final Maturity Date (March 15, 2038, or the following Business Day if that is not a Business Day).
- (v) Upon the Fund constitution terminating in the event that the Rating Agencies should not confirm the assigned provisional ratings as final ratings by the start of the Subscription Period. In that event, the Management Company shall terminate the constitution of the Fund, the issue of and subscription for the Mortgage Certificates and the Pass-Through Certificates and the Bond Issue.

Termination of the constitution of the Fund shall be notified to the CNMV as soon as such termination is confirmed, and shall be publicised by means of the procedure specified in section III.4.2.b) and c) of this Offering Circular. Within not more than one month after the occurrence of the event of termination, 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. Notwithstanding the above, the Fund Management Company shall defray the Fund constitution expenses payable and specified in section II.14 with the Start-Up Loan, the agreement for which shall not be terminated but shall rather be cancelled after those amounts are settled, the repayment of principal being subordinated to fulfilment of all other obligations undertaken by the Management Company, acting for and on the Fund's behalf.

In the event that there should be any remainder upon the Fund being liquidated and after making all payments to the various creditors of the Fund by distributing the Available Funds in the set Liquidation Priority of Payments, that remainder shall be for the Originators on the terms established by the Management Company.

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 Fund's remaining assets have been liquidated and the Available Funds have been distributed, in the Fund Liquidation Priority of Payments, with the exception of the appropriate reserve to meet final tax, administrative or advertising expenses related to termination and liquidation.

Upon a period of six (6) months elapsing from the liquidation of the Fund's remaining assets and the distribution of the Available Funds, the Management Company shall execute a statutory declaration before a Notary Public declaring (i) that the Fund has terminated, and the events prompting its termination, (ii) how the Bondholders and the CNMV were given notice, and (iii) how the Fund's available funds were distributed, in the Fund Liquidation Priority of Payments; notice of this shall be given in a nation-wide newspaper and all other appropriate administrative procedures will be observed. The Management Company will submit that statutory declaration to the CNMV.

III.8 Management and representation of the Fund and of the Bondholders.

III.8.1 Description of the duties and responsibilities taken on by the Management Company in managing and legally representing the Fund and the Bondholders.

The management and legal representation of the Fund shall lie with the Management Company, 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, subject to the terms of the Deed of Constitution.

The Economy and Finance Ministry authorised the incorporation of the Management Company as a Mortgage Securitisation Fund Management Company on December 17, 1992 and, subsequently, on October 4, 1999 authorised its re-registration as a Securitisation Fund Management Company. It is moreover entered in the special register purposely kept by the CNMV under number 2. The information on the Management Company is contained in Chapter VI of this Offering Circular.

The Management Company shall discharge for the Fund the functions attached to it under Royal Decree 926/1998.

It is also the Management Company's duty, as the manager of third-party portfolios, to represent and defend 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 in force for that purpose from time to time. The Bondholders and all other ordinary creditors of the Fund shall have no recourse against the Management Company, other than for a breach of its duties or failure to observe the provisions of the Deed of Constitution and the Offering Circular.

The Management Company shall notify Bondholders and all other ordinary creditors of the Fund of all and any circumstances that may be relevant to them, by publishing appropriate notices on the terms established in section III.4.2 of this Chapter.

III.8.1.1 Administration and representation of the Fund.

The Management Company's obligations and actions in fulfilment of its duty to manage and legally represent the Fund are the following, for illustrative purposes only and without prejudice to any other actions provided in the Deed of Constitution and/or in this Offering Circular:

- (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 the liquidation of the Fund, including the decision to proceed to an Early Liquidation of the Fund and Early Amortisation of the Bond Issue, in accordance with the provisions of the Deed of Constitution and this Offering Circular. Moreover, making all appropriate decisions in the event of the constitution of the Fund terminating.
- (iii) Appointing and, as the case may be, replacing and dismissing the auditor who is to review and audit the Fund's annual accounts.
- (iv) 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 Offering Circular.
- (v) Complying with the calculation duties and taking the actions laid down in the Deed of Constitution and in this Offering Circular and in the various Fund transaction agreements listed in section V.3 of the Offering Circular, or in such others as the Management Company may enter into in due course for and on behalf of the Fund.
- (vi) 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 thereunder, and indeed, if necessary, enter into additional agreements, including new credit facility agreements, and amend the Deed of Constitution, provided that circumstances preventing the foregoing in accordance with the laws in force from time to time do not occur. In any event, those actions shall require that the Management Company first notify or secure the prior authorisation, if necessary, of the CNMV or competent administrative body

and notify the Rating Agencies, and provided that such changes are not detrimental to the rating assigned to the Bonds by the Rating Agencies. Notice of amendment of the Deed of Constitution or the agreements or of the execution of new agreements shall be given by the Management Company to the CNMV as a relevant event or as a supplement to the Offering Circular, as the case may be. The Deed of Constitution or the agreements may also be corrected upon a request by the CNMV.

- (vii) Exercising the rights attaching to the ownership of the Mortgage Certificates and the Pass-Through Certificates subscribed for by the Fund and, in general, carrying out all such acts of administration and disposition as may be required for properly managing and legally representing the Fund. Bringing a foreclosure action where the concurrent circumstances so require.
- (viii) Checking that the amount of income actually received by the Fund matches the amounts that must be received by the Fund, on the terms of the issue of the Mortgage Certificates and the Pass-Through Certificates and on the terms of the relevant Mortgage Loan, and that the amounts receivable relating to the Credit Rights are provided by the Servicer to the Fund within the time-periods and on the terms provided for under the Servicing Agreement.
- (ix) Determining on each Interest Rate Fixing Date and for the following Interest Accrual Period, the Nominal Interest Rate to be applied for each Bond Series and calculating and settling the amounts payable on each Payment Date for interest accrued.
- (x) Calculating and determining on each Determination Date the principal to be amortised and repaid on each Bond Series on the relevant Payment Date.
- (xi) Determining the interest rate applicable to each of the relevant borrowing, lending and hedge 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.
- (xii) Watching that the amounts credited to the Treasury Account and, as the case may be, to the Collection Accounts, return the yield set in their respective Agreements.
- (xiii) 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 in the Liquidation Priority of Payments, as the case may be.
- (xiv) Instructing transfers of funds between the various borrowing and lending accounts, and issuing all relevant payment instructions, including those designed for servicing the Bonds.

III.8.2 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 legal representation function with respect to all or part of the securitisation 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) In the event that the securities issued by the securitisation funds managed by the substituted Management Company shall have been rated by a rating institution, the rating accorded to the securities 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 the 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 secondary securities market on which the Bonds are listed.

Forced substitution.

- (i) Should the Management Company be adjudged insolvent, 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 an early liquidation of the Fund and an amortisation of the securities issued by the same, and of the loans, in accordance with the provisions 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 the Deed of Constitution and this Offering Circular. 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.

III.8.3 Subcontracting.

The Management Company shall be entitled to subcontract or delegate 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 the Deed of Constitution, 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 each of the Bond Series being adversely revised, and (iv) shall be notified to the CNMV and, where statutorily required, will first be authorised by the CNMV. Notwithstanding any subcontracting or delegation, the Management Company shall not be exonerated or released, under that subcontract or delegation, from any of the liabilities undertaken in the Deed of Constitution and in this Offering Circular which may legally be attributed or ascribed to it.

III.8.4 The Management Company's remuneration for discharging its functions.

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 amounting to EUR ninety-six thousand seven hundred and fifty (96,750.00) which shall accrue upon the constitution of the Fund and be payable on the Closing Date.
- (ii) Periodic fee: equal to 0.021% per annum, accruing on the exact number of days elapsed in each Interest Accrual Period, from the date of constitution of the Fund until it terminates, and payable quarterly in arrears on each of the Payment Dates, calculated on the Outstanding Principal Balance of the Bond Issue on the Payment Date preceding the relevant Payment Date. The fee for the first Interest Accrual Period shall accrue from the date of constitution of the Fund until the first Payment Date and shall be adjusted in proportion to the days elapsed between both dates, calculated on the face amount of the Bond Issue.

The fee payable on a given Payment Date shall be calculated in accordance with the following formula:

$$C = B \times \frac{0.021}{100} \times \frac{d}{360}$$

where :

- C = Fee payable on a given Payment Date.*
B = Outstanding Principal Balance of the Bond Issue, on the preceding Payment Date.
d = Number of days elapsed during the relevant Interest Accrual Period.

In any event, the annual amount of the periodic fee may not be respectively greater or lower than the following maximum and minimum amounts, or their proportional equivalent to the exact number of days elapsed in each of the settlement periods.

- a) Maximum annual amount of EUR one hundred and sixty-one thousand two hundred and fifty (161,250.00).
- b) Minimum annual amount of EUR thirty-two thousand two hundred and fifty (32,250.00). In the event that, during the term of the Fund, the National General Retail Price Index published by the Spanish National Institute of Statistics for each calendar year should experience a positive variation, the minimum annual amount shall be reviewed cumulatively in the same proportion, from the year 2007, inclusive, and effective as of January 1 of each year.

If on a Payment Date the Fund should not have sufficient liquidity to settle the above-mentioned fee, the amount due shall accrue an interest equal to the Reference Rate of the Bonds, payable on the following Payment Date, in the Priority of Payments.

This is a Certified Translation into English of the Spanish Offering Circular. No document other than the Spanish Offering Circular approved by the Comisión Nacional del Mercado de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.

CHAPTER IV

INFORMATION ON THE CHARACTERISTICS OF THE ASSETS SECURITISED THROUGH THE FUND

IV.1 Assets pooled in the Fund.

The credit rights that are to make up the Fund assets shall only be mortgage participation certificates (the “**Mortgage Certificates**”) and pass-through certificates (the “**Pass-Through Certificates**”) issued by Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C. on loans owned by them granted to individuals with real estate mortgage security on finished homes located within Spanish territory, both directly and through subrogations of financing granted to developers (the “**Mortgage Loans**”).

The Deed of Constitution shall perfect the issue by the Originators of the Mortgage Certificates and the Pass-Through Certificates and their subscription by the Fund, represented by the Management Company, the most significant terms of which are set forth hereinafter in this section.

The issue by the Originators of the Mortgage Certificates and the Pass-Through Certificates and their subscription by the Fund will make up an as yet indeterminate number whose total principal or capital shall be equal to or slightly in excess of EUR one billion one hundred million (1,100,000,000.00).

The Mortgage Certificates will be issued on Mortgage Loans meeting the requirements established in Section 2 of Act 2/1981.

The Pass-Through Certificates will be issued on Mortgage Loans failing to meet any of the requirements established in Section 2 of Act 2/1981, as established in Act 2/1981 and additional provision five of Act 3/1994, as worded by article 18 of Act 44/2002, because (i) the principal yet to be repaid on certain mortgage loans is in excess of 80 percent of the appraisal value of the mortgaged property, and because (ii) where earlier mortgages exist, despite having been wholly repaid, they have not been struck off the relevant Land Registry, although they have been filed to be entered. (Section IV.2.1.10) describes the potential legal implications of that).

In accordance with Additional Provision Two of Bankruptcy Act 22/2003, July 9, as worded by Economic Reform Measures Act 36/2003, November 11, (“**Bankruptcy Act**”), 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 changes relating to the financial system, amended by article 18 of Act 44/2002, (“**Additional Provision Five**”), shall be applied with the objective and subjective scope provided for therein, and therefore, in the event of insolvency of any of the Originators of the Mortgage Loans pooled in the Fund by means of the issue of the Mortgage Certificates and of the Pass-Through Certificates, the assignment and issue may only be contested in the event of fraud and moreover provided that the Originator’s insolvency occurs within two years after conclusion of the assignment transaction and where there is a detriment to the estate. Thus, the Fund shall have an absolute right of separation on the terms established in article 80 of the Bankruptcy Act (and the references to articles 908 and 909 of the Commercial Code referred to in article 15 of Mortgage Market Regulation Act 2/1981, March 25, referred to in Additional Provision Five, shall be deemed to have been replaced with the provision referred to in article 80 of the Bankruptcy Act).

The Mortgage Loans shall be taken from a selection comprised of 17,994 mortgage loans, the principal of which yet to be repaid amounted as of March 29, 2005 to EUR 1,178,706,344.24, EUR 1,178,501,362.84 being the outstanding principal, and EUR 204,981.40 being the overdue principal.

The details of the 17,994 mortgage loans selected backing the issue of the Mortgage Certificates and the issue of the Pass-Through Certificates, depending on whether (i) the ratio of the principal yet to be repaid at March 29, 2005 to the appraisal value of the mortgaged property is below or above 80 percent, or (ii) previous

mortgages are entered in the register as being in force pending execution of the deed of cancellation, because the underlying loans have all been fully repaid, are as follows:

	Mortgage Certificates		Pass-Through Certificates	
	Loans	Principal	Loans	Principal
CAIXA POPULAR-CAIXA RURAL	64	7,567,990.75		
CAIXA RURAL DE BALEARS	288	30,972,418.44	98	13,881,225.06
CAJA CAMPO CAJA RURAL	373	26,527,955.79	54	5,248,417.69
CAJA RURAL CENTRAL	147	16,704,129.60	1	158,703.48
CAJA RURAL DE ALBACETE	98	8,482,663.98	2	189,718.14
CAJA RURAL DE ARAGÓN	1,460	105,689,210.71		
CAJA RURAL DE BURGOS	864	57,707,240.09	2	149,297.66
CAJA RURAL DE GIJÓN	245	13,572,869.47	1	96,000.00
CAJA RURAL DE GRANADA	4,951	275,622,485.04	13	1,188,128.95
CAJA RURAL DE NAVARRA	887	81,447,254.77	123	17,612,085.37
CAJA RURAL DE TENERIFE	678	43,139,376.75	121	12,082,628.86
CAJA RURAL DE TERUEL	170	8,971,939.85	35	3,833,648.02
CAJA RURAL DE ZAMORA	444	28,425,493.19	1	97,524.87
CAJA RURAL DEL DUERO	373	30,556,198.41	6	521,649.58
CAJA RURAL DEL MEDITERRÁNEO, RURALCAJA,	4,070	225,085,905.99	13	1,223,925.62
CAJA RURAL DEL SUR	2,407	161,589,608.48	5	360,649.63
Total	17,519	1,122,062,741.31	475	56,643,602.93

In this Chapter and elsewhere in the Offering Circular, the term "Mortgage Loans" shall be used in some definitions to generically refer to the Mortgage Certificates and to the Pass-Through Certificates together, other than where reference is specifically made to the Mortgage Certificates and the Pass-Through Certificates as such.

IV.1.1 Representations by the Originators regarding the Mortgage Loans, the Mortgage Certificates and the Pass-Through Certificates.

Each of the Originators issuing the Mortgage Certificates and, as the case may be, the Pass-Through Certificates shall represent and warrant as follows to the Fund and the Management Company:

- (1) That it is a credit institution duly incorporated in accordance with the laws in force for the time being and entered in the Companies Register and in the Register of Credit Institutions of the Bank of Spain, and that it is authorised to operate in the mortgage market.
- (2) That neither on the date of issue nor at any time since it was incorporated has it been insolvent, in receivership, bankrupt or had a creditors' meeting convened, nor in any circumstance generating a liability which might result in the credit institution authorisation being revoked.
- (3) That it has obtained all necessary authorisations both from the administration and from its corporate bodies and third parties who may be affected by the transfer of the Mortgage Loans and the issue of the Mortgage Certificates and the Pass-Through Certificates, to validly execute the Deed of Constitution of the Fund, for the undertakings made therein and to execute the agreements relating to the constitution of the Fund.
- (4) That it has audited accounts for the years 2001, 2002 and 2003, with at least a favourable opinion and without any negative notes from the Auditors in 2001 and that it has filed last year's annual accounts with the CNMV and the Companies Register. The accounts drawn up for the year 2004 are yet to be approved by the General Assembly of the institution.
- (5) That the Mortgage Certificates and Pass-Through Certificates are issued at arm's length and in accordance with Act 2/1981, Royal Decree 685/1982, Royal Decree 1289/1991, Act 19/1992 and other applicable regulations. The Pass-Through Certificates are also issued in accordance with the provisions of additional provision five of Act 3/1994 as worded by Act 44/2002.

- (6) That the Mortgage Loans transferred to the Fund by means of the subscription for the Mortgage Certificates issued meet all the requirements established in Section 2 of Act 2/1981.
- (7) That the Mortgage Loans transferred to the Fund by means of the subscription for the Pass-Through Certificates issued meet all the requirements established in Section 2 of Act 2/1981, other than (i) as regards the maximum percentage of 80 percent of the outstanding principal balance of each of the loans with respect to the appraisal value of the property mortgaged as security therefor, or (iii) where appropriate, the Originators have documents regarding cancellation of debts originated by previous mortgages and have filed the same to be entered in the land registry.

(Section IV.2.1.10) describes the potential legal implications of that).
- (8) That the Mortgage Certificates and the Pass-Through Certificates are issued for the same term remaining until maturity and for the same interest rate of each of the underlying Mortgage Loans.
- (9) That the Mortgage Loans exist and are valid and enforceable in accordance with the applicable laws.
- (10) That it holds absolute title to all its respective Mortgage Loans and there is no obstacle whatsoever for the Mortgage Certificates and the Pass-Through Certificates to be issued.
- (11) That the details of the Mortgage Certificates, the Pass-Through Certificates and the Mortgage Loans to be included as a Schedule to the Deed of Constitution accurately reflect the current status of those Mortgage Loans, Mortgage Certificates and Pass-Through Certificates and are full and accurate.
- (12) That the Mortgage Loans are all secured with a real estate mortgage ranking first on the legal and beneficial ownership of each and every one of the mortgaged properties, which are not encumbered with any prohibitions on their disposal, conditions subsequent or any other limitation as to title or, where appropriate, that the Originators have documents regarding cancellation of debts originated by previous mortgages and have filed the same to be entered in the land registry.
- (13) 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.
- (14) That the Obligors are all individuals.
- (15) That the Mortgage Loans have been granted to individuals in order to finance with real estate security the purchase, building or renovation of homes located in Spain or are subrogations by private individuals of financings granted to home developers.
- (16) That the mortgages are granted on properties wholly legally and beneficially owned by the respective mortgagor, and the Originator proper is not aware of the existence of litigation over the ownership of those properties which might detract from the mortgages.
- (17) That the mortgaged properties underlying the Mortgage Loans are not ineligible as assets excluded for standing as security under article 31.1.d) of Royal Decree 685/1982, nor do the Mortgage Loans have any of the credit features excluded or restricted under article 32 of Royal Decree 685/1982.
- (18) That the mortgaged properties are all finished homes located in Spain and have been appraised by duly qualified institutions approved by the Originator, evidence of which appraisal has been provided in the form of an appropriate certificate. The appraisals made satisfy all the requirements established in the mortgage market laws.
- (19) That the outstanding principal balance on each of the Mortgage Loans transferred to the fund by means of the issue of Mortgage Certificates does not exceed 80% of the appraisal value of the properties mortgaged as security for the relevant Mortgage Loan.

- (20) That the outstanding principal balance on each of the Mortgage Loans assigned to the Fund by means of the issue of Pass-Through Certificates does not exceed 100% of the appraisal value of the properties mortgaged as security for the relevant Mortgage Loan.
- (21) That it is not aware of there having been any fall in the value of any of the properties mortgaged as security for the Mortgage Loans in excess of 20% of the appraisal value.
- (22) That the properties in respect of which mortgage security has been granted all have at least a valid fire damage insurance, and the insured capital thereunder covers at least the appraisal value of the mortgaged property, excluding elements that cannot by nature be insured.
- (23) That the Mortgage Loans are not perfected in registered, negotiable or bearer securities, other than the Mortgage Certificates and the Pass-Through Certificates issued hereby.
- (24) That none of the Mortgage Loans have any overdue payments on the date of issue of the Mortgage Certificates and the Pass-Through Certificates for a period in excess of one (1) month.
- (25) That it is not aware that any of the Obligors of the Mortgage Loans holds any credit right against the Originator proper whereby that Obligor might be entitled to a set-off which might adversely affect the rights conferred by the Mortgage Certificates and by the Pass-Through Certificates.
- (26) That the policies for granting credit in force at the time have been strictly adhered to in granting each and every one of the Mortgage Loans and in accepting, as the case may be, the subrogation of subsequent borrowers in the position of the initial borrower, and in that respect a Memorandum on Mortgage Lending Policies currently in force, shall be attached as a schedule to the Deed of Constitution.
- (27) That the deeds for the mortgages granted on the homes to which the Mortgage Loans relate have all been duly filed in the records of the Originator proper 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.
- (28) That the outstanding capital balance of each of the Mortgage Loans on the date of issue is equivalent to the principal figure of the relevant Mortgage Certificate and Pass-Through Certificate, and in turn the total value of the Mortgage Certificates and the Pass-Through Certificates shall be at least equivalent to the face value of the Bond Issue.
- (29) That the final maturity date of the Mortgage Loans is before December 27, 2034.
- (30) That after being granted, the Mortgage Loans have been serviced and are still being serviced by the Originator in accordance with its set customary procedures.
- (31) That it has no knowledge of the existence of any 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, or of the existence of circumstances which may result in the purchase agreement of the home mortgaged as security for the Mortgage Loans being ineffective.
- (32) That it is not aware of the premiums accrued to date by the insurance taken out referred to in paragraph (22) above not having been fully paid.
- (33) That it has received no notice whatsoever of full prepayment of the Mortgage Loans on the date of issue.
- (34) That it is not aware of the existence of any circumstance whatsoever which might prevent the mortgage security from being enforced.
- (35) That the Mortgage Certificate, Pass-Through Certificate and Mortgage Loan information contained in the Offering Circular regarding the constitution of the Fund and issue of the Bonds is accurate and strictly true.
- (36) That the Mortgage Loans are not earmarked for any issue whatsoever of mortgage bonds or mortgage certificates, other than the issue of the Mortgage Certificates and the Pass-Through Certificates, and

after their issue the Mortgage Loans shall not be earmarked for any issue whatsoever of mortgage debentures, mortgage bonds or other mortgage certificates and pass-through certificates.

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

IV.1.2 General terms of the issue of and subscription for the Mortgage Certificates and the Pass-Through Certificates.

- i) The Mortgage Loans will be fully and unconditionally assigned, perfected by means of the issue of the Mortgage Certificates and the Pass-Through Certificates, for the entire term remaining until maturity.
- ii) The issue of the Mortgage Certificates and of the Pass-Through Certificates shall be made in respect of 100 percent of the outstanding principal, interest not due and overdue interest and all and any other amounts, assets or rights attaching to each of the relevant Mortgage Loans, as detailed in section IV.1.3 below.
- iii) The Mortgage Certificates and the Pass-Through Certificates shall be issued for the same term remaining until maturity of each of the underlying Mortgage Loans.
- iv) The Originators shall be liable to the Fund for the existence and lawfulness of the Mortgage Loans to the same extent laid down in articles 348 of the Commercial Code and 1529 of the Civil Code.
- v) The Originators shall not bear the risk of default on the Mortgage Loans and shall therefore have no liability whatsoever for default by the mortgagors of principal, interest or any other amount owing to them by the Obligors under the Mortgage Loans. They 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 Mortgage Certificates and the Pass-Through Certificates, other than as provided in section IV.1.6 below.
- vi) The Mortgage Certificates and the Pass-Through Certificates shall be represented by registered certificates as established in section IV.1.5 below.
- vii) Until the execution of the Deed of Constitution, each of the Originators shall be the beneficiary of the damage insurance contracts taken out by the Obligors in relation to the mortgaged properties as security for the Mortgage Loans, up to the insured amount, and each of the Mortgage Loan documents shall, in the event of default on the relevant premium by the Obligor (holder) of the insurance, authorise the Originator, the mortgagee, to pay the premium amount for the Obligor in order that the premiums are always paid.

The Originators shall thereupon perfect the assignment attached to the issue of the Mortgage Certificates and the Pass-Through Certificates of the rights they each have as the beneficiary of those damage insurance contracts taken out by the Obligors or any other insurance policy providing equivalent cover. As the holder of the Mortgage Certificates and the Pass-Through Certificates, the Fund shall be entitled to all the amounts the Originators would have received in this connection.
- viii) The transfer and holding of the Mortgage Certificates and the Pass-Through Certificates shall be limited to institutional or qualified investors, and they may not be acquired by the unspecialised public.
- ix) Given the above and that the Fund is an institutional investor, the issue of the Mortgage Certificates and the Pass-Through Certificates shall not be subject to a marginal note on each entry of the mortgages in the Land Registry.

IV.1.3 Description of rights conferred on the Fund upon subscribing for by the Mortgage Certificates and the Pass-Through Certificates in the Mortgage Loans backing the same:

The issue of the Mortgage Certificates and of the Pass-Through Certificates shall be made in respect of 100 percent of the outstanding principal and ordinary and late-payment interest on the relevant Mortgage Loan, as well as all other amounts, assets or rights attaching to each of the Mortgage Loans.

The Originators issuing the Mortgage Certificates and the Pass-Through Certificates shall not bear the risk of default on the Mortgage Loans and shall therefore have no liability whatsoever for default by the Obligors of principal, interest or any other amount owing by the Obligors under the Mortgage Loans. They 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 Mortgage Certificates and the Pass-Through Certificates, other than as provided for in section IV.1.4 below.

Specifically, the Mortgage Certificates and the Pass-Through Certificates shall confer the following rights in relation to each of the Mortgage Loans:

- a) To receive all amounts accruing as repayment of Mortgage Loan capital or principal.
- b) To receive all amounts accruing as ordinary interest on the Mortgage Loans.
- c) To receive all amounts accruing as late-payment interest on the Mortgage Loans.
- d) To receive any other amounts, assets or rights received as payment of the Mortgage Loan principal, interest or expenses, either in the form of the knockdown price or amount determined by a court decision or notarial procedure in foreclosing the mortgage securities, on the sale or utilisation of properties awarded or, upon foreclosing, in the administration or interim possession of the properties in foreclosure proceedings.
- e) To receive all possible rights or compensations accruing under the Mortgage Loans for the Originator, including not only those derived from the insurance contracts attached to the Mortgage Loans which are also assigned to the Fund, but also those derived from any ancillary right attached to the Loan, including full or partial prepayment fees.

The above-mentioned rights will all accrue for the Fund from the date of issue of the Mortgage Certificates and the Pass-Through Certificates. Interest shall moreover include interest accrued and not due since the last interest settlement date on each of the Mortgage Loans, on or before the date of issue of the Mortgage Certificates and the Pass-Through Certificates, and interest due and not paid on that same date.

The rights of the Fund resulting from the Mortgage Certificates and the Pass-Through Certificates are linked to the payments made by the Obligors of the Mortgage Loans, and are hence directly affected by the evolution, delays, prepayments or any other incident relating thereto.

Until the execution of the Deed of Constitution, the Originators issuing the Mortgage Certificates and the Pass-Through Certificates shall be the beneficiaries of the property damage insurance contracts taken out by the Obligors in relation to the mortgaged properties as security for the Mortgage Loans, up to the insured amount, and each of the mortgage loan documents shall, in the event of default on the relevant premium by the Obligor (holder) of the insurance, authorise the mortgagee, to wit the Originator, to pay the premium amount for the Obligor in order that the premiums are always paid. Under the Fund Deed of Constitution, the Originators shall each perfect the assignment attached to the issue of the Mortgage Certificates and of the Pass-Through Certificates of the rights they have as the beneficiary of those property damage insurance contracts taken out by the Obligors or any other insurance policy providing equivalent cover. As the holder of the Mortgage Certificates and of the Pass-Through Certificates, the Fund shall be entitled to all the amounts the Originators would have received in this connection.

Returns on the Mortgage Certificates and Pass-Through Certificates constituting Fund income shall not be subject to a Corporation Tax withholding as established in Royal Decree 537/1997, April 14, approving the Corporation Tax Regulations.

The Fund shall bear all and any expenses or costs arising for each of the Originators derived from the recovery actions in the event of a breach of obligations by the Mortgage Loan Obligors, including foreclosing against the same.

IV.1.4 Issue price of the Mortgage Certificates and the Pass-Through Certificates.

The issue price of the Mortgage Certificates and the Pass-Through Certificates will be at par. The total price payable by the Fund for subscribing for the Mortgage Certificates and the Pass-Through Certificates shall be the amount equivalent to the sum of (i) the face value of the capital or principal of each of the Mortgage Loans underlying the same, and (ii) ordinary interest accrued and not due and overdue interest, if any, on each of the Mortgage Loans (the “**accrued interest**”) on the date of issue of the Mortgage Certificates and the Pass-Through Certificates.

The Management Company shall pay the total price for subscribing for the Mortgage Certificates and the Pass-Through Certificates on behalf of the Fund as follows:

- a) The part of the issue price consisting of the face value of the capital of all the Mortgage Loans shall be paid by the Fund on the Bond Closing Date, for same day value, upon the subscription for the Bond Issue being paid up.
- b) The part of the price consisting of interest accrued on each of the Mortgage Loans shall be paid by the Fund on the Collection Date falling on the first interest settlement date of each of the Mortgage Loans or the date on which they are paid by the Obligor, after the issue date of the Mortgage Certificates and of the Pass-Through Certificates, and will not be subject to the Fund Priority of Payments.

If the Fund constitution and hence the Mortgage Certificate and Pass-Through Certificate issue and subscription should terminate, (i) the Fund's obligation to pay for subscribing for the Mortgage Certificates and the Pass-Through Certificates shall terminate, (ii) the Management Company shall be obliged to restore to the Originators any rights whatsoever accrued for the Fund upon subscribing for the Mortgage Certificates and the Pass-Through Certificates, and (iii) the Originators shall once again enter the Mortgage Loans among their balance-sheet assets.

IV.1.5 Set rules for substituting Mortgage Certificates and Pass-Through Certificates.

1. In the event of early amortisation of Mortgage Certificates or Pass-Through Certificates due to a prepayment of the Mortgage Loan capital, there will be no substitution of the Mortgage Certificates and of the Pass-Through Certificates affected thereby.
2. In the event that it should be observed throughout the life of the Mortgage Certificates and the Pass-Through Certificates that any of them or of the underlying Mortgage Loans fails on the date of issue of the Mortgage Certificates and of the Pass-Through Certificates to meet the representations contained in section IV.1.1 of this Offering Circular, each of the Originators agrees, subject to the Management Company's consent, to proceed to substitute the Mortgage Certificate or the Pass-Through Certificate in that situation, subject to the following rules:
 - a) The party becoming aware of the existence of a non-conforming Mortgage Certificate, Pass-Through Certificate or Mortgage Loan, whether an Originator or the Management Company, shall notify the other party of this circumstance. The Originator shall forthwith proceed to remedy that circumstance if it may be remedied or, in order to proceed to a substitution thereof, notify the Management Company of the characteristics of the mortgage loans on which new mortgage certificates or pass-through certificates are proposed to be issued to be subscribed for by the Fund satisfying the representations made in section IV.1.1 and similarly characterised as to residual term, interest rate, outstanding capital value, and credit quality construed as the existing ratio of the outstanding loan principal to the appraisal value of the property given as security, in order for the financial balance of the Fund, and indeed the Bond rating in accordance with the provisions of section II.3 of this Offering Circular, to be unaffected by the substitution. Once the Management Company has checked that the substitute loan is appropriate and expressly agreed to it, the Originator shall proceed to cancel the affected Mortgage Certificate or Pass-Through Certificate, and issue another or other replacement Mortgage Certificates or Pass-Through Certificates.
 - b) The substitution shall be recorded in a Notarial Certificate setting forth all the particulars both of the Mortgage Certificate or the Pass-Through Certificate to be replaced and the Mortgage Loan attached thereto, and the new Mortgage Certificate(s) or Pass-Through Certificate(s) issued, along with details of the Mortgage Loans, and the reason for substituting and characteristics determining their homogenous nature as described in the paragraph immediately preceding, a copy of which shall be filed by the Management Company with the CNMV, the organisation in charge of the accounting record for the Bonds, the AIAF Governing Body, notifying the Rating Agencies.
3. Secondly to the obligation undertaken under section 2 above, in the event that there should be call to substitute any Mortgage Certificate or Pass-Through Certificate and that no new ones should be issued on the homogeneity and suitability terms set in rule a) of said section, the Originator shall proceed to an early amortisation of the affected Mortgage Certificate or Pass-Through Certificate. That early amortisation shall

take place by a repayment in cash to the Fund of the outstanding principal, interest accrued and not paid, and any other amount owing to the Fund until that date under the relevant Loan.

IV.1.6 Other terms derived from the legal system of the Mortgage Certificates and the Pass-Through Certificates.

As prescribed by Mortgage Market Regulation Royal Decree 685/1982, amended by Royal Decree 1289/1991, the Mortgage Certificates and 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, their acquisition or holding being limited to institutional or qualified investors for they may not be acquired by the unspecialised public, in accordance with the provisions of article 64.6, paragraph two, of Royal Decree 685/1982. Both the transfer and the new holder's address shall be notified by the transferee to the Originator.

Given that the Fund is an institutional investor, the issue of and subscription for the Mortgage Certificates and the Pass-Through Certificates shall not be subject to a marginal note on each entry of the mortgages in the Land Registry, for the purposes of paragraph two of article 64.6 of Royal Decree 685/1982.

The transferor shall not be liable for the solvency of the issuer or of the Obligor of the Mortgage Loan, nor indeed of the sufficiency of the mortgage securing it.

The Originators shall keep a special book in which they shall enter the Mortgage Certificates and the Pass-Through Certificates issued and such transfers thereof as may be notified to it, the Mortgage Certificates and the Pass-Through Certificates being applied the provisions of article 53 of the above-mentioned Royal Decree for registered certificates. The same book shall include the changes of address notified to it by the holders of the certificates.

The book shall moreover include the following particulars:

- a) Mortgage Loan origination and maturity date, initial amount and settlement method.
- b) Mortgage registration particulars.

IV.1.7 Mortgage Certificate and Pass-Through Certificate representation and custody.

The Mortgage Certificates and the Pass-Through Certificates shall be represented distinctly by unit registered certificates, which shall contain at least the particulars prescribed for mortgage certificates in article 64 of Royal Decree 685/1982, March 17, amended by Royal Decree 1289/1991, August 2, along with the registration particulars of the properties securing the Mortgage Loans.

Both in the event that the Management Company should, for and on behalf of the Fund, proceed to foreclose a Mortgage Loan, as provided for in section IV.2.1.11, and because of an Early Liquidation of the Fund, in the events and on the terms of section III.7.1, there is to be sale of the Mortgage Certificates or the Pass-Through Certificates, and in any other event so requiring, each Originator agrees to split any multiple certificate issued representing Mortgage Certificates or Pass-Through Certificates into such unit or multiple certificates as may be necessary, replacing or exchanging the same for the attainment of the above purposes.

The certificates of the Mortgage Certificates and the Pass-Through Certificates subscribed for by the Fund shall be deposited at BANCO COOPERATIVO, and relations between the Fund and BANCO COOPERATIVO shall be governed by the Mortgage Certificate and Pass-Through Certificate Custody Agreement established in section V.3.7 of this Offering Circular. That deposit shall be established for the benefit of the Fund and BANCO COOPERATIVO shall therefore safe-keep the Mortgage Certificates and Pass-Through Certificates deposited following the Management Company's instructions.

IV.2 Servicing and custody of the Mortgage Loans.

Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete, S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C., Originators of the Mortgage Loans by means of the issue of the Mortgage Certificates and of the Pass-Through Certificates to be

subscribed for by the Fund, in accordance with the provisions of article 61.3 of Royal Decree 685/1982, each agree to custody and service the Mortgage Loans, and the Mortgage Loan Servicing Agreement (the “**Servicing Agreement**”) shall govern relations between the Originators (hereinafter in regard to that Agreement the “**Servicer(s)**”), BANCO COOPERATIVO as possible substitute in certain circumstances of the Servicers, and the Fund, represented by the Management Company. In consideration of the servicing of the Mortgage Loans, each of the Servicers shall be entitled to receive in arrears on each of the Payment Dates and during the term of the Servicing Agreement, a subordinated servicing fee equal to 0.01% per annum, inclusive of VAT if there is no exemption, which shall accrue on the exact number of days elapsed and on the average daily Outstanding Balance of the Mortgage Certificates and of the Pass-Through Certificates serviced during each Determination Period. If any of the Servicers should be substituted in that servicing task, because that may be done following a change of the laws in force for the time being, and is appropriate in view of circumstances of the Servicer which might prevent or make it difficult for that servicing to be properly performed, the Management Company will be entitled to change the above percentage fee in favour of the substitute institution, which fee may be higher than that agreed with each Servicer under the Servicing Agreement. The servicing fee shall be paid on the relevant Payment Date, provided that the Fund has sufficient liquidity in the Priority of Payments or in the Liquidation Priority of Payments, as the case may be.

If due to a liquidity shortfall in the Fund Priority of Payments, the Fund should fail on a Payment Date to pay the full fee due, overdue amounts shall accumulate without any penalty whatsoever on the fee payable on the following Payment Dates, until fully paid.

Furthermore, on each Payment Date, each Servicer shall be entitled to a reimbursement of all expenses of an exceptional nature incurred in relation to the servicing of the Mortgage Loans, such as expenses or court costs arising in connection with foreclosure, or administering or managing the sale of properties and assets awarded, and 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 Liquidation Priority of Payments, as the case may be.

The Servicing Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to each of the Bond Series as final by the start of the Subscription Period.

The Servicers shall continue servicing the Mortgage Loans, devoting the same time and effort to them and the same degree of skill, care and diligence in servicing the same as they would devote and use to service own mortgage loans, and will in any event exercise a suitable degree of skill, care and diligence in providing the services for which provision is made in said Servicing Agreement.

In any event, the Servicers waive the privileges and authorities conferred on them by law as the managers of collections for the Fund and as servicers of the Mortgage Loans, 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 outstanding terms of the Servicing Agreement are set out hereinafter in the following subparagraphs of this section.

IV.2.1 Ordinary system and procedures for servicing and managing the Mortgage Loans.

The following is the succinct and short description of the ordinary system and procedures (the “**services**”) for service and custody of the Mortgage Loans governed by said Servicing Agreement:

1. Term.

The services shall be provided by each of the Servicers until all the obligations undertaken by the Servicer as issuer of the Mortgage Certificates or the Pass-Through Certificates terminate, upon full repayment of the Mortgage Loans serviced by the Servicer, or when the liquidation of the Fund concludes after it terminates, without prejudice to a potential early termination of the Servicing Agreement, if that is legally possible in accordance with its terms.

2. Custody of deeds, documents and files.

Each Servicer shall keep all deeds, documents and data files relating to the Mortgage Loans and the damage insurance policies of the mortgage properties 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 foreclose a Mortgage Loan, or any competent authority should so require and after first informing the Management Company.

The Servicers shall allow the Management Company or the auditors of the Fund duly authorised thereby reasonable access at all times to said deeds, documents and records. Furthermore, whenever it is 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 of such deeds and documents.

3. Collection management.

Each Servicer shall continue managing collection of all amounts payable by the Obligors under the Mortgage Loans, and any other item including under the relevant insurance contracts of the mortgaged properties securing the Mortgage Loans. Each Servicer shall act due diligently for payments to be made by the borrowers to be collected in accordance with the contractual terms and conditions of the Mortgage Loans.

Provided that those payments are received by each Servicer, the latter shall proceed to pay them fully to the Fund on the day immediately 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, into the Treasury Account or upon the same being moved or upon a Collection Account being opened, as the case may be, into such account as may be designated by the Management Company, in accordance with the set terms and conditions. In this connection, business days shall be taken to be all those that are business days in the banking sector in the capital city of Madrid.

The Servicers may in no event pay any amount whatsoever to the Fund not previously received from the Obligors as payment for the Mortgage Loans.

4. Fixing the interest rate.

Because the Mortgage Loans are floating-rate loans, the Servicers will continue fixing those interest rates in accordance with the provisions of the relevant Mortgage Loans, submitting such relevant communications and notices as may be established in the respective agreements.

5. Mortgaged property damage insurance.

The Servicers shall not take or fail to take any action resulting in the cancellation of any property damage insurance policy covering the mortgaged properties or reducing the amount payable in any claim thereunder. The Servicers shall act due diligently and in any event use the rights conferred under the insurance policies or the Mortgage Loans in order to keep those policies (or any other policy granting equivalent cover) in full force and effect in relation to each Mortgage Loan and the respective property subject of the Mortgage Loan.

Each Servicer shall be bound to advance payment of policy premiums not paid by the Obligors whenever it is fully acquainted with this circumstance, without prejudice to its right to be reimbursed by the Fund for amounts so paid.

In the event of a claim, each 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, if any, to the Fund.

6. Information.

Each Servicer shall regularly communicate to the Management Company the information concerning the individual characteristics of each of the Mortgage Loans, fulfilment by the Obligors of their obligations under the Mortgage Loans, delinquency status, changes in the characteristics of the Mortgage Loans, actions in the event of late payment and auction of properties, the foregoing subject to the procedures and within the time-periods established in the Servicing Agreement.

Each Servicer shall prepare and hand to the Management Company such additional information concerning 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.

7. Liability of the Servicers.

The Servicers 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 derived from the Mortgage Loans, without prejudice to the liabilities undertaken thereby in the Deed of Constitution as Originators issuing the Mortgage Certificates and the Pass-Through Certificates subscribed for by the Fund.

The Servicers shall be liable to indemnify the Fund or its Management Company against any damage, loss or expense incurred by the latter due to a breach by the Servicers of their duties to safe-keep, service and report on the Mortgage Loans.

8. Mortgage Loan subrogation.

The Servicers shall be authorised to permit substitutions in the position of the Obligor under the Mortgage Loan agreements, exclusively where the characteristics of the new mortgagor are similar to those of the former mortgagor and those characteristics observe the mortgage lending policies described in the relevant Memorandum on Mortgage Lending Policies attached to the Fund Deed of Constitution, and 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 Servicers or lay down conditions therefor, in the event that there might be consequences being howsoever detrimental to the rating accorded to the Bonds by the Rating Agencies.

The Obligor may apply for subrogation to the Servicer of the Mortgage Loans pursuant to Mortgage Loan Subrogation and Amendment Act 2/1994. Subrogation of a new creditor under the Mortgage Loan and the ensuing payment of the amount due shall result in a prepayment of a Mortgage Loan and of the relevant Mortgage Certificate.

9. Authorities and actions in relation to Mortgage Loan renegotiation procedures.

The Servicers may not voluntarily cancel the Mortgage Loans or their mortgages or securities for any reason other than payment of the 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 status, enforceability at law or economic value of the mortgage or of the Mortgage Loans, without prejudice to its proceeding to heed requests by the Obligors with the same diligence and procedure as if the loans were not participated.

Notwithstanding the above, the Management Company may, as manager of third-party funds and bearing in mind the Obligors' requests to the Servicer directly or under Mortgage Loan Subrogation and Amendment Act 2/1994, issue instructions to or authorise the Servicer previously to agree with the Obligor, subject to the terms and conditions of this section, for a novation changing the relevant Mortgage Loans, either by an interest rate renegotiation or by an extension of the maturity period, provided that the same are not detrimental to the ranking of the Mortgage Loans.

a) Renegotiating 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 interest rate which may result in a decrease in the interest rate applicable to a Mortgage Loan. In any event, whether or not it was generically authorised, any renegotiation of the Mortgage Loan interest rate shall be taken on and settled bearing in mind the interests of the Fund.

Without prejudice to the provisions hereinafter, any renegotiation of the interest rate 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 renegotiation. The Management Company may nevertheless initially authorise the Servicer to entertain and accept renegotiations of the interest rate applicable to the Mortgage Loans, requested by the Obligors, without requiring the prior consent of the Management Company, subject to the general requirements established hereinafter.

The Management Company may at any time during the term of the Agreement, on behalf of the Fund, cancel, suspend or change the requirements for the Servicer's authorisation to renegotiate the margin applicable for determining the interest rate which it may previously have determined for the Servicer.

2. The Servicer shall in renegotiating the Mortgage Loan interest rate clause 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 mortgage security with amounts, class of mortgaged real property and terms substantially similar to the renegotiated Mortgage Loan.
3. Renegotiating to lower the interest rate applicable to a Mortgage Loan shall in no event result in its being changed (i) to a floating interest rate with a benchmark index for determination other than the Euribor index, and (ii) that the average margin or spread weighted by the outstanding principal of the Mortgage Loans serviced by each Servicer is below 60 basic percentage points.

b) Extending the period of maturity.

The final maturity or final repayment date of the Mortgage Loans may be extended (hereinafter "**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 of that date. The Servicer, without encouraging an extension of the term, shall act in relation to such extension bearing in mind at all times the Fund's interests.
- (ii) For every Servicer, the aggregate of the initial capital or principal of the Mortgage Certificates and of the Pass-Through Certificates backed by the Mortgage Loans with respect to which the maturity date is extended may not exceed 10.00% of the total initial capital or principal of the Mortgage Certificates and the Pass-Through Certificates issued by the Servicer.
- (iii) The term of a specific Mortgage Loan may be extended provided that the following requirements are met:
 - a) That the periodicity of repayment instalments of the capital or principal of the Mortgage Loan is at all events maintained or reduced, albeit keeping the same repayment system in place.
 - b) That the new final maturity or final amortisation date does not extend beyond December 27, 2034.
- (iv) The Management Company may at any time during the term of the Servicing Agreement, on the Fund's behalf, cancel or suspend the Servicers' authorisation 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. Both the public deeds and the private agreements pertaining to a novation of the terms of the Mortgage Loans will be kept by each Servicer, in accordance with the provisions of paragraph 2 of this section.

In the event of a renegotiation of the Mortgage Loans, or their due dates, consented to by the Management Company, for and on behalf of the Fund, the change in the terms shall affect the Fund.

10. Action against the Obligors in the event of default on the Mortgage Loans.

Actions in the event of late payment.

Each Servicer shall apply an identical diligence and procedure for claiming overdue amounts not paid on the Mortgage Loans as with the rest of its portfolio mortgage loans.

In the event of default by the Obligor of the payment obligations, the Servicer shall take the actions described in the Servicing Agreement, taking for that purpose the steps it would ordinarily take if they were its 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. These actions include all such legal actions as the Servicer may deem necessary to claim and collect the amounts due by the Obligors.

Legal actions.

Each Servicer, using its fiduciary title to the Mortgage Loans, shall take all relevant actions against Obligors failing to meet their payment obligations derived from the Mortgage Loans. Such an action shall be brought using the appropriate court enforcement procedures prescribed in articles 517 et seq. of the Civil Procedure Act.

Each Servicer shall apply an identical diligence and procedure for claiming overdue amounts not paid on the Mortgage Loans as with the rest of its portfolio loans. The Servicer shall as a general rule apply for foreclosure, advancing all necessary expenses to do so, if, for a period of six (6) months, the Obligor under a Mortgage Loan in default of payment obligations should fail to resume payments or the Servicer, with the Management Company's consent, should fail to obtain a payment undertaking satisfactory to the interests of the Fund, and shall in any event forthwith proceed to apply for such foreclosure if the Management Company, on behalf of the Fund, should deem this fit after analysing the specific circumstances of the case.

Some of the Mortgage Loans backing the Pass-Through Certificates may have validly registered in respect of the mortgaged properties underlying the Mortgage Loans, mortgages predating the Mortgage Loan, even though, as the Originators have declared in section IV.1.1.(7), the loans referred to in those mortgages have been fully repaid and filed to be entered in the Land Registry.

Therefore, for registration purposes, those Mortgage Loans do not have a mortgage ranking senior. The mortgage will rank junior to registered mortgages. Notwithstanding that, because the loans underlying the previous mortgages have been fully repaid, no creditor is preferred above the Originator.

Those previous mortgages shall have their registration cancelled in accordance with the provisions of the Mortgage Act and the Mortgage Regulations, as currently worded. Under those laws, in the event of the Mortgage Loan being foreclosed without the previous mortgages having been cancelled, although the loans referred to therein have been fully repaid, a final judgment (i.e., a judgment that may not be howsoever appealed) shall be necessary in order for a cancellation entry to be made in respect of those mortgages establishing that much, specifying the entries to be cancelled, in accordance with articles 76 et seq of the Mortgage Act and articles 173 et seq of the Mortgage Regulations.

In the event of the Mortgage Loan being foreclosed without the previous mortgages having been cancelled in the register, the successful bidder or beneficiary of the property shall also be subrogated to the previous loan obligor's position, as provided for in article 231 of the Mortgage Regulations, and article 118 of the Act.

Finally, under article 209 of the Mortgage Act, proceedings may be commenced for the lifting of liens and thereby have mortgages that have expired cancelled, in accordance with civil laws.

In the event of default by any Obligor, the Management Company, acting for and on behalf of the Fund, shall have the following remedies provided for Mortgage Certificates in article 66 of Royal Decree 685/1982, amended by Royal Decree 1289/1991, which will also apply to Pass-Through Certificates in accordance with the provisions of additional provision five of Act 3/1994 as worded by Act 44/2002:

- (i) To demand the Servicer to apply for foreclosure.
- (ii) To take part on an equal standing with the Servicer, as issuer of the Mortgage Certificates and 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) calendar 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 secondarily entitled 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 the cases provided in paragraphs (iii) and (iv), the Management Company, for and on behalf of the Fund, may apply to the Judge or Notary with jurisdiction to commence or continue with the respective foreclosure proceedings, attaching to the application the original Mortgage Certificate or Pass-Through Certificate, the notice served through a Notary Public provided in section (iii) above and an office certificate as to the registration and subsistence of the mortgage. The Servicer shall be bound to issue a certification of the balance outstanding on the Mortgage Loan.

If this should be required by law, and for the purposes of the provisions of the Civil Procedure Act, each of the Servicers shall confer in the Deed of Constitution an irrevocable and as extensive and sufficient a power of attorney as may be required by Law in order for the Management Company, acting for and on behalf of the Servicers, to demand through a Notary Public payment of the debt by the Obligor under any of the Mortgage Loans.

The Management Company, for and on behalf of the Fund as holder of the Mortgage Certificates and the Pass-Through Certificates, may also take part with equal rights with the Servicers 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 to sell the property awarded within the shortest possible space of time and at arm's length.

Additionally, each Servicer will provide the Management Company with all such documents as the latter may request in relation to the Mortgage Loans and in particular the documents required for the Management Company to take recovery legal actions, as the case may be.

11. Recovery action against the Servicer.

The Management Company shall, for and on behalf of the Fund, be entitled to file a recovery action against the Servicers claiming principal and interest falling due under the Mortgage Certificates and the Pass-Through Certificates, where the breach of the obligation to pay those amounts does not result from a default by the Obligors of the Mortgage Loans.

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.

12. Set-off.

In the event that any of the Obligors under the Mortgage Loans should have a liquid credit right, due and payable vis-à-vis the Servicer, and any of the Mortgage Loans should therefore be fully or partially set-off against that credit, the Servicer shall remedy such circumstance or, if it cannot be remedied, the Servicer shall proceed to pay to the Fund the amount set off plus the 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.

13. Subcontracting.

The Servicers may subcontract any of the services they 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 each of the Bond Series being adversely revised. Notwithstanding any subcontracting or delegation, the Servicer shall not be exonerated or released under that subcontract or delegation from any of the liabilities undertaken in the Servicing Agreement which may legally be attributed or ascribed to it.

14. Substitution.

In the event of a breach by a Servicer of any of the obligations imposed in the Servicing Agreement on the Servicer, the Management Company shall be entitled to demand the Servicer to perform as agreed or, as the case may be and where this is legally possible, terminate the Servicing Agreement without prejudice to the Servicer's contractual liability, if any, consequent upon that breach. Similarly, in the event that a Servicer's credit rating should fall or there should be a change in its financial position which may be detrimental to or place the financial structure of the Fund at risk, or be detrimental to the ratings assigned to the Bonds by the Rating Agencies, the Management Company shall be entitled, where this is legally possible, to terminate the Servicing Agreement with the Servicer.

In the event of termination of the Agreement, the Management Company shall previously designate a new Servicer for the Mortgage Loans, provided that it has a credit quality acceptable to the Rating Agencies and that the new Servicer accepts the obligations contained in the Servicing Agreement. In that event, BANCO COOPERATIVO shall, upon a written request from the Management Company and where that is legally possible and its credit quality is acceptable to the Rating Agencies, take over the servicing and management function of the Mortgage Loans serviced by the Servicer, on terms and conditions identical to those contained in the Agreement. In that connection, the parties agree to enter into such documents as might be necessary.

Furthermore, in the event of insolvency, or indications thereof, receivership by the Bank of Spain, liquidation or substitution of any Servicer, the Management Company may request the substituted Servicer to notify Obligors of the transfer to the Fund of their respective Mortgage Loans serviced thereby, and that payments derived therefrom shall only be effective as a discharge if made into the Treasury Account opened in the name of the Fund. Nevertheless, both upon the failure by the requested Servicer to notify the Obligors within five (5) Business Days following receipt thereof and in the event of insolvency or liquidation of a Servicer, it shall be for the Management Company proper to notify the Obligors directly or through a new Servicer designated thereby.

Upon the early termination of the Servicing Agreement, the replaced Servicer shall provide BANCO COOPERATIVO or the new Servicer, as the case may be, on demand by the Management Company and as determined thereby, with the necessary documents and data files for it to carry on the relevant activities.

IV.3 Succinct and short description of the general policies for granting and terms for perfecting established in regard to mortgage loans by the institutions issuing the certificates pooled in the Fund.

IV.3.1 Succinct description of the procedures established by the Originators issuing the Mortgage Certificates and the Pass-Through Certificates for analysing risks and granting mortgage loans.

The Mortgage Loans have been granted by the Originators issuing the Mortgage Certificates and the Pass-Through Certificates in accordance with their usual procedures, which are described as a Schedule to the Fund Deed of Incorporation, in the relevant "Memorandum on Mortgage Lending Policies".

IV.3.2 Statistical information on the evolution of the amounts and number, balances outstanding, average amount, average interest, and average term, of the mortgage loan portfolio.

The following table shows the evolution over the last three years of the credit investment of the Originators issuing the Mortgage Certificates and the Pass-Through Certificates, granted to finance residential homes, detailing the number of outstanding loans granted for such purpose, the nominal interest rate as an average percentage weighted by the principals pending repayment, and the delinquency on this investment.

CAIXA POPULAR-CAIXA RURAL S.C.C.V.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	851	56.19	4.283%	0.59	56.78	1.03%	0.34
31/12/2003	788	48.52	5.040%	0.13	48.65	0.28%	0.35
31/12/2002	743	38.78	5.631%	0.44	39.22	1.13%	0.33
31/12/2001	664	31.14	6.749%	0.11	31.24	0.34%	0.31

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAIXA RURAL DE BALEARS S.C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	1,375	128.27	3.826%	0.36	128.63	0.277%	0.000
31/12/2003	1,130	93.99	4.192%	0.01	94.00	0.006%	0.000
31/12/2002	828	61.83	5.088%	0.03	61.86	0.041%	0.000
31/12/2001	706	42.51	6.047%	0.02	42.53	0.048%	0.000

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA CAMPO, CAJA RURAL, S.C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	5,961	253.52	3.41%	0.18	253.70	0.07%	0.01
31/12/2003	5,400	210.74	3.77%	0.08	210.83	0.04%	0.01
31/12/2002	4,786	170.61	4.52%	0.18	170.78	0.10%	0.01
31/12/2001	4,240	142.69	5.23%	0.26	142.95	0.18%	0.01

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA RURAL CENTRAL S.C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	3,262	163.91	3.65%	0.81	164.72	0.49%	0.68
31/12/2003	2,916	128.58	4.03%	1.04	129.61	0.80%	0.67
31/12/2002	1,937	99.98	4.63%	1.21	101.18	1.19%	0.63
31/12/2001	1,468	69.70	6.17%	0.94	70.64	1.33%	0.63

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA RURAL DE ALBACETE, S.C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	4616	216.348	3.568%	0.362	216.711	0.002%	0.109
31/12/2003	5672	216.591	4.038%	0.492	217.083	0.002%	0.000
31/12/2002	3597	131.419	4.826%	0.450	131.869	0.003%	0.003
31/12/2001	3034	108.022	5.550%	0.347	108.369	0.003%	0.000

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA RURAL DE ARAGÓN S.C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	3904	242.7	3.17%	0.3	243	0.12%	0
31/12/2003	3486	207.9	3.43%	1.9	209.8	0.91%	0
31/12/2002	4474	260.2	4.64%	1.7	261.9	0.65%	0
31/12/2001	3486	117.1	5.03%	0.3	117.4	0.26%	0

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA RURAL DE BURGOS C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	2,136	128.22	3.283%	1.51	129.73	1.16%	1.93
31/12/2003	1,766	101.17	3.406%	1.54	102.72	1.50%	1.92
31/12/2002	1,837	99.60	3.610%	1.59	101.19	1.57%	1.93
31/12/2001	1,822	90.02	5.259%	1.87	91.89	2.04%	2.04

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA RURAL DE GIJÓN S.C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	1,141	53.95	3.24%	0.42	54.36	0.76%	0.00
31/12/2003	1,081	45.52	3.38%	0.09	45.61	0.20%	0.00
31/12/2002	943	37.11	4.70%	0.11	37.22	0.30%	0.00
31/12/2001	889	37.28	5.53%	0.11	34.29	0.32%	0.00

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA RURAL DE GRANADA S.C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	3,344	372	3.034	14.15	386.15	0.64	21.18
31/12/2003	2,329	213	3.417	11.31	224.31	0.69	21.44
31/12/2002	2,059	145	4.427	13.04	158.04	0.99	21.36
31/12/2001	2,092	116	5.423	12.57	128.57	1.1	22.07

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA RURAL DE NAVARRA S.C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	15,661	1,196.90	3.394%	0.81	1,197.71	0.0676%	0.00
31/12/2003	14,842	927.14	3.935%	0.96	928.10	0.1034%	0.00
31/12/2002	13,794	827.71	4.406%	1.34	829.05	0.1616%	0.00
31/12/2001	12,440	689.90	5.212%	0.70	690.61	0.1014%	0.00

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA RURAL DE TENERIFE S.C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	2,138	1,514.43	3.64%	14.27	1,528.70	0.93%	0.00
31/12/2003	1,986	1,364.62	3.77%	13.58	1,378.20	0.99%	0.00
31/12/2002	1,767	1,130.39	4.25%	14.61	1,145.00	1.28%	1.08
31/12/2001	1,412	795.74	4.54%	14.03	809.77	1.73%	0.42

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA RURAL DE TERUEL S.C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	2,147	90.83	3.49%	0.35	91.17	0.38%	0.12
31/12/2003	1,872	73.31	3.70%	0.48	73.79	0.65%	0.05
31/12/2002	1,663	61.33	4.25%	0.62	61.96	1.01%	0.05
31/12/2001	1,596	52.89	5.25%	0.25	53.14	0.48%	0.01

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA RURAL DE ZAMORA C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	3,908	179.1	3.41%	0.32	179.40	0.18%	0
31/12/2003	3,368	141.9	3.75%	0.39	142.31	0.27%	0
31/12/2002	2,927	121.5	4.57%	0.46	122.00	0.38%	0
31/12/2001	3,120	128.0	5.74%	0.80	128.8	0.62%	0

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA RURAL DEL DUERO S.C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	4,859	276.47	3.14%	1.48	277.95	0.53%	0.17
31/12/2003	4,319	229.94	3.39%	1.89	231.83	0.82%	0.15
31/12/2002	4,301	214.74	4.47%	0.97	215.71	0.45%	0.07
31/12/2001	3,082	152.77	5.40%	0.61	153.38	0.40%	0.07

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA RURAL DEL MEDITERRÁNEO, RURALCAJA, S.C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	46,381	1,769.89	4.59%	9.22	1,779.11	0.52%	0.55
31/12/2003	41,609	1,436.15	4.88%	10.43	1,446.58	0.72%	0.66
31/12/2002	38,942	1,302.33	5.73%	12.66	1,314.99	0.96%	0.59
31/12/2001	35,458	1,290.10	5.36%	13.61	1,303.71	1.04%	0.52

Balances in EUR million

4: Nominal interest rate weighted by the outstanding principal

5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991

6: 3+5 / 7: 5/6*100

8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

CAJA RURAL DEL SUR S.C.C.

Date	Net residential credit investment			Doubtful Assets (balance)	Gross Credit Investment (balance)	% Delinquency Rate	Suspended Assets (balance)
	Loans	Balance	% Nominal Interest Rate				
1	2	3	4	5	6	7	8
31/12/2004	18,208	871.87	3.95%	2.54	876.01	0.29%	0.00
31/12/2003	16,383	670.67	4.50%	3.18	673.85	0.47%	0.00
31/12/2002	14,543	544.71	5.50%	3.56	548.28	0.65%	0.00
31/12/2001	14,158	572.35	6.10%	3.15	575.50	0.55%	0.00

Balances in EUR million
4: Nominal interest rate weighted by the outstanding principal
5: Asset qualifying as doubtful in accordance with Bank of Spain Circular 4/1991
6: 3+5 / 7: 5/6*100
8: Suspended asset written off the balance sheet, in pursuance of Bank of Spain Circular 4/1991..

IV.4 Description of the mortgage loans selected to be raised through the issue of the Mortgage Certificates and the Pass-Through Certificates.

a) Number of mortgage loans and amount or outstanding balance thereon at present.

The provisional portfolio of mortgage loans which shall be the basis for issuing the Mortgage Certificates and the Pass-Through Certificates and which has been audited, comprises 17,994 mortgage loans, the outstanding principal of which amounted as of March 29, 2005 to EUR 1,178,706,344.24, of which EUR 1,178,501,362.84 was the outstanding principal and EUR 204,981.40 the overdue principal.

The following table shows the distribution of the outstanding principal of the provisional portfolio mortgage loans for every Originator.

Mortgage Loan portfolio as of March 29, 2005				
Classification by outstanding principal				
Originator	Loans		Outstanding principal (EUR)	
	No.	%		%
Caixa Popular-Caixa Rural	64	0.36	7,567,620.82	0.64
Caixa Rural de Balears	386	2.15	44,844,403.45	3.81
Caja Campo, Caja Rural	427	2.37	31,766,634.03	2.70
Caja Duero Caja Rural	379	2.11	31,077,010.35	2.64
Caja Rural Central	148	0.82	16,861,702.01	1.43
Caja Rural de Albacete	100	0.56	8,671,514.12	0.74
Caja Rural de Aragón	1,460	8.11	105,674,622.30	8.97
Caja Rural de Burgos	866	4.81	57,852,304.96	4.91
Caja Rural de Gijón	246	1.37	13,668,869.47	1.16
Caja Rural de Granada	4,964	27.59	276,743,400.66	23.48
Caja Rural de Navarra	1,010	5.61	99,052,146.77	8.40
Caja Rural de Tenerife	799	4.44	55,216,122.08	4.69
Caja Rural de Teruel	205	1.14	12,802,812.97	1.09
Caja Rural de Zamora	445	2.47	28,516,034.47	2.42
Caja Rural del Mediterráneo, Ruralcaja	4,083	22.69	226,258,921.65	19.20
Caja Rural del Sur	2,412	13.40	161,927,242.73	13.74
Total	17,994	100.00	1,178,501,362.84	100.00

The highest concentration by Originator, in terms of outstanding principal, of the selected portfolio lies with CAJA RURAL DE GRANADA, at 23.48%, followed by CAJA RURAL DEL MEDITERRÁNEO, RURALCAJA, at 19.20% and CAJA RURAL DEL SUR at 13.74%.

b) Maximum, minimum and average mortgage loan principal values.

The outstanding principal of the mortgage loans as of March 29, 2005 ranges between EUR 3,861.37 and EUR 545,421.09.

The following table shows the distribution of the outstanding principal balance of the mortgage loans in EUR 20,000 intervals.

Mortgage Loan portfolio as of March 29, 2005					
Classification by outstanding principal					
Outstanding principal interval (in EUR)	Loans		Outstanding principal		
	No.	%	(EUR)	%	
0.00 - 19,999.99	1,375	7.64	21,551,667.33	1.83	
20,000.00 - 39,999.99	4,447	24.71	133,166,493.63	11.30	
40,000.00 - 59,999.99	4,079	22.67	203,353,367.46	17.26	
60,000.00 - 79,999.99	2,830	15.73	196,597,432.27	16.68	
80,000.00 - 99,999.99	2,047	11.38	182,937,972.61	15.52	
100,000.00 - 119,999.99	1,376	7.65	150,711,048.65	12.79	
120,000.00 - 139,999.99	713	3.96	92,151,201.84	7.82	
140,000.00 - 159,999.99	527	2.93	78,368,224.13	6.65	
160,000.00 - 179,999.99	266	1.48	45,179,633.43	3.83	
180,000.00 - 199,999.99	137	0.76	25,918,237.10	2.20	
200,000.00 - 219,999.99	68	0.38	14,245,888.44	1.21	
220,000.00 - 239,999.99	50	0.28	11,557,285.55	0.98	
240,000.00 - 259,999.99	29	0.16	7,228,959.83	0.61	
260,000.00 - 279,999.99	16	0.09	4,291,276.53	0.36	
280,000.00 - 299,999.99	11	0.06	3,210,102.03	0.27	
300,000.00 - 319,999.99	7	0.04	2,155,343.48	0.18	
320,000.00 - 339,999.99	6	0.03	1,951,348.85	0.17	
340,000.00 - 359,999.99	7	0.04	2,442,194.16	0.21	
380,000.00 - 399,999.99	1	0.01	398,684.06	0.03	
520,000.00 - 539,999.99	1	0.01	539,580.37	0.05	
540,000.00 - 559,999.99	1	0.01	545,421.09	0.05	
Total	17,994	100.00	1,178,501,362.84	100.00	
	Average principal:		65,494.13		
	Minimum principal:		3,861.37		
	Minimum:		545,421.09		

c) Actual interest rate applicable at present: maximum, minimum and average mortgage loan rates.

The provisional portfolio mortgage loans are all floating interest rate loans. The nominal interest rates applicable to the mortgage loans as of March 29, 2005 range between 2.25% and 10.00%, and the average nominal interest rate weighted by the outstanding principal is 3.38%.

The following table shows the distribution of the mortgage loans in 0.5% nominal interest rate intervals.

Mortgage Loan portfolio as of March 29, 2005						
Classification by Nominal Interest Rates						
% Interest Rate Interval	Loans		Outstanding Principal		% Interest Rate*	
		%	(EUR)	%		
2.00 - 2.49	6	0.03	863,924.78	0.07	2.38	
2.50 - 2.99	2,043	11.35	201,606,037.19	17.11	2.80	
3.00 - 3.49	6,454	35.87	455,671,628.89	38.67	3.20	
3.50 - 3.99	7,061	39.24	409,464,929.16	34.74	3.60	
4.00 - 4.49	1,538	8.55	77,847,579.28	6.61	4.07	
4.50 - 4.99	443	2.46	18,341,618.86	1.56	4.61	
5.00 - 5.49	367	2.04	11,909,559.43	1.01	5.02	

Mortgage Loan portfolio as of March 29, 2005						
Classification by Nominal Interest Rates						
% Interest Rate Interval	Loans		Outstanding Principal (EUR)		% Interest Rate*	
		%		%		
5.50 - 5.99	20	0.11	746,796.73	0.06	5.58	
6.00 - 6.49	29	0.16	1,135,382.34	0.10	6.05	
6.50 - 6.99	14	0.08	471,544.04	0.04	6.53	
7.00 - 7.49	3	0.02	80,410.32	0.01	7.00	
7.50 - 7.99	6	0.03	141,646.51	0.01	7.61	
8.00 - 8.49	5	0.03	111,137.74	0.01	8.00	
8.50 - 8.99	3	0.02	72,605.00	0.01	8.50	
9.50 - 9.99	1	0.01	15,485.28	0.00	9.50	
10.00 - 10.49	1	0.01	21,077.29	0.00	10.00	
Total	17,994	100.00	1,178,501,362.84	100.00		
Weighted average:					3.38 %	
Simple average:					3.48 %	
Minimum:					2.25 %	
Maximum:					10.00 %	
*Average nominal interest rate of the interval weighted by the outstanding principal						

d) Maximum nominal interest rates applicable to the mortgage loans.

The maximum nominal interest rates applicable to the mortgage loans as of March 29, 2005 range between 11.00% and 50.00%.

The following table shows the distribution of the mortgage loans in 0.5% maximum nominal interest rate intervals applicable for determining the nominal interest rate. No details are given of intervals with no contents.

Mortgage Loan portfolio as of March 29, 2005					
Classification by Applicable Maximum Nominal Interest Rates					
% Interest Rate Interval	Loans		Outstanding Principal (EUR)		Maximum % Int. Rate*
		%		%	
11.00 - 11.49	165	0.92	17,680,264.34	1.50	11,00
12.00 - 12.49	4,956	27.54	305,445,810.19	25.92	12,00
12.50 - 12.99	2	0.01	88,851.19	0.01	12,50
13.00 - 13.49	262	1.46	12,01+5,732.12	1.02	13,00
13.50 - 13.99	4	0.02	254,759.51	0.02	13,69
14.00 - 14.49	218	1.21	14,363,888.18	1.22	14,00
15.00 - 15.49	1,629	9.05	89,392,261.56	7.59	15,00
15.50 - 15.99	1	0.01	32,190.83	0.00	15,50
16.00 - 16.49	165	0.92	9,032,106.36	0.77	16,00
17.00 - 17.49	8	0.04	174,549.22	0.01	17,00
18.00 - 18.49	1,501	8.34	133,854,638.20	11.36	18,00
20.00 - 20.49	10	0.06	413,875.30	0.04	20,00
25.00 - 25.49	619	3.44	46,606,193.31	3.95	25,00
28.00 - 28.49	335	1.86	40,027,093.73	3.40	28,00
30.00 - 30.49	3,720	20.67	250,310,261.28	21.24	30,00
40.00 - 40.49	14	0.08	715,862.12	0.06	40,00
50.00 - 50.49	5	0.03	134,659.40	0.01	50,00
With no max. applicable NIR	4,380	24.34	257,958,366.00	21.89	-
Total	17,994	100.00	1,178,501,362.84	100.00	
* Average applicable maximum nominal interest rate of the interval weighted by the outstanding principal.					

e) Minimum nominal interest rates applicable to the mortgage loans.

The minimum nominal interest rates applicable to the mortgage loans as of March 29, 2005 range between 0.50% and 8.00%.

The following table shows the distribution of the mortgage loans in 0.50% minimum nominal interest rate intervals applicable for determining the nominal interest rate.

Mortgage Loan portfolio as of March 29, 2005						
Classification by Applicable Minimum Nominal Interest Rates						
% Interest Rate Interval	Loans		Outstanding Principal		Minimum % Int. Rate*	
		%	(EUR)	%		
0.50 - 0.99	1	0.01	39,779.24	0,00	0,50	
1.50 - 1.99	2	0.01	282,136.62	0,02	1,69	
2.00 - 2.49	76	0.42	9,594,237.01	0,81	2,19	
2.50 - 2.99	4,390	24.40	283,677,499.69	24,07	2,82	
3.00 - 3.49	1,275	7.09	95,869,965.87	8,13	3,06	
3.50 - 3.99	2,670	14.84	208,403,222.56	17,68	3,59	
4.00 - 4.49	793	4.41	43,091,582.20	3,66	4,07	
4.50 - 4.99	317	1.76	12,986,017.82	1,10	4,63	
5.00 - 5.49	341	1.90	10,679,046.41	0,91	5,00	
5.50 - 5.99	9	0.05	287,731.60	0,02	5,50	
6.00 - 6.49	17	0.09	455,359.78	0,04	6,04	
6.50 - 6.99	7	0.04	180,630.31	0,02	6,50	
7.00 - 7.49	3	0.02	80,410.32	0,01	7,00	
7.50 - 7.99	4	0.02	79,255.55	0,01	7,50	
8.00 - 8.49	6	0.03	120,111.88	0,01	8,00	
With no min, applicable NIR	8,083	44,92	512,674,375.98	43.50		
Total	17,994	100.00	1,178,501,362.84	100.00		

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

f) Benchmark indices applicable at present to the mortgage loans.

The following table shows the distribution of mortgage loans according to the benchmark index applicable to them for determining the nominal interest rate, specifying the weighted average margin which is added to the benchmark index relevant to that determination.

Mortgage Loan portfolio as of March 29, 2005					
Classification by Interest Rate Benchmark Index					
Benchmark Index	Loans		Outstanding Principal		%Margin * o/index
		%	(EUR)	%	
SCSV index	4	0.02	106,996.92	0.01	0.16
1Y Euribor/MIBOR index	13,004	72.27	925,152,676.41	78.50	0.87
6M Euribor/MIBOR index	39	0.22	799,335.57	0.07	1.42
Banks MLRI Index	2	0.01	80,442.02	0.01	0.20
Savings Banks MLRI Index	2,043	11.35	108,817,316.88	9.23	0.09
All Institutions MLRI Index	2,902	16.13	143,544,595.04	12.18	0.21
Total	17,994	100.00	1,178,501,362.84	100.00	

*Margin over average benchmark index weighted by the outstanding principal.

g) Mortgage loan origination dates and first and last final maturity dates, specifying the residual life of the mortgage loans as a whole.

Origination date.

The provisional portfolio mortgage loans were originated on dates comprised between 19.12.1991 and 19.11.2004, average portfolio age being 26.22 months as of March 29, 2005.

The following table shows the distribution of the mortgage loans arranged by six-monthly origination dates.

Mortgage Loan portfolio as of March 29, 2005				
Classification by loan origination year				
Originating Semester	Loans		Outstanding principal (EUR)	
		%		%
01/07/1991 to 31/12/1991	1	0.01	4,370.46	0.00
01/01/1992 to 30/06/1992	3	0.02	28,830.29	0.00
01/07/1992 to 31/12/1992	2	0.01	35,318.02	0.00
01/01/1993 to 30/06/1993	4	0.02	71,716.64	0.01
01/07/1993 to 31/12/1993	8	0.04	100,182.40	0.01
01/01/1994 to 30/06/1994	15	0.08	298,627.40	0.03
01/07/1994 to 31/12/1994	12	0.07	293,250.89	0.02
01/01/1995 to 30/06/1995	41	0.23	1,112,930.50	0.09
01/07/1995 to 31/12/1995	36	0.20	1,119,286.15	0.09
01/01/1996 to 30/06/1996	47	0.26	1,180,184.69	0.10
01/07/1996 to 31/12/1996	80	0.44	2,249,042.09	0.19
01/01/1997 to 30/06/1997	206	1.14	5,792,681.88	0.49
01/07/1997 to 31/12/1997	270	1.50	8,987,298.28	0.76
01/01/1998 to 30/06/1998	401	2.23	12,049,965.52	1.02
01/07/1998 to 31/12/1998	485	2.70	16,884,700.38	1.43
01/01/1999 to 30/06/1999	643	3.57	22,959,397.67	1.95
01/07/1999 to 31/12/1999	663	3.68	27,067,610.75	2.30
01/01/2000 to 30/06/2000	702	3.90	31,321,631.96	2.66
01/07/2000 to 31/12/2000	669	3.72	31,803,712.12	2.70
01/01/2001 to 30/06/2001	602	3.35	31,097,560.34	2.64
01/07/2001 to 31/12/2001	759	4.22	40,303,808.99	3.42
01/01/2002 to 30/06/2002	871	4.84	47,586,904.67	4.04
01/07/2002 to 31/12/2002	1,356	7.54	77,436,211.44	6.57
01/01/2003 to 30/06/2003	1,968	10.94	130,763,062.78	11.10
01/07/2003 to 31/12/2003	2,961	16.46	223,849,999.46	18.99
01/01/2004 to 30/06/2004	4,582	25.46	403,944,428.25	34.28
01/07/2004 to 31/12/2004	607	3.37	60,158,648.82	5.10
Total	17,994	100.00	1,178,501,362.84	100.00
Weighted average age		26.22	Months	
Maximum age	19/12/1991	159.41	Months	
Minimum age	19/11/2004	4.27	Months	

Final maturity date and residual life.

The final maturity of provisional portfolio mortgage loans falls on dates comprised between 29.12.2005 and 27.12.2034.

Loans are repaid throughout the life remaining until full repayment, during which period mortgagors must pay monthly instalments comprising capital repayment and interest.

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

The following table shows the distribution of the mortgage loans according to final repayment year.

Mortgage Loan portfolio as of March 29, 2005						
Classification by Final Repayment Year						
Repayment Year	Loans		Outstanding principal		Residual life*	
		%	(EUR)	%	Months	Date
2005	2	0.01	11,414.71	0.00	9.06	30/12/2005
2006	14	0.08	134,032.97	0.01	16.33	8/08/2006
2007	55	0.31	881,315.95	0.07	27.91	27/07/2007
2008	102	0.57	1,748,742.28	0.15	39.96	27/07/2008
2009	174	0.97	3,838,812.56	0.33	51.42	11/07/2009
2010	205	1.14	4,492,501.81	0.38	63.21	5/07/2010
2011	247	1.37	6,287,009.78	0.53	75.52	15/07/2011
2012	495	2.75	13,948,129.08	1.18	87.77	22/07/2012
2013	652	3.62	19,503,672.85	1.65	99.68	19/07/2013
2014	742	4.12	27,310,220.50	2.32	110.44	12/06/2014
2015	549	3.05	20,769,430.89	1.76	122.99	28/06/2015
2016	489	2.72	20,084,969.47	1.70	134.89	25/06/2016
2017	608	3.38	26,701,857.09	2.27	147.47	13/07/2017
2018	929	5.16	43,291,467.35	3.67	159.76	22/07/2018
2019	976	5.42	50,043,509.36	4.25	169.89	26/05/2019
2020	527	2.93	25,791,043.69	2.19	183.24	5/07/2020
2021	564	3.13	31,060,723.56	2.64	195.19	4/07/2021
2022	648	3.60	35,639,111.77	3.02	207.72	21/07/2022
2023	1,198	6.66	76,058,256.98	6.45	220.21	5/08/2023
2024	1,294	7.19	95,158,131.47	8.07	229.29	7/05/2024
2025	400	2.22	24,359,408.31	2.07	243.26	6/07/2025
2026	405	2.25	28,158,853.49	2.39	255.77	22/07/2026
2027	684	3.80	47,491,301.71	4.03	267.63	18/07/2027
2028	1,394	7.75	110,710,826.26	9.39	280.41	10/08/2028
2029	1,597	8.88	144,465,590.46	12.26	288.83	23/04/2029
2030	107	0.59	8,951,490.44	0.76	302.75	21/06/2030
2031	132	0.73	11,628,034.40	0.99	314.97	28/06/2031
2032	261	1.45	24,132,262.65	2.05	327.88	25/07/2032
2033	923	5.13	90,675,965.73	7.69	340.68	18/08/2033
2034	1,621	9.01	185,173,275.27	15.71	348.84	24/04/2034
Total	17,994	100.00	1,178,501,362.84	100.00		
	Weighted average:				252.01	
	Simple average:				219.54	
	Minimum:				9.03	29/12/2005
	Maximum:				356.96	27/12/2034

* Residual life (months and date) are averages weighted by the outstanding principal.

h) Specification of the maximum, minimum and average value of the ratio: “present loan amount/ appraisal value”.

The ratio of the outstanding principal amount to the appraisal value of the home securing the provisional portfolio mortgage loans as of March 29, 2005 ranged between 2.80% and 99.21%, the average ratio weighted by the outstanding principal on each loan being 61.84%.

The following table shows the distribution of mortgage loans according to 5.00% ratio intervals..

Mortgage Loan portfolio as of March 29, 2005					
Classification by Loan-to-Value Ratio					
Ratio Intervals	Loans		Outstanding Principal		Loan-to-Value*
		%	(EUR)	%	
0.01 - 5.00	17	0.09	236,742.49	0.02	4.39
5.01 - 10.00	119	0.66	1,948,408.18	0.17	8.26
10.01 - 15.00	224	1.24	4,835,058.26	0.41	12.89
15.01 - 20.00	382	2.12	10,465,069.02	0.89	17.69
20.01 - 25.00	452	2.51	14,526,749.32	1.23	22.62
25.01 - 30.00	592	3.29	21,765,091.47	1.85	27.58
30.01 - 35.00	881	4.90	36,784,307.61	3.12	32.86
35.01 - 40.00	1,125	6.25	50,971,718.46	4.33	37.59
40.01 - 45.00	1,193	6.63	62,895,578.65	5.34	42.60
45.01 - 50.00	1,285	7.14	69,854,496.16	5.93	47.65
50.01 - 55.00	1,425	7.92	87,874,068.18	7.46	52.50
55.01 - 60.00	1,542	8.57	105,357,969.59	8.94	57.54
60.01 - 65.00	1,660	9.23	112,261,302.35	9.53	62.59
65.01 - 70.00	1,835	10.20	133,830,332.99	11.36	67.51
70.01 - 75.00	2,070	11.50	163,862,371.46	13.90	72.63
75.01 - 80.00	2,717	15.10	244,393,162.36	20.74	77.20
80.01 - 85.00	142	0.79	16,299,962.14	1.38	82.21
85.01 - 90.00	132	0.73	15,161,117.22	1.29	87.65
90.01 - 95.00	117	0.65	14,612,934.54	1.24	92.63
95.01 - 100.00	84	0.47	10,564,922.39	0.90	97.17
Total	17,994	100.00	1,178,501,362.84	100.00	
	Weighted average:				61.84 %
	Simple average:				56.31 %
	Minimum:				2.80 %
	Maximum:				99.21 %
*Loan-to-Value Ratio lists averages weighted by the outstanding principal.					

i) **Specification of the geographical distribution of the current mortgage loan amount.**

The following table shows the geographical distribution of the mortgage loans, arranged by Autonomous Communities in which the homes securing the same are located.

In addition to the number of loans and the outstanding principal, the table contains the weighted average loan to value ratio value for loans with security located in each of the Autonomous Communities.

Mortgage Loan portfolio as of March 29, 2005					
Geographical Classification by Autonomous Communities					
Autonomous Community	Loans		Outstanding principal		Loan-to-Value*
		%	(EUR)	%	
Andalusia	7,342	40.80	434,508,679.76	36.87	61.03
Aragón	1,248	6.94	83,479,019.64	7.08	59.28
Asturies	248	1.38	13,896,734.49	1.18	58.21
Balearic Isles	388	2.16	44,902,534.90	3.81	70.28
Canaries	777	4.32	53,351,816.48	4.53	64.71
Cantabria	277	1.54	20,362,457.88	1.73	60.59
Catalonia	252	1.40	20,527,056.44	1.74	68.63
Basque Country	319	1.77	36,629,722.49	3.11	66.17
Extremadura	2	0.01	117,458.10	0.01	72.05
Galicia	11	0.06	706,024.85	0.06	59.22
Castile-León	1,338	7.44	91,829,713.88	7.79	62.65
Madrid	79	0.44	8,179,805.95	0.69	57.11

Mortgage Loan portfolio as of March 29, 2005					
Geographical Classification by Autonomous Communities					
Autonomous Community	Loans		Outstanding principal		Loan-to-Value*
		%	(EUR)	%	
Castile La Mancha	135	0.75	10,107,974.27	0.86	65.34
Murcia	62	0.34	6,407,547.87	0.54	67.63
Navarre	587	3.26	53,049,941.69	4.50	59.68
La Rioja	512	2.85	42,784,389.82	3.63	62.21
Valencian Community	4,417	24.55	257,660,484.33	21.86	62.55
Total	17,994	100.00	1,178,501,362.84	100.00	

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

It follows from the above table that the highest geographical concentration lies in the Andalusian Community, at 36.87%, in terms of outstanding principal of the selected portfolio, followed by the Valencia Community at 21.86%.

- j) **Specification as to whether there are delays in collecting mortgage loan principal or interest instalments and, as the case may be, amount of the current principal of the delayed loans in excess of 30, 60 and 90 days.**

The following table shows the number of loans and the outstanding principal on provisional portfolio loans in regard to which there was any delay in payment of amounts due as of March 29, 2005.

Mortgage Loan portfolio as of March 29, 2005			
Arrears in payment of instalments due			
Months in arrears	Loans	Outstanding Principal *	Overdue Principal*
1 to 15 days	478	32,641,302.43	96,491.79
16 to 30 days	245	16,659,958.98	48,133.56
31 to 60 days	101	7,163,610.06	38,836.29
61 to 90 days	26	2,095,181.91	21,519.76
Total	850	58,560,053.38	204,981.40

* In EUR.

As declared by the Originators in section IV.1.1 (24), none of the Mortgage Loans that will finally back the issue of Mortgage Certificates and Pass-Through Certificates for the Fund to be constituted shall have overdue payments on the date of issue in excess of one (1) month.

CHAPTER V

INFORMATION ON THE ECONOMIC AND FINANCIAL OPERATION OF THE FUND

V.1 Synoptic chart describing the various assumptions and most likely estimated performance of the economic and financial flows of the Fund:

Initial balance sheet of the Fund.

The balance sheet of the Fund, in euros, on the Closing Date will be as follows assuming that all set-up and Bond issuance expenses are met that day:

ASSETS		LIABILITIES	
Fixed Assets	1,102,200,000.00	Bond Issue	1,100,000,000.00
Mortgage Certificates & Pass-Through Certificates (adjustment excess to 119,652.09)	1,100,119,652.09	Series A1 Bonds	957,100,000.00
Set-up and issuance expenses	2,080,347.91	Series A2 Bonds	100,000,000.00
		Series B Bonds	19,200,000.00
		Series C Bonds	23,700,000.00
Current Assets	13,370,000.00	Other long-term liabilities	15,570,000.00
Treasury Account *	13,370,000.00	Start-Up Loan	4,130,000.00
Accrued interest receivable **		Subordinated Loan	11,440,000.00
		Short-term creditors	to be determined
		Mortgage Loan interest accrued **	to be determined
Total assets	1,115,570,000.00	Total liabilities	1,115,570,000.00
MEMORANDUM ACCOUNTS			
Cash Reserve	12,930,000.00		
Interest Swap collections	to be determined		
Interest Swap payments	to be determined		

(Amounts in EUR)

* Assuming that Fund constitution and Bond issuance expenses are all met on the Closing Date.

** As set forth in section IV.1.2 of the Offering Circular.

V.1.1 Assumptions made in relation to the performance of the Mortgage Loans and the transactions arranged for on behalf of the Fund.

The tables shown in section V.1.3 below relate to one of the possible scenarios that could, in relation to the income and payments made and received by the Fund, arise during the term of the Fund and this Bond Issue.

The following assumptions have been made in preparing these Bond servicing and Fund cash flow tables:

a) Mortgage Certificates and Pass-Through Certificates: Mortgage Loans.

- (i) Outstanding principal as of March 29, 2005 from which the Mortgage Loans backing the issue of Mortgage Certificates and Pass-Through Certificates will be taken: EUR 1,178,501,362.84.
- (ii) Interest rate: 3.38% (weighted average interest rate % of the selected loan portfolio as of March 29, 2005).
- (iii) CPR: 8.00%, 10.00% and 12.00% per annum.
- (iv) Delinquency rate: 0.10% per annum.

- (v) Defaults considered bad debts: 0%.

b) Bond Issue.

- (i) Amount: EUR 1,100,000,000.00.

	Face Amount (EUR)
Series A1 Bonds	957,100,000.00
Series A2 Bonds	100,000,000.00
Series B Bonds	19,200,000.00
Series C Bonds	23,700,000.00
Total	1,100,000,000.00

- (ii) Interest rate: floating interest rate for the outstanding balances of each of Bond Series A1, A2, B and C, assuming that the interest rates in each Series remain constant as follows for the first Series A1, B and C Interest Accrual Period and for the first Series A2 interest accrual period.

	Series A1 Bonds	Series A2 Bonds	Series B Bonds	Series C Bonds
Nominal interest rate	2.228%	2.105%	2.388%	2.738%

For successive Series A1, B and C Interest Accrual Periods and successive Series A2 interest accrual periods, the floating nominal interest rate for the Bonds is assumed constant as follows for each Series:

	Series A1 Bonds	Series A2 Bonds	Series B Bonds	Series C Bonds
Nominal interest rate	2.236%	2.121%	2.396%	2.746%

- (iii) Exercise by the Management Company of the early amortisation option of the Bonds in each of the Series is assumed when the Outstanding Balance of the Mortgage Loans is less than 10% of their initial amount.

d) Ancillary agreements.

(i) Treasury Account and Collection Accounts.

- It is assumed that the Treasury Account shall be maintained at BANCO COOPERATIVO and that no Collection Account shall be opened.
- Interest rate: it is assumed to remain constant at 2.077% for remunerating all the amounts credited to the Treasury Account.

(ii) Start-Up Loan.

- Amount: EUR four million one hundred and thirty thousand (4,130,000.00) which shall be allocated to financing the expenses of setting up the Fund and issuing the Bonds (approximately EUR 2,080,347.91), to partially financing the subscription for the Mortgage Certificates and the Pass-Through Certificates and the balance to cover the timing differences between collection of interest on the Mortgage Certificates and the Pass-Through Certificates and payment of interest on the Bonds (EUR 1,930,000.00)
- Interest rate: it is assumed to remain constant at 3.137%.
- Repayment: principal is repaid quarterly for the first five (5) years after the Fund is constituted.

(iii) Subordinated Loan.

- Amount: EUR eleven million four hundred and forty thousand (11,440,000.00) which shall be used for provisioning the Cash Reserve.

- Interest rate: it is assumed to remain constant at 3.137%.
- Repayment: principal shall be repaid on each of the Payment Dates in the same amount of the Cash Reserve reduction.

(iv) Interest Swap.

- In calculating the interest payable by the Fund, the Party A Interest Rate is applied to the Party A Nominal Amount, as the concept is defined in section V.3.3.3..
- In calculating the interest received by the Fund, the following assumptions contained in section V.1.1.a) are made. Consequently, BANCO COOPERATIVO shall pay to the Fund the Party B Interest Rate on the Nominal Amount described in section V.3.3.5.1

(v) Cash Reserve.

Cash Reserve: EUR 11,440,000.00, to be reduced on each Payment Date, thereby for its amount to be equal to the lower of EUR 11,440,000.00 and an amount equivalent to 2.08% of the Outstanding Principal Balance of the Bond Issue up to EUR 5,720,000.00.

e) Expenses, fees and margin.

- (i) Mortgage Loan servicing fee: 0.01% per annum on the average daily Outstanding Balance of the Mortgage Certificates and of the Pass-Through Certificates during each Interest Accrual Period for the relevant Payment Date, inclusive of VAT.
- (ii) Financial Intermediation Margin: variable amount settled quarterly on each Payment Date, to be accrued every year in an amount equal to the positive difference, if any, between the income and expenditure of the Fund before its official accounts are closed.
- (iii) Management Company Fee: 0.021% per annum on the Outstanding Principal Balance of the Bonds, with a maximum annual amount of EUR 161,250.00, and an assumed yearly Retail Price Index of 2.250%.
- (iv) Mortgage Certificate and Pass-Through Certificate custody fee: 0.01 per thousand, inclusive of taxes, if any, on the average daily Outstanding Balance of the Mortgage Certificates and the Pass-Through Certificates during each Interest Accrual Period, payable on each Payment Date.
- (v) Expenses of auditing the Fund's annual accounts, monitoring the Bond rating, and publishing notices: approximately EUR 20,880 per annum, and an assumed yearly Retail Price Index of 2.50%.
- (vi) Bond Paying Agent Fee: EUR 600.00 on each Payment Date.

V.1.2 Analysis of and comments on the impact that potential changes in the assumptions described in the preceding point would have on the financial balance of the Fund.

In order to hedge the contingent credit risk due to delinquency and default on the Mortgage Loans, it has been resolved to set up a Cash Reserve, initially provisioned by drawing under the Subordinated Loan in order to fulfil on each Payment Date, upon a shortfall of Available Funds, certain of the Fund's payment or withholding obligations, which include Bond interest and principal payment. Moreover, the deferred interest payment and principal repayment of the Series C Bonds with respect to the Class A Bonds and the Series B Bonds, and of the Series B Bonds with respect to the Class A Bonds derived from their position in the Priority of Payments or in the application of Liquidation Available Funds in the Liquidation Priority of Payments of the Fund, is a mechanism for hedging the different Series.

As for the incidence the prepayment of the Mortgage Loans might have on the Bonds, section II.12.a) of this Offering Circular contains a table showing the performance as to average life and duration of the Bonds for different effective constant annual early amortisation or prepayment rates (CPRs).

In general, the quality of the Mortgage Certificates and of the Pass-Through Certificates and the mechanisms in place for maintaining the financial balance of the Fund are such that no extreme prepayment, or

delinquency and default rates should reasonably be considered resulting, upon both the prepayment risk and the risk of delinquency on the loans being properly transferred, in the financial structure of the Fund being imbalanced. Nevertheless, the ratings assigned by the Rating Agencies to each of the Bond Series express the Rating Agencies' opinion about the Fund's capacity to meet payments of interest as they fall due on each set Payment Date and of the principal during the life of the transaction.

V.1.3 Number outline of the cash flow of the Fund.

The number outline set forth hereinafter relates to collections and payments derived from the application of a cash policy, for ease of understanding of the investor, though in accordance with the provisions of section V.2 of this Offering Circular, the Fund will apportion income and expenditure in time in accordance with the accruals principle.

This outline is based not only on the assumptions referred to in section V.1.1 above but also on those assumptions remaining constant throughout the life of the Fund, whereas it is well-known that the relevant variables, particularly interest rates of the Bonds in all Series, and actual prepayment rates of the Mortgage Loans are subject to continual changes.

Now, therefore, the value of that number outline is merely illustrative.

**FUND CASH FLOWS
(AMOUNTS IN EUR)**

CPR = 8.00%

06-May-05 1,100,000,000.00 Bond Issue
4,130,000.00 Start-Up Loan
11,440,000.00 Subordinated Loan

COLLECTIONS							
Cash Reserve Balance	Loan Outstanding Balance	Date	Loan Principal Repayment	Mortgage Loan Interest	Reinvestment Interest	Cash Reserve Reduction	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
TOTALS:			1,100,000,000.00	206,703,523.40	6,086,117.29	11,440,000.00	1,324,229,640.69
11,440,000.00	1,087,636,213.89	15-Jun-2005	12,583,786.11	3,511,513.55	51,582.30	0.00	15,926,881.97
11,440,000.00	1,054,050,024.67	15-Sep-2005	33,586,189.22	8,047,692.39	178,977.33	0.00	41,812,858.95
11,440,000.00	1,021,526,488.54	15-Dec-2005	32,523,536.13	7,738,844.28	173,443.54	0.00	40,435,823.95
11,440,000.00	990,033,526.69	15-Mar-2006	31,492,961.85	7,438,973.70	167,258.14	0.00	39,099,193.69
11,440,000.00	958,875,250.99	15-Jun-2006	31,158,275.69	7,323,542.18	169,774.24	0.00	38,651,592.11
11,440,000.00	928,498,219.90	15-Sep-2006	30,377,031.09	7,093,070.14	167,307.10	0.00	37,637,408.33
11,440,000.00	899,090,506.41	15-Dec-2006	29,407,713.49	6,815,621.08	162,215.07	0.00	36,385,549.64
11,440,000.00	870,620,213.50	15-Mar-2007	28,470,292.90	6,546,051.31	156,530.27	0.00	35,172,874.49
11,440,000.00	842,480,292.04	15-Jun-2007	28,139,921.47	6,438,899.83	158,872.77	0.00	34,737,694.07
11,440,000.00	815,070,894.45	17-Sep-2007	27,409,397.59	6,328,332.45	162,038.16	0.00	33,899,768.19
11,440,000.00	788,558,304.56	17-Dec-2007	26,512,589.89	5,980,009.63	155,797.83	0.00	32,648,397.34
11,440,000.00	762,731,313.29	17-Mar-2008	25,826,991.27	5,783,842.08	152,579.45	0.00	31,763,412.80
11,440,000.00	737,407,427.24	16-Jun-2008	25,323,886.05	5,593,779.80	149,962.95	0.00	31,067,628.59
11,440,000.00	712,755,258.88	15-Sep-2008	24,652,168.36	5,407,748.35	145,983.63	0.00	30,205,900.34
11,440,000.00	688,908,245.42	15-Dec-2008	23,847,013.46	5,226,492.86	142,319.62	0.00	29,215,825.94
11,440,000.00	665,849,439.11	16-Mar-2009	23,058,806.31	5,050,414.58	139,882.06	0.00	28,249,102.95
11,440,000.00	643,116,566.23	15-Jun-2009	22,732,872.88	4,880,560.49	138,823.44	0.00	27,752,256.81
11,440,000.00	621,006,602.02	15-Sep-2009	22,109,964.21	4,750,938.07	137,573.36	0.00	26,998,475.65
11,440,000.00	599,640,501.12	15-Dec-2009	21,366,100.89	4,551,168.42	133,554.12	0.00	26,050,823.43
11,440,000.00	578,993,151.44	15-Mar-2010	20,647,349.68	4,358,742.39	129,104.05	0.00	25,135,196.12
11,440,000.00	558,649,323.07	15-Jun-2010	20,343,826.37	4,274,993.21	131,026.67	0.00	24,749,848.24
11,208,477.46	538,869,108.65	15-Sep-2010	19,780,214.42	4,124,451.91	129,283.43	231,522.54	24,265,472.30
10,810,918.84	519,755,713.25	15-Dec-2010	19,113,395.40	3,946,736.31	124,361.10	397,558.62	23,582,051.43
10,426,707.19	501,283,999.54	15-Mar-2011	18,471,713.71	3,775,608.21	118,193.55	384,211.65	22,749,727.11
10,048,412.27	483,096,743.86	15-Jun-2011	18,187,255.69	3,698,730.24	117,853.17	378,294.92	22,382,134.02
9,680,879.46	465,426,897.24	15-Sep-2011	17,669,846.62	3,564,187.61	114,201.43	367,532.81	21,715,768.47
9,325,876.12	448,359,428.83	15-Dec-2011	17,067,468.41	3,406,423.69	108,923.36	355,003.34	20,937,818.79
8,980,947.81	431,776,336.81	15-Mar-2012	16,583,092.02	3,280,385.05	104,867.07	344,928.31	20,313,272.46
8,644,175.84	415,585,376.83	15-Jun-2012	16,190,959.97	3,183,564.04	102,952.90	336,771.97	19,814,248.88
8,317,711.04	399,889,954.00	17-Sep-2012	15,895,422.83	3,112,013.85	102,923.53	326,464.79	19,236,825.01
8,003,185.68	384,768,542.23	17-Dec-2012	15,121,411.77	2,924,774.15	97,025.70	314,525.36	18,457,736.99
7,700,205.24	370,202,175.21	15-Mar-2013	14,566,367.02	2,746,687.28	88,901.05	302,980.43	17,704,935.79
7,403,071.54	355,916,900.75	17-Jun-2013	14,285,274.46	2,770,610.58	92,355.56	297,133.71	17,445,374.31
7,115,616.60	342,096,951.71	16-Sep-2013	13,819,949.04	2,601,768.35	86,921.07	287,454.94	16,796,093.40
6,839,101.38	328,802,950.85	16-Dec-2013	13,294,000.86	2,500,520.06	83,063.25	276,515.22	16,154,099.39
6,573,110.58	316,014,931.87	17-Mar-2014	12,788,018.99	2,402,745.23	79,937.07	265,990.79	15,536,692.08
6,313,586.95	303,537,834.22	16-Jun-2014	12,477,097.64	2,308,986.32	77,603.03	259,523.63	15,123,210.63
6,063,415.57	291,510,364.11	15-Sep-2014	12,027,470.11	2,217,833.56	73,942.47	250,171.38	14,569,417.51
5,823,049.31	279,954,293.98	15-Dec-2014	11,556,070.13	2,129,782.69	70,578.70	240,366.26	13,996,797.78
5,720,000.00	268,824,645.58	16-Mar-2015	11,129,648.40	2,044,752.06	67,915.32	103,049.31	13,345,365.09
5,720,000.00	257,933,165.00	15-Jun-2015	10,891,480.58	1,963,022.96	66,677.05	0.00	12,921,180.59
5,720,000.00	247,398,942.56	15-Sep-2015	10,534,222.44	1,898,171.40	65,941.46	0.00	12,498,335.30
5,720,000.00	237,258,351.94	15-Dec-2015	10,140,590.62	1,806,072.80	63,895.85	0.00	12,010,559.26
5,720,000.00	227,441,950.26	15-Mar-2016	9,816,401.69	1,731,386.21	62,507.81	0.00	11,610,295.71
5,720,000.00	217,891,243.94	15-Jun-2016	9,550,706.31	1,672,512.19	62,421.44	0.00	11,285,639.94
5,720,000.00	208,662,532.38	15-Sep-2016	9,228,711.56	1,602,063.24	61,456.41	0.00	10,892,231.21
5,720,000.00	199,767,446.92	15-Dec-2016	8,895,085.46	1,521,811.95	59,653.17	0.00	10,476,550.58
5,720,000.00	191,203,135.22	15-Mar-2017	8,564,311.70	1,444,875.78	57,639.11	0.00	10,066,826.59
5,720,000.00	182,833,111.35	15-Jun-2017	8,370,023.87	1,404,544.77	58,379.79	0.00	9,832,948.44
5,720,000.00	174,746,828.27	15-Sep-2017	8,086,283.08	1,342,798.99	57,537.81	0.00	9,486,619.89
5,720,000.00	166,976,756.69	15-Dec-2017	7,770,071.57	1,273,062.36	55,856.19	0.00	9,098,990.12
5,720,000.00	159,514,912.09	15-Mar-2018	7,461,844.60	1,206,404.45	53,995.02	0.00	8,722,244.07
5,720,000.00	152,246,257.25	15-Jun-2018	7,268,654.84	1,170,509.36	54,670.89	0.00	8,493,835.10
5,720,000.00	145,255,845.86	17-Sep-2018	6,990,411.39	1,134,530.23	55,523.75	0.00	8,180,465.37
5,720,000.00	138,571,210.77	17-Dec-2018	6,684,635.08	1,057,228.69	53,199.92	0.00	7,795,063.70
5,720,000.00	132,186,977.23	15-Mar-2019	6,384,233.54	984,384.27	49,853.51	0.00	7,418,471.32
5,720,000.00	126,025,256.05	17-Jun-2019	6,161,721.18	984,540.13	52,602.23	0.00	7,198,863.54
5,720,000.00	120,149,584.42	16-Sep-2019	5,875,671.63	916,985.08	50,289.26	0.00	6,842,945.98
5,720,000.00	114,524,860.30	16-Dec-2019	5,624,724.12	874,095.86	49,212.95	0.00	6,548,032.93
0.00	0.00	16-Mar-2020	114,524,860.30	832,730.88	48,394.81	5,720,000.00	121,125,985.98

This is a Certified Translation into English of the Spanish Offering Circular. No document other than the Spanish Offering Circular approved by the Comisión Nacional del Mercado de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.

**FUND CASH FLOWS
(AMOUNTS IN EUR)**

CPR = 8.00%

1,100,000,000.00 Mortgage Loan acquisition payment
4,010,347.91 Initial Expenses (- timing difference)
11,440,000.00 Cash Reserve set up

Date	PAYMENTS														Start-Up Loan Interest	Start-Up Loan Repayment	Subord. Loan Interest	Subord. Loan Repayment	ML Servicing Fee	Finan. Intern. Margin	Total			
	Current Expenses	Series A1				Series A2				Series B				Series C										
		(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)								(23)	(24)	(25)
TOTALS:	1,904,353.61	135,454,621.77	14,487,168.38	4,837,138.11	6,837,210.76	957,100,000.00	100,000,000.00	19,200,000.00	23,700,000.00	0.00	0.00	0.00	326,720.34	4,130,000.00	4,049,249.43	11,440,000.00	690,103.18	40,073,075.11	1,324,229,640.69					
15-Jun-2005	52,749.08	2,367,227.33	233,888.89	50,901.33	72,048.00	12,363,786.11	0.00	0.00	0.00	14,395.34	206,500.00	39,874.76	0.00	14,107.48	511,403.64	0.00	14,107.48	511,403.64	15,526,881.97					
15-Sep-2005	43,297.55	5,437,061.88	546,122.22	118,348.80	167,285.13	33,596,189.22	0.00	0.00	0.00	31,453.83	206,500.00	91,711.94	0.00	28,850.53	1,558,037.84	0.00	28,850.53	1,558,037.84	41,812,858.95					
15-Dec-2005	43,186.20	5,186,772.13	540,186.11	117,062.40	165,466.82	32,523,536.13	0.00	0.00	0.00	29,474.47	206,500.00	90,715.07	0.00	26,737.01	1,507,187.62	0.00	26,737.01	1,507,187.62	40,435,823.95					
15-Mar-2006	43,078.85	4,946,667.13	534,250.00	115,776.00	163,648.50	31,492,961.85	0.00	0.00	0.00	27,531.10	206,500.00	89,718.20	0.00	24,663.53	1,454,398.53	0.00	24,663.53	1,454,398.53	39,099,193.69					
15-Jun-2006	64,457.42	4,875,347.57	546,122.22	118,348.80	167,285.13	31,158,275.69	0.00	0.00	0.00	26,487.43	206,500.00	91,711.94	0.00	24,429.22	1,372,626.68	0.00	24,429.22	1,372,626.68	38,651,592.11					
15-Sep-2006	42,978.39	4,696,028.23	546,122.22	118,348.80	167,285.13	30,377,031.09	0.00	0.00	0.00	24,831.97	206,500.00	91,711.94	0.00	23,658.87	1,342,911.68	0.00	23,658.87	1,342,911.68	37,637,408.33					
15-Dec-2006	42,878.37	4,472,061.51	540,186.11	117,062.40	165,466.82	29,407,713.49	0.00	0.00	0.00	22,924.59	206,500.00	90,715.07	0.00	22,658.71	1,297,382.57	0.00	22,658.71	1,297,382.57	36,385,549.64					
15-Mar-2007	42,782.00	4,257,352.55	534,250.00	115,776.00	163,648.50	28,470,292.90	0.00	0.00	0.00	21,053.19	206,500.00	89,718.20	0.00	21,695.04	1,249,806.10	0.00	21,695.04	1,249,806.10	35,172,874.49					
15-Jun-2007	64,696.57	4,188,110.69	546,122.22	118,348.80	167,285.13	28,139,921.47	0.00	0.00	0.00	19,865.58	206,500.00	91,711.94	0.00	21,470.17	1,173,661.52	0.00	21,470.17	1,173,661.52	34,737,694.07					
17-Sep-2007	42,735.14	4,113,687.58	557,994.44	120,921.60	170,921.77	27,409,397.59	0.00	0.00	0.00	18,605.98	206,500.00	91,711.94	0.00	21,226.41	1,146,065.75	0.00	21,226.41	1,146,065.75	33,899,768.19					
17-Dec-2007	42,600.40	3,826,370.16	540,186.11	117,062.40	165,466.82	26,512,589.89	0.00	0.00	0.00	16,374.70	206,500.00	90,715.07	0.00	19,879.00	1,110,652.52	0.00	19,879.00	1,110,652.52	32,648,397.34					
17-Mar-2008	42,635.15	3,675,445.77	540,186.11	117,062.40	165,466.82	25,826,991.27	0.00	0.00	0.00	14,737.23	206,500.00	90,715.07	0.00	19,226.46	1,064,546.53	0.00	19,226.46	1,064,546.53	31,763,412.80					
16-Jun-2008	64,957.36	3,526,424.19	540,186.11	117,062.40	165,466.82	25,323,886.05	3,000,000.00	0.00	0.00	13,099.76	206,500.00	91,711.94	0.00	18,593.86	997,740.11	0.00	18,593.86	997,740.11	31,067,628.59					
15-Sep-2008	41,241.56	3,401,344.22	523,980.53	117,062.40	165,466.82	24,652,168.36	3,000,000.00	0.00	0.00	11,462.29	206,500.00	91,711.94	0.00	17,975.11	979,967.12	0.00	17,975.11	979,967.12	30,205,900.34					
15-Dec-2008	39,872.68	3,275,088.05	507,774.94	117,062.40	165,466.82	24,047,013.46	3,000,000.00	0.00	0.00	9,824.62	206,500.00	90,715.07	0.00	17,372.57	936,135.12	0.00	17,372.57	936,135.12	29,215,825.94					
16-Mar-2009	38,548.27	3,159,415.27	491,569.36	117,062.40	165,466.82	23,558,806.31	3,000,000.00	0.00	0.00	8,187.35	206,500.00	89,718.20	0.00	16,787.26	897,041.71	0.00	16,787.26	897,041.71	28,249,102.95					
15-Jun-2009	60,315.28	3,045,229.40	475,363.78	117,062.40	165,466.82	23,072,872.88	3,000,000.00	0.00	0.00	6,549.88	206,500.00	91,711.94	0.00	15,221.54	834,962.79	0.00	15,221.54	834,962.79	27,152,256.81					
15-Sep-2009	36,397.79	2,965,128.58	464,203.89	118,348.80	167,285.13	22,601,964.21	3,000,000.00	0.00	0.00	4,966.39	206,500.00	91,711.94	0.00	14,538.63	818,130.28	0.00	14,538.63	818,130.28	26,098,475.65					
15-Dec-2009	34,777.74	2,824,114.39	442,952.61	117,062.40	165,466.82	22,136,100.89	3,000,000.00	0.00	0.00	3,274.94	206,500.00	90,715.07	0.00	13,126.44	784,732.12	0.00	13,126.44	784,732.12	25,050,823.43					
15-Mar-2010	33,225.32	2,689,679.02	422,057.50	115,776.00	163,648.50	21,747,349.68	3,000,000.00	0.00	0.00	1,619.48	206,500.00	89,718.20	0.00	14,444.92	751,180.50	0.00	14,444.92	751,180.50	23,969,126.12					
15-Jun-2010	56,421.52	2,650,764.76	412,322.28	118,348.80	167,285.13	21,280,214.42	3,500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	11,911.94	740,142.80	0.00	11,911.94	740,142.80	22,949,848.24					
15-Sep-2010	31,655.73	2,553,826.66	393,208.00	118,348.80	167,285.13	20,820,214.42	3,500,000.00	0.00	0.00	0.00	0.00	0.00	0.00	11,711.94	731,522.54	0.00	11,711.94	731,522.54	22,015,472.30					
15-Dec-2010	30,216.50	2,433,391.65	370,027.49	117,062.40	165,466.82	20,354,343.03	3,500,000.00	1,055,328.05	1,303,726.32	0.00	0.00	0.00	0.00	10,879.18	697,558.62	0.00	10,879.18	697,558.62	21,052,937.12					
15-Mar-2011	28,838.02	2,332,029.14	347,262.50	109,412.37	154,646.27	19,880,920.04	3,600,000.00	644,847.53	795,946.14	0.00	0.00	0.00	0.00	8,748.63	648,211.65	0.00	8,748.63	648,211.65	20,249,751.43					
15-Jun-2011	52,649.49	2,306,555.57	335,319.04	107,888.92	152,464.71	19,416,649.75	3,600,000.00	634,917.10	783,688.85	0.00	0.00	0.00	0.00	8,388.59	638,294.92	0.00	8,388.59	638,294.92	19,312,748.07					
15-Sep-2011	27,414.17	2,230,768.53	315,658.64	103,955.29	146,933.09	18,961,598.58	3,600,000.00	616,854.35	761,393.69	0.00	0.00	0.00	0.00	8,055.89	627,532.81	0.00	8,055.89	627,532.81	18,485,130.22					
15-Dec-2011	26,138.34	2,134,273.42	292,780.87	99,064.38	140,020.15	18,506,205.87	3,700,000.00	595,825.32	735,437.21	0.00	0.00	0.00	0.00	7,665.88	615,003.34	0.00	7,665.88	615,003.34	17,670,218.79					
15-Mar-2012	25,190.42	2,065,756.65	272,793.99	95,431.63	134,885.53	18,059,610.85	3,700,000.00	578,915.74	714,565.44	0.00	0.00	0.00	0.00	7,350.83	604,928.31	0.00	7,350.83	604,928.31	16,859,342.99					
15-Jun-2012	49,352.77	2,021,757.77	255,585.20	92,911.89	131,324.07	17,602,065.10	3,700,000.00	565,226.41	697,668.47	0.00	0.00	0.00	0.00	7,198.26	593,771.97	0.00	7,198.26	593,771.97	16,042,248.88					
17-Sep-2012	24,131.24	1,999,685.51	240,495.61	91,371.92	129,147.43	17,161,179.85	3,800,000.00	547,927.21	676,315.77	0.00	0.00	0.00	0.00	6,928.44	584,464.79	0.00	6,928.44	584,464.79	15,296,374.12					
17-Dec-2012	22,499.26	1,875,119.48	212,293.14	85,115.09	120,303.86	16,714,941.65	3,800,000.00	527,888.48	651,581.63	0.00	0.00	0.00	0.00	6,596.44	574,525.36	0.00	6,596.44	574,525.36	14,517,736.99					
15-Mar-2013	20,955.41	1,757,472.09	185,444.11	79,196.66	111,938.61	16,280,190.39	3,800,000.00	508,511.87	627,864.75	0.00	0.00	0.00	0.00	6,276.98	564,980.43	0.00	6,276.98	564,980.43	13,770,935.79					
17-Jun-2013	46,968.46	1,620,672.07	176,884.24	81,393.83	115,044.14	15,821,023.05	3,900,000.00	498,698.93	615,552.48	0.00	0.00	0.00	0.00	6,170.83	557,131.71	0.00	6,170.83	557,131.71	13,025,374.31					
16-Sep-2013	20,057.62	1,709,789.70	150,171.74	75,755.58	107,074.90	15,391,993.01	3,900,000.00	482,454.42	595,501.60	0.00	0.00	0.00	0.00	5,934.78	548,454.94	0.00	5,934.78	548,454.94	12,296,093.40					
16-Dec-2013	19,290.37	1,659,456.16	129,104.48	72,814.06	102,917.27	14,957,068.79	3,900,000.00	464,093.57	572,838.50	0.00	0.00	0.00	0.00	5,642.27	538,515.22	0.00	5,642.27	538,515.22	11,564,099.39					
17-Mar-2014	18,552.20	1,611,883.09	108,037.22	69,984.48	98,917.87	14,530,553.50	4,000,000.00	446,429.74	551,035.74	0.00	0.00	0.00	0.00	5,335.65	529,990.79	0.00	5,335.65	529,990.79	10,836,692.88					
16-Jun-2014	43,918.43	1,567,534.93	86,429.78	67,262.60	95,070.69	14,113,884.03	4,000,000.00	435,575.48	537,638.14	0.00	0.00	0.00	0.00	5,025.61	520,523.63	0.00	5,025.61	520,523.63	10,115,210.63					
15-Sep-2014	17,149.56	1,524,818.65	84,822.33	64,006.90	91,317.05	13,709,327.44	4,000,000.00	419,878.98	518,263.69	0.00	0.00	0.00	0.00	5,014.62	510,171.38	0.00	5,014.62							

**FUND CASH FLOWS
(AMOUNTS IN EUR)**

CPR = 10.00%

06-May-05 1,100,000,000.00 Bond Issue
4,130,000.00 Start-Up Loan
11,440,000.00 Subordinated Loan

			COLLECTIONS				
Cash Reserve Balance	Loan Outstanding Balance	Date	Loan Principal Reypment	Mortgage Loan Interest	Reinvestment Interest	Cash Reserve Reduction	Total
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
TOTALES:			1,100,000,000.00	182,069,534.17	5,710,925.04	11,440,000.00	1,299,220,459.21
11,440,000.00	1,085,535,485.08	15-Jun-2005	14,464,514.92	3,509,791.45	53,574.58	0.00	18,027,880.96
11,440,000.00	1,046,182,275.54	15-Sep-2005	39,353,209.54	8,006,813.30	194,698.87	0.00	47,554,721.72
11,440,000.00	1,008,341,575.15	15-Dec-2005	37,840,700.38	7,656,982.07	187,700.44	0.00	45,685,382.89
11,440,000.00	971,954,641.68	15-Mar-2006	36,386,933.47	7,319,745.74	180,155.96	0.00	43,886,835.17
11,440,000.00	936,146,185.78	15-Jun-2006	35,808,455.90	7,166,948.12	182,086.95	0.00	43,157,490.97
11,440,000.00	901,463,094.33	15-Sep-2006	34,683,091.45	6,903,058.32	178,568.19	0.00	41,764,717.95
11,440,000.00	868,123,713.56	15-Dec-2006	33,339,380.77	6,596,429.48	172,289.60	0.00	40,108,099.85
11,440,000.00	836,073,343.08	15-Mar-2007	32,050,370.48	6,300,638.16	165,523.90	0.00	38,516,532.55
11,440,000.00	804,563,150.95	15-Jun-2007	31,510,192.13	6,163,778.54	167,320.90	0.00	37,841,291.57
11,440,000.00	774,070,237.79	17-Sep-2007	30,492,913.16	6,024,413.59	169,940.10	0.00	36,687,266.85
11,440,000.00	744,782,541.50	17-Dec-2007	29,287,696.29	5,661,393.23	162,713.27	0.00	35,111,802.80
11,440,000.00	716,436,631.80	17-Mar-2008	28,345,909.70	5,445,414.43	158,738.41	0.00	33,950,062.53
11,440,000.00	688,807,415.28	16-Jun-2008	27,629,216.53	5,237,606.76	155,352.23	0.00	33,022,175.52
11,440,000.00	662,086,398.26	15-Sep-2008	26,721,017.01	5,035,434.48	150,542.84	0.00	31,906,994.33
11,440,000.00	636,422,654.44	15-Dec-2008	25,663,743.83	4,839,727.26	146,135.11	0.00	30,649,606.20
11,440,000.00	611,781,581.09	16-Mar-2009	24,641,073.34	4,650,890.42	143,126.34	0.00	29,435,090.11
11,440,000.00	587,615,803.69	15-Jun-2009	24,165,777.40	4,470,038.11	141,542.68	0.00	28,777,358.19
11,440,000.00	564,265,148.09	15-Sep-2009	23,350,655.60	4,327,243.97	139,711.80	0.00	27,817,611.38
11,270,693.46	541,860,262.53	15-Dec-2009	22,404,885.55	4,122,361.27	135,124.66	169,306.54	26,831,678.02
10,823,520.46	520,361,560.46	15-Mar-2010	21,498,702.07	3,926,304.48	129,304.48	447,173.00	26,001,484.04
10,385,253.23	499,291,020.79	15-Jun-2010	21,070,539.67	3,829,891.24	128,347.83	438,267.23	25,467,045.96
9,961,932.85	478,939,079.35	15-Sep-2010	20,351,941.44	3,674,589.28	123,745.23	423,320.38	24,573,596.33
9,555,824.99	459,414,662.78	15-Dec-2010	19,524,416.57	3,496,802.21	117,425.22	406,107.86	23,544,751.87
9,166,160.09	440,680,773.45	15-Mar-2011	18,733,889.33	3,326,739.22	110,959.83	389,664.90	22,561,253.28
8,784,551.83	422,334,222.49	15-Jun-2011	18,346,550.96	3,241,245.88	110,063.28	381,608.26	22,079,468.38
8,416,251.01	404,627,452.50	15-Sep-2011	17,706,769.99	3,106,065.66	106,026.46	368,300.82	21,287,162.92
8,063,085.98	387,648,364.30	15-Dec-2011	16,979,088.20	2,952,149.40	100,516.50	353,165.03	20,384,919.13
7,722,206.21	371,259,913.89	15-Mar-2012	16,388,450.41	2,827,187.56	96,242.34	340,879.77	19,652,760.08
7,391,352.24	355,353,472.99	15-Jun-2012	15,906,440.90	2,728,674.28	93,961.11	330,853.97	19,059,930.27
7,072,696.83	340,033,501.54	17-Sep-2012	15,319,971.45	2,652,565.46	93,435.99	318,655.41	18,384,628.32
6,767,856.48	325,377,715.32	17-Dec-2012	14,655,786.22	2,479,186.51	87,605.51	304,840.35	17,527,418.60
6,476,251.64	311,358,251.81	15-Mar-2013	14,019,463.51	2,315,405.21	79,769.07	291,604.84	16,706,242.62
6,191,754.53	297,680,506.10	17-Jun-2013	13,677,745.70	2,322,801.93	82,430.58	284,497.11	16,367,475.32
5,918,266.83	284,532,059.34	16-Sep-2013	13,148,446.76	2,169,201.02	77,150.61	273,487.69	15,668,286.08
5,720,000.00	271,971,930.29	16-Dec-2013	12,560,129.05	2,073,231.85	73,264.98	198,266.83	14,904,892.71
5,720,000.00	259,973,162.52	17-Mar-2014	11,998,767.77	1,981,162.70	70,464.03	0.00	14,050,394.50
5,720,000.00	248,321,072.15	16-Jun-2014	11,652,090.38	1,893,488.57	69,415.73	0.00	13,614,994.68
5,720,000.00	237,156,201.51	15-Sep-2014	11,164,870.63	1,808,668.66	67,122.96	0.00	13,040,662.25
5,720,000.00	226,502,781.76	15-Dec-2014	10,653,419.75	1,727,234.25	65,078.48	0.00	12,445,732.48
5,720,000.00	216,315,450.94	16-Mar-2015	10,187,330.83	1,649,115.36	63,659.90	0.00	11,900,106.08
5,720,000.00	206,397,717.34	15-Jun-2015	9,917,733.60	1,574,578.03	62,852.29	0.00	11,555,163.92
5,720,000.00	196,867,779.78	15-Sep-2015	9,529,937.55	1,514,121.11	62,026.16	0.00	11,106,084.83
5,720,000.00	187,760,221.86	15-Dec-2015	9,107,557.93	1,432,674.35	59,982.89	0.00	10,600,215.17
5,720,000.00	179,001,947.58	15-Mar-2016	8,758,274.28	1,365,821.13	58,607.86	0.00	10,182,703.27
5,720,000.00	170,531,863.17	15-Jun-2016	8,470,084.40	1,312,124.48	58,396.07	0.00	9,840,604.95
5,720,000.00	162,400,974.83	15-Sep-2016	8,130,888.34	1,249,893.15	57,380.30	0.00	9,438,161.79
5,720,000.00	154,622,746.43	15-Dec-2016	7,778,228.40	1,180,702.67	55,607.94	0.00	9,014,539.01
5,720,000.00	147,188,644.34	15-Mar-2017	7,434,102.10	1,114,820.24	53,695.20	0.00	8,602,617.54
5,720,000.00	139,962,562.25	15-Jun-2017	7,226,082.09	1,077,788.17	54,280.85	0.00	8,358,151.11
5,720,000.00	133,028,248.04	15-Sep-2017	6,934,314.21	1,024,697.07	53,414.26	0.00	8,012,425.53
5,720,000.00	126,413,744.53	15-Dec-2017	6,614,503.52	966,094.57	51,804.38	0.00	7,632,402.47
5,720,000.00	120,107,298.69	15-Mar-2018	6,306,445.83	910,451.59	50,078.93	0.00	7,266,976.35
5,720,000.00	113,996,538.66	15-Jun-2018	6,110,760.03	878,539.95	50,633.79	0.00	7,039,933.77
0.00	0.00	17-Sep-2018	113,996,538.66	846,808.24	51,327.15	5,720,000.00	120,614,674.05

This is a Certified Translation into English of the Spanish Offering Circular. No document other than the Spanish Offering Circular approved by the Comisión Nacional del Mercado de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.

**FUND CASH FLOWS
(AMOUNTS IN EUR)**

CPR = 10.00%

1,100,000,000.00 Mortgage Loan acquisition payment
4,010,347.91 Initial Expenses (- timing difference)
11,440,000.00 Cash Reserve set up

Date	PAYMENTS													Start-Up Loan Interest	Start-Up Loan Repayment	Subord. Loan Interest	Subord. Loan Repayment	ML Servicing Fee	Finan. Interm. Margin	Total
	Distribution of Available Funds for Amortisation																			
	Current Expenses	Series A1 Bond Interest	Series A2 Bond Interest	Series B Bond Interest	Series C Bond Interest	Series A1 Bond Repayment	Series A2 Bond Repayment	Series B Bond Repayment	Series C Bond Repayment	(19)	(20)	(21)	(22)							
(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)				
TOTALES:	1,697,801.35	117,825,391.14	14,487,168.38	4,290,711.19	6,064,653.29	957,100,000.00	100,000,000.00	19,200,000.00	23,700,000.00	326,720.34	4,130,000.00	3,609,254.75	11,440,000.00	607,896.15	34,740,662.62	1,299,220,459.21				
15-Jun-2005	52,748.15	2,367,227.33	233,888.89	50,901.33	72,048.00	14,464,514.92	0.00	0.00	0.00	14,395.34	206,500.00	39,874.76	0.00	14,098.17	511,684.06	18,027,880.96				
15-Sep-2005	43,282.55	5,424,971.95	546,122.22	118,348.80	167,285.13	39,353,209.54	0.00	0.00	0.00	31,453.83	206,500.00	91,711.94	0.00	26,700.46	1,545,135.29	47,554,721.72				
15-Dec-2005	47,167.58	5,141,984.54	540,186.11	117,062.40	165,466.82	37,840,700.38	0.00	0.00	0.00	29,474.47	206,500.00	90,715.07	0.00	25,451.78	1,484,683.65	45,685,382.89				
15-Mar-2006	43,038.09	4,872,436.07	534,250.00	115,776.00	163,648.50	36,386,933.47	0.00	0.00	0.00	27,531.10	206,500.00	89,718.20	0.00	24,255.94	1,422,747.80	43,886,835.17				
15-Jun-2006	64,403.97	4,771,301.58	546,122.22	118,348.80	167,285.13	35,808,455.90	0.00	0.00	0.00	26,487.43	206,500.00	91,711.94	0.00	23,013.41	1,332,979.25	43,117,490.97				
15-Sep-2006	42,913.84	4,565,219.94	546,122.22	118,348.80	167,285.13	34,683,091.45	0.00	0.00	0.00	24,831.97	206,500.00	91,711.94	0.00	20,314.41	1,295,679.26	41,764,717.95				
15-Dec-2006	42,804.38	4,318,162.56	540,186.11	117,062.40	165,466.82	33,339,380.77	0.00	0.00	0.00	22,924.59	206,500.00	90,715.07	0.00	21,918.76	1,242,978.41	40,108,099.85				
15-Mar-2007	42,699.60	4,083,009.51	534,250.00	115,776.00	163,648.50	32,050,370.48	0.00	0.00	0.00	21,053.19	206,500.00	89,718.20	0.00	20,871.00	1,188,636.06	38,516,532.55				
15-Jun-2007	64,603.77	3,989,289.61	546,122.22	118,348.80	167,285.13	31,510,192.13	0.00	0.00	0.00	19,865.58	206,500.00	91,711.94	0.00	20,542.21	1,106,830.18	37,841,291.57				
17-Sep-2007	42,632.18	3,890,726.36	557,994.44	120,921.60	170,921.77	30,492,913.16	0.00	0.00	0.00	18,605.98	206,500.00	91,711.94	0.00	20,196.77	1,074,142.65	36,687,266.85				
17-Dec-2007	42,493.52	3,592,971.64	540,186.11	117,062.40	165,466.82	29,287,696.29	0.00	0.00	0.00	16,374.70	206,500.00	90,715.07	0.00	18,810.18	1,033,526.06	35,111,802.80				
17-Mar-2008	41,644.76	3,426,249.81	540,186.11	117,062.40	165,466.82	28,345,909.70	0.00	0.00	0.00	14,737.23	206,500.00	90,715.07	0.00	18,092.18	983,498.47	33,950,062.53				
16-Jun-2008	62,556.41	3,264,889.14	540,186.11	117,062.40	165,466.82	24,629,216.53	3,000,000.00	0.00	0.00	13,099.76	206,500.00	91,711.94	0.00	17,400.90	914,085.51	33,022,175.52				
15-Sep-2008	38,537.08	3,124,685.96	523,980.53	117,062.40	165,466.82	23,721,017.01	3,000,000.00	0.00	0.00	11,462.29	206,500.00	91,711.94	0.00	16,728.87	889,941.44	31,906,994.33				
15-Dec-2008	37,053.63	2,989,652.75	507,774.94	117,062.40	165,466.82	22,663,743.83	3,000,000.00	0.00	0.00	9,824.62	206,500.00	90,715.07	0.00	16,078.73	845,733.22	30,849,606.20				
16-Mar-2009	35,628.58	2,860,638.13	491,569.36	117,062.40	165,466.82	21,641,075.34	3,000,000.00	0.00	0.00	8,187.35	206,500.00	89,718.20	0.00	15,451.41	803,794.52	29,435,098.11				
15-Jun-2009	57,307.96	2,737,445.12	475,363.78	117,062.40	165,466.82	21,165,777.40	3,000,000.00	0.00	0.00	6,549.88	206,500.00	91,711.94	0.00	14,849.46	730,323.43	28,777,358.19				
15-Sep-2009	33,277.25	2,645,715.53	464,203.89	118,348.80	167,285.13	20,350,655.60	3,000,000.00	0.00	0.00	4,966.39	206,500.00	91,711.94	0.00	14,418.69	720,528.14	27,817,611.38				
15-Dec-2009	30,047.92	2,501,110.51	442,952.61	117,062.40	165,466.82	19,404,885.55	3,000,000.00	0.00	0.00	3,274.94	206,500.00	90,715.07	0.00	169,306.54	685,086.88	26,831,678.02				
15-Mar-2010	30,371.91	2,364,376.28	422,057.50	115,776.00	163,648.50	18,586,903.79	3,500,000.00	1,034,177.92	1,277,620.36	1,619.48	206,500.00	88,390.41	447,173.00	13,094.20	650,190.44	26,001,484.04				
15-Jun-2010	35,125.93	2,326,638.10	412,322.28	111,974.13	158,267.12	18,527,037.57	3,500,000.00	735,572.54	907,929.55	0.00	0.00	86,769.76	438,267.23	12,760.54	796,381.22	25,467,045.96				
15-Sep-2010	28,319.56	2,234,976.23	393,208.00	107,440.06	151,858.55	18,264,490.01	3,500,000.00	710,486.28	876,965.16	0.00	0.00	83,256.27	423,320.38	12,242.78	787,033.06	24,573,596.33				
15-Dec-2010	26,885.18	2,123,789.05	370,027.49	101,940.40	144,085.19	14,501,512.08	3,500,000.00	681,597.38	841,307.11	0.00	0.00	78,994.53	406,107.86	11,614.94	756,890.67	23,544,751.87				
15-Mar-2011	25,520.84	2,018,801.20	347,262.50	96,710.14	136,692.61	13,672,645.97	3,600,000.00	654,000.08	807,243.29	0.00	0.00	74,941.56	389,664.90	11,015.72	726,748.48	22,671,253.28				
15-Jun-2011	49,244.08	1,984,801.98	335,319.04	94,828.00	134,032.34	13,315,519.99	3,600,000.00	640,478.09	790,552.88	0.00	0.00	73,483.07	381,608.26	10,798.08	668,622.57	21,899,468.38				
15-Sep-2011	24,000.01	1,908,349.68	315,658.64	90,880.09	128,452.27	12,725,641.93	3,600,000.00	618,143.34	762,984.91	0.00	0.00	70,423.80	368,300.82	10,347.45	663,980.17	21,287,162.92				
15-Dec-2011	22,759.44	1,815,165.33	292,780.87	86,123.44	121,729.10	11,954,719.32	3,700,000.00	592,739.97	731,628.91	0.00	0.00	66,737.83	353,165.03	9,804.68	637,565.20	20,384,919.13				
15-Mar-2012	21,816.60	1,747,112.43	272,793.99	82,509.51	116,621.07	11,410,151.28	3,700,000.00	572,120.80	706,178.33	0.00	0.00	63,937.36	340,879.77	9,389.36	609,249.58	19,652,760.08				
15-Jun-2012	45,952.98	1,600,644.78	255,585.20	79,889.65	112,918.10	10,965,738.51	3,700,000.00	555,293.85	685,408.54	0.00	0.00	61,907.21	330,853.97	9,089.41	556,648.07	19,059,930.27				
17-Sep-2012	20,674.04	1,673,134.33	240,495.61	78,129.14	110,429.75	10,325,013.68	3,800,000.00	534,820.20	660,137.57	0.00	0.00	59,254.83	318,655.41	8,888.28	554,995.47	18,524,628.32				
17-Dec-2012	19,173.41	1,560,960.72	212,293.14	72,374.86	102,296.50	9,712,634.90	3,800,000.00	511,633.50	631,517.83	0.00	0.00	56,083.93	304,840.35	8,232.96	535,376.50	17,827,418.60				
15-Mar-2013	17,764.35	1,456,033.50	185,444.11	66,972.29	94,680.36	9,125,945.36	3,800,000.00	489,419.47	604,098.68	0.00	0.00	53,076.91	291,604.84	7,616.25	513,606.51	16,706,242.62				
17-Jun-2013	43,591.33	1,501,645.92	176,884.24	68,456.22	96,757.78	8,710,881.54	3,900,000.00	477,490.10	589,374.06	0.00	0.00	51,918.67	284,497.11	7,782.70	458,195.64	16,367,475.32				
16-Sep-2013	16,822.15	1,404,133.87	150,171.74	63,380.19	89,554.92	8,222,867.91	3,900,000.00	459,012.28	566,566.57	0.00	0.00	49,637.92	273,487.69	7,202.81	455,468.02	15,686,286.00				
16-Dec-2013	16,092.33	1,357,324.74	129,104.48	60,561.59	85,599.31	7,680,438.98	3,900,000.00	438,474.11	541,215.96	0.00	0.00	46,928.72	196,286.83	6,884.16	444,000.50	14,904,892.71				
17-Mar-2014	15,395.02	1,313,603.42	108,037.22	57,888.21	81,820.69	7,062,863.88	4,000,000.00	418,876.98	517,026.90	0.00	0.00	44,859.10	0.00	6,578.45	423,444.62	14,050,394.50				
16-Jun-2014	40,805.19	1,273,397.67	86,429.78	55,334.32	78,210.95	6,743,227.33	4,000,000.00	406,774.48	502,088.57	0.00	0.00	45,855.97	0.00	6,286.90	376,583.52	13,614,994.68				
15-Sep-2014	14,082.23	1,235,011.48	84,822.33	52,854.21	74,705.51	6,294,010.72	4,000,000.00	389,765.63	481,094.28	0.00	0.00	45,855.97	0.00	6,005.20	382,454.69	13,040,662.25				
15-Dec-2014	13,462.53	1,199,182.47	43,214.89	50,477.81	71,346.64	5,822,453.01	4,000,000.00	371,910.88	459,055.86	0.00	0.00	45,357.53	0.00	5,734.84	363,536.02	12,445,732.48				
16-Mar-2015	12,871.07	1,166,037.83	21,607.44	48,210.27	68,144.16	5,392,719.02	4,000,000.00	355,639.72	438,972.09	0.00	0.00	44,859.10	0.00	5,475.43	345,572.47	11,900,106.08				
15-Jun-2015	39,033.66	1,135,339.48	0.00	46,041.94	65,076.86	9,144,150.38	0.00	346,228.08	427,355.14	0.00	0.00	45,855.97	0.00	5,227.51	300,854.90	11,555,163.92				
15-Sep-2015	11,880.88	1,095,190.14	0.00	44,413.74	62,775.53	8,786,602.43	0.00	332,690.12	410,645.01	0.00	0.00	45,855.97	0.00	5,042.02	310,989.00	11,106,084.83				
15-Dec-2015	11,226.02	1,033,267.67	0.00	41,902.57																

**FUND CASH FLOWS
(AMOUNTS IN EUR)**

CPR = 12.00%

06-May-05 1,100,000,000.00 Bond Issue
4,130,000.00 Start-Up Loan
11,440,000.00 Subordinated Loan

			COLLECTIONS					
Cash Reserve Balance	Loan Outstanding Balance	Date	Loan Principal Repayment	Mortgage Loan Interest	Reinvestment Interest	Cash Reserve Reduction	Total	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
TOTALS:			1,100,000,000.00	161,992,446.43	5,404,789.71	11,440,000.00	1,278,837,236.14	
11,440,000.00	1,083,391,726.78	15-Jun-2009	16,608,273.22	3,508,033.92	55,607.91	0.00	20,171,915.05	
11,440,000.00	1,038,198,376.60	15-Sep-2009	45,193,350.18	7,965,254.63	210,646.94	0.00	53,369,251.74	
11,440,000.00	995,036,207.42	15-Dec-2009	43,162,169.19	7,574,197.66	201,991.81	0.00	50,938,358.66	
11,440,000.00	953,810,654.06	15-Mar-2010	41,225,553.36	7,199,833.77	192,925.19	0.00	48,618,312.33	
11,440,000.00	913,463,159.73	15-Jun-2010	40,347,494.32	7,010,315.79	194,118.34	0.00	47,551,928.45	
11,440,000.00	874,634,000.67	15-Sep-2010	38,829,159.06	6,714,056.76	189,415.98	0.00	45,732,631.79	
11,440,000.00	837,563,354.92	15-Dec-2010	37,070,645.75	6,379,617.15	181,846.01	0.00	43,632,108.91	
11,440,000.00	802,166,922.09	15-Mar-2011	35,396,432.83	6,059,236.92	173,915.22	0.00	41,629,584.97	
11,440,000.00	767,557,620.55	15-Jun-2011	34,609,301.54	5,894,641.99	175,061.83	0.00	40,679,005.36	
11,440,000.00	734,279,724.51	17-Sep-2011	33,277,896.05	5,728,767.36	177,031.12	0.00	39,183,694.53	
11,440,000.00	702,534,503.08	17-Dec-2011	31,745,221.43	5,353,177.25	168,774.66	0.00	37,267,173.35	
11,440,000.00	672,005,447.98	17-Mar-2012	30,529,055.09	5,119,861.55	163,997.06	0.00	35,812,913.70	
11,440,000.00	642,425,312.93	16-Jun-2012	29,580,135.06	4,896,881.37	159,810.26	0.00	34,636,826.69	
11,440,000.00	614,001,099.54	15-Sep-2012	28,424,213.38	4,681,257.48	154,168.08	0.00	33,259,638.95	
11,440,000.00	586,889,636.12	15-Dec-2012	27,111,463.43	4,473,859.61	149,020.33	0.00	31,734,343.37	
11,440,000.00	561,035,349.49	16-Mar-2013	25,854,286.63	4,275,059.27	145,430.61	0.00	30,274,776.50	
11,144,992.28	535,816,936.60	15-Jun-2013	25,218,412.89	4,085,963.28	143,309.19	295,007.72	29,742,713.08	
10,641,393.53	511,605,458.03	15-Sep-2013	24,211,478.57	3,933,083.28	139,296.84	503,598.75	28,787,457.45	
10,161,509.87	488,534,128.59	15-Dec-2013	23,071,329.45	3,725,673.81	131,472.11	479,883.65	27,408,359.02	
9,704,172.48	466,546,753.89	15-Mar-2014	21,987,374.70	3,528,486.49	123,609.19	457,337.39	26,096,807.78	
9,258,390.67	445,114,936.07	15-Jun-2014	21,431,817.81	3,422,677.48	122,040.97	445,781.81	25,422,318.07	
8,830,601.48	424,548,147.96	15-Sep-2014	20,566,788.11	3,265,320.88	116,964.60	427,789.19	24,376,862.79	
8,423,058.35	404,954,728.45	15-Dec-2014	19,593,419.51	3,089,757.80	110,314.41	407,543.13	23,201,034.85	
8,034,719.00	386,284,567.30	15-Mar-2015	18,670,161.15	2,922,921.21	103,630.79	388,339.35	22,085,052.50	
7,656,504.65	368,101,185.07	15-Jun-2015	18,183,382.23	2,831,943.98	102,242.54	378,214.35	21,495,783.10	
7,293,854.87	350,666,099.60	15-Sep-2015	17,435,085.47	2,698,485.46	97,904.86	362,649.78	20,594,125.57	
6,948,545.52	334,064,688.70	15-Dec-2015	16,601,410.90	2,550,253.35	92,250.09	345,309.35	19,589,223.69	
6,617,409.27	318,144,676.57	15-Mar-2016	15,920,012.12	2,428,486.78	87,831.77	331,136.25	18,767,466.92	
6,297,924.09	302,784,812.09	15-Jun-2016	15,359,864.48	2,330,706.51	85,263.74	319,485.18	18,095,319.91	
5,992,186.56	288,085,892.21	17-Sep-2016	14,698,919.88	2,252,861.41	84,324.63	305,737.53	17,341,843.45	
5,720,000.00	274,120,543.22	17-Dec-2016	13,965,348.99	2,093,707.13	78,624.32	272,186.56	16,409,867.00	
5,720,000.00	260,852,133.98	15-Mar-2017	13,268,409.24	1,944,379.18	71,236.77	0.00	15,284,025.19	
5,720,000.00	247,976,594.31	17-Jun-2017	12,875,539.67	1,939,687.82	74,757.82	0.00	14,889,985.31	
5,720,000.00	235,677,246.41	16-Sep-2017	12,299,347.91	1,801,192.87	71,081.45	0.00	14,171,622.22	
5,720,000.00	224,007,961.55	16-Dec-2017	11,669,284.86	1,711,751.43	68,628.19	0.00	13,449,664.48	
5,720,000.00	212,935,262.24	17-Mar-2018	11,072,699.31	1,626,500.23	66,843.89	0.00	12,766,043.42	
5,720,000.00	202,236,008.92	16-Jun-2018	10,699,253.33	1,545,869.15	65,687.97	0.00	12,310,810.45	
5,720,000.00	192,045,959.91	15-Sep-2018	10,190,049.01	1,468,263.62	63,413.77	0.00	11,721,726.40	
5,720,000.00	182,388,229.14	15-Dec-2018	9,657,730.76	1,394,210.38	61,386.96	0.00	11,113,328.11	
5,720,000.00	173,216,852.00	16-Mar-2019	9,171,377.15	1,323,637.07	59,954.24	0.00	10,554,968.46	
5,720,000.00	164,336,064.61	15-Jun-2019	8,880,787.38	1,256,775.71	59,065.47	0.00	10,196,628.56	
5,720,000.00	155,857,585.17	15-Sep-2019	8,478,479.45	1,201,674.79	58,199.03	0.00	9,738,353.26	
5,720,000.00	147,811,771.65	15-Dec-2019	8,045,813.52	1,130,595.50	56,202.89	0.00	9,232,611.91	
5,720,000.00	140,124,867.98	15-Mar-2020	7,686,903.67	1,071,735.78	54,872.11	0.00	8,813,511.57	
5,720,000.00	132,735,769.21	15-Jun-2020	7,389,098.77	1,023,815.75	54,582.61	0.00	8,467,497.13	
5,720,000.00	125,688,613.01	15-Sep-2020	7,047,156.20	969,736.64	53,560.99	0.00	8,070,453.84	
5,720,000.00	118,995,991.02	15-Dec-2020	6,692,621.98	910,865.93	51,857.90	0.00	7,655,345.81	
5,720,000.00	112,644,941.38	15-Mar-2021	6,351,049.64	855,185.78	50,069.09	0.00	7,256,304.51	
0.00	0.00	15-Jun-2021	112,644,941.38	822,167.45	50,547.17	5,720,000.00	119,237,656.00	

This is a Certified Translation into English of the Spanish Offering Circular. No document other than the Spanish Offering Circular approved by the Comisión Nacional del Mercado de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.

**FUND CASH FLOWS
(AMOUNTS IN EUR)**

CPR = 12.00%

1,100,000,000.00 Mortgage Loan acquisition payment
4,010,347.91 Initial Expenses (- timing difference)
11,440,000.00 Cash Reserve set up

Date	PAYMENTS														Start-Up Loan Interest	Start-Up Loan Repayment	Subord. Loan Interest	Subord. Loan Repayment	ML Servicing Fee	Finan. Interm. Margin	Total
	Current Expenses	Distribution of Available Funds for Amortisation				Series A1 Bond Repayment	Series A2 Bond Repayment	Series B Bond Repayment	Series C Bond Repayment	Series A1 Bond Interest	Series A2 Bond Interest	Series B Bond Interest	Series C Bond Interest	Series D Bond Interest							
		(9)	(10)	(11)	(12)																
TOTALS:	1,497,377.73	103,461,503.79	14,487,168.38	3,840,708.48	5,428,792.32	957,100,000.00	100,000,000.00	19,200,000.00	23,700,000.00	326,720.34	4,130,000.00	3,246,534.32	11,440,000.00	540,863.77	30,437,567.01	1,278,837,236.14					
15-Jun-2005	52,747.20	2,367,227.33	233,888.89	50,901.33	72,048.00	16,808,273.22	0.00	0.00	0.00	14,395.34	206,500.00	39,874.76	0.00	14,088.68	511,970.29	20,717,915.05					
15-Sep-2005	43,267.29	5,410,634.39	546,122.22	118,348.80	167,285.13	45,193,350.18	0.00	0.00	0.00	31,453.83	206,500.00	91,711.94	0.00	26,547.95	1,532,030.02	53,369,251.74					
15-Dec-2005	43,128.85	5,096,535.75	540,186.11	117,062.40	165,466.82	43,162,169.19	0.00	0.00	0.00	29,474.47	206,500.00	90,715.07	0.00	26,163.47	1,461,956.54	50,938,358.66					
15-Mar-2006	42,997.12	4,797,526.85	534,250.00	115,776.00	163,648.50	41,225,553.36	0.00	0.00	0.00	27,531.10	206,500.00	89,718.20	0.00	23,846.21	1,390,964.99	48,618,312.33					
15-Jun-2006	64,350.54	4,666,880.92	546,122.22	118,348.80	167,285.13	40,347,494.32	0.00	0.00	0.00	26,487.43	206,500.00	91,711.94	0.00	23,360.37	1,293,386.77	47,551,928.45					
15-Sep-2006	42,849.67	4,434,676.60	546,122.22	118,348.80	167,285.13	38,829,159.06	0.00	0.00	0.00	24,831.97	206,500.00	91,711.94	0.00	22,371.70	1,248,774.70	45,732,631.79					
15-Dec-2006	42,731.22	4,165,436.45	540,186.11	117,062.40	165,466.82	37,070,645.75	0.00	0.00	0.00	22,924.59	206,500.00	90,715.07	0.00	21,187.20	1,189,253.31	43,632,108.91					
15-Mar-2007	42,618.58	3,910,954.69	534,250.00	115,776.00	163,648.50	35,396,432.83	0.00	0.00	0.00	21,053.19	206,500.00	89,718.20	0.00	20,060.84	1,128,572.14	41,629,584.97					
15-Jun-2007	64,513.04	3,794,154.39	546,122.22	118,348.80	167,285.13	34,609,301.54	0.00	0.00	0.00	19,865.58	206,500.00	91,711.94	0.00	19,634.90	1,041,567.82	40,679,005.36					
17-Sep-2007	42,532.07	3,673,125.62	557,994.44	120,921.60	170,921.77	33,277,896.05	0.00	0.00	0.00	18,605.98	206,500.00	91,711.94	0.00	19,195.66	1,004,289.41	39,183,694.53					
17-Dec-2007	41,055.69	3,366,461.94	540,186.11	117,062.40	165,466.82	31,745,221.43	0.00	0.00	0.00	16,374.70	206,500.00	90,715.07	0.00	17,776.78	960,352.41	37,267,173.35					
17-Mar-2008	39,293.03	3,185,750.50	540,186.11	117,062.40	165,466.82	30,529,055.09	0.00	0.00	0.00	14,737.23	206,500.00	90,715.07	0.00	17,001.60	907,145.84	35,812,913.70					
16-Jun-2008	60,083.79	3,011,962.16	540,186.11	117,062.40	165,466.82	26,580,135.06	3,000,000.00	0.00	0.00	13,099.76	206,500.00	91,711.94	0.00	16,260.26	834,358.39	34,636,826.69					
15-Sep-2008	35,956.47	2,860,653.26	523,980.53	117,062.40	165,466.82	25,424,213.38	3,000,000.00	0.00	0.00	11,462.29	206,500.00	91,711.94	0.00	15,543.95	807,087.91	33,299,638.95					
15-Dec-2008	34,378.77	2,715,924.51	507,774.94	117,062.40	165,466.82	24,111,463.43	3,000,000.00	0.00	0.00	9,824.62	206,500.00	90,715.07	0.00	14,855.41	760,377.19	31,734,343.37					
16-Mar-2009	32,873.60	2,576,626.67	491,569.36	117,062.40	165,466.82	22,854,286.83	3,000,000.00	0.00	0.00	8,187.35	206,500.00	89,718.20	0.00	14,195.42	716,248.05	30,274,776.58					
15-Jun-2009	54,485.68	2,448,693.37	475,363.78	117,062.40	165,466.82	22,218,412.89	3,000,000.00	0.00	0.00	6,549.88	206,500.00	91,711.94	295,007.72	13,856.41	650,015.99	29,742,713.00					
15-Sep-2009	30,365.35	2,347,607.29	464,203.89	118,348.80	167,285.13	21,216,704.30	3,000,000.00	1,339,853.46	1,654,920.81	4,966.39	206,500.00	89,346.93	0.00	13,098.41	630,657.92	28,787,457.45					
15-Dec-2009	28,694.72	2,218,390.22	442,952.61	108,893.31	153,912.62	18,271,765.75	3,000,000.00	805,420.11	994,143.59	3,274.94	206,500.00	84,382.41	479,883.65	12,369.92	597,775.16	27,408,359.02					
15-Mar-2010	27,115.93	2,091,142.27	422,057.50	102,840.00	145,356.71	16,772,359.48	3,500,000.00	767,579.25	947,435.98	1,619.48	206,500.00	79,691.64	457,337.39	11,678.89	564,093.26	26,096,807.78					
15-Jun-2010	50,101.59	2,041,085.30	412,322.28	100,393.98	141,899.44	16,260,136.02	3,500,000.00	748,184.76	923,497.03	0.00	0.00	77,796.19	445,781.81	11,397.75	709,721.92	25,422,318.07					
15-Sep-2010	25,275.18	1,947,506.41	393,208.00	95,782.16	135,380.98	15,462,578.64	3,500,000.00	717,886.57	886,222.90	0.00	0.00	74,222.46	427,789.19	10,873.46	700,036.81	24,376,862.79					
15-Dec-2010	23,862.18	1,838,316.28	370,027.49	90,363.49	127,722.09	14,655,132.79	3,500,000.00	684,066.28	844,280.45	0.00	0.00	70,023.48	407,543.13	10,257.50	669,499.71	23,201,034.85					
15-Mar-2011	22,527.47	1,736,113.30	347,262.50	85,245.93	120,488.79	13,613,888.58	3,600,000.00	651,775.33	804,497.24	0.00	0.00	66,057.84	388,339.35	9,673.49	639,182.68	22,085,052.50					
15-Jun-2011	46,187.96	1,696,344.16	335,319.04	83,122.74	117,487.82	13,165,078.42	3,600,000.00	634,781.87	783,521.94	0.00	0.00	64,412.56	378,214.35	9,429.53	581,882.71	21,495,783.10					
15-Sep-2011	20,953.25	1,620,577.67	315,658.64	79,209.94	111,957.38	12,475,148.80	3,600,000.00	608,658.83	751,277.83	0.00	0.00	61,380.50	362,649.78	8,984.90	577,668.04	20,594,125.57					
15-Dec-2011	19,761.07	1,531,947.21	292,780.87	74,637.97	105,495.23	11,606,500.85	3,700,000.00	579,555.25	715,354.80	0.00	0.00	57,837.64	345,309.35	8,465.45	551,578.00	19,589,223.69					
15-Mar-2012	18,839.37	1,465,876.56	272,793.99	71,104.42	100,500.83	10,978,251.18	3,700,000.00	555,767.62	685,993.32	0.00	0.00	55,099.46	331,136.25	8,060.99	524,042.93	18,767,466.92					
15-Jun-2012	42,969.49	1,418,804.04	255,585.20	68,460.04	96,763.19	10,461,795.05	3,700,000.00	536,212.87	661,856.56	0.00	0.00	53,050.30	319,485.18	7,759.65	472,578.35	18,095,319.91					
17-Sep-2012	17,657.20	1,388,129.93	240,495.61	66,571.23	94,093.50	9,752,404.13	3,800,000.00	513,139.29	633,376.46	0.00	0.00	50,489.06	305,737.53	7,545.02	472,204.50	17,341,843.45					
17-Dec-2012	16,287.48	1,288,311.81	212,293.14	61,318.01	86,668.45	9,076,051.77	3,800,000.00	487,530.33	601,766.89	0.00	0.00	47,515.88	272,186.56	6,949.19	452,987.50	16,409,867.00					
15-Mar-2013	15,010.76	1,195,877.33	185,444.11	56,422.06	79,748.39	8,433,473.32	3,800,000.00	463,200.17	571,735.75	0.00	0.00	44,859.10	0.00	6,392.39	431,861.82	15,284,025.19					
17-Jun-2013	40,693.21	1,227,823.73	176,894.24	57,351.78	81,062.49	7,971,247.57	3,900,000.00	449,485.09	550,807.00	0.00	0.00	45,855.97	0.00	6,495.67	378,278.56	14,889,985.31					
16-Sep-2013	14,061.19	1,143,261.09	150,171.74	52,780.89	74,601.98	7,439,898.77	3,900,000.00	429,370.24	529,978.90	0.00	0.00	45,855.97	0.00	5,977.66	355,563.90	14,171,622.22					
15-Dec-2013	13,378.62	1,100,008.49	129,104.48	50,163.02	70,901.71	6,859,080.64	3,900,000.00	407,374.73	502,929.48	0.00	0.00	45,357.53	0.00	5,680.87	354,884.89	13,449,664.48					
17-Mar-2014	12,730.89	1,061,862.79	108,037.22	47,679.26	67,391.10	6,209,028.76	4,000,000.00	386,547.93	477,122.61	0.00	0.00	44,859.10	0.00	5,397.98	345,385.78	12,766,043.42					
16-Jun-2014	38,192.57	1,026,517.55	86,429.78	45,322.48	64,059.96	5,864,711.57	4,000,000.00	373,510.93	461,030.83	0.00	0.00	45,855.97	0.00	5,129.98	300,048.85	12,310,810.45					
15-Sep-2014	11,522.60	993,132.35	64,822.33	43,045.18	60,841.17	5,395,225.19	4,000,000.00	355,734.61	439,089.21	0.00	0.00	45,855.97	0.00	4,872.38	307,585.41	11,721,726.40					
15-Dec-2014	10,957.11	962,419.73	43,214.89	40,876.27	57,775.57	4,904,427.76	4,000,000.00	337,151.38	416,151.62	0.00	0.00	45,357.53	0.00	4,626.67	290,369.57	11,113,328.11					
16-Mar-2015	10,808.21	934,501.00	21,607.44	38,820.65	54,870.11	4,456,009.73	4,000,000.00	320,172.78	395,194.64	0.00	0.00	44,859.10	0.00	4,392.47	273,732.32	10,554,968.46					
15-Jun-2015	37,514.14	909,134.92	0.00	36,868.56	52,110.98	8,188,085.97	0.00	310,028.29	382,673.13	0.00	0.00	45,855.97	0.00	4,170.20	230,186.41	10,196,628.56					
15-Sep-2015	10,768.90	870,002.07	0.00	35,362.70	49,982.55	7,817,158.05	0.00	295,983.72	365,337.68	0.00	0.00	45,855.97	0.00	3,999.46	241,902.18	9,738,353.26					
15-Dec-2015	10,744.10	818,024.18	0.00	33,173.71	46,888.57	7,418,240.06	0.00	280,879.35	346,694.10	0.00	0.00										

Key to the number outline.

- (1) Cash Reserve balance.
- (2) Outstanding Balance of the Mortgage Loans on each quarterly payment date, upon the principal being repaid.
- (3) Quarterly payment dates for the various transactions and services arranged by the Fund until final maturity.

a) Collections.

- (4) Mortgage Certificate portfolio capital or principal amount repaid from the next preceding quarterly date until the date given.
- (5) Net interest collected by the Fund from the next preceding quarterly payment date until the date given. Such is the interest received on the Mortgage Certificates, other than on the first Payment Date which includes the drawdown under the Start-Up Loan to the extent necessary to cover the timing difference between Mortgage Certificate and Bond interest and Swap interest.
- (6) Return on the Fund's Treasury Account, under the Guaranteed Interest Rate Account (Treasury Account) Agreement.
- (7) Reduction of the Cash Reserve balance.
- (8) Total income on each payment date, being the sum of amounts (4), (5), (6) and (7).

b) Payments.

- (9) Quarterly payment dates for the various transactions and services arranged by the Fund until final maturity.
- (10) Amounts for the Fund's current expenses, including the Management Company's fee, the Mortgage Certificate and Pass-Through Certificate Custody fee, the expenses of auditing the Fund's annual accounts, monitoring Bond rating and advertising, and the Paying Agent's fee.
- (11) Interest amount payable to the holders of A1 Bonds.
- (12) Interest amount payable to the holders of A2 Bonds.
- (13) Interest amount payable to the holders of B Bonds.
- (14) Interest amount payable to the holders of C Bonds.
- (15) Series A1 Bond principal repaid.
- (16) Series A2 Bond principal repaid.
- (17) Series B Bond principal repaid.
- (18) Series C Bond principal repaid.
- (19) Start-Up Loan interest payment amounts.
- (20) Periodic Start-Up Loan principal repayment.
- (21) Subordinated Loan interest payment amounts.
- (22) Periodic Subordinated Loan principal repayment
- (23) Mortgage Loan servicing fee.

(24) Variable Financial Intermediation Margin according to the Fund's other income and expenditure.

(25) Total payments on each payment date, being the sum of amounts (10), (11), (12), (13), (14), (15), (16), (17), (18), (19), (20), (21), (22), (23) and (24).

V.2 Accounting policies used by the Fund.

The income and expenditure will be accounted for by the Fund in accordance with the accruals principle, i.e. according to the actual flow of such income and expenditure, irrespective of the time when it is collected and paid.

The expenses of setting up the Fund and issuing the Bonds detailed in section II.14 will be subject to a straight-line depreciation during the months elapsing since the constitution of the Fund until February 28, 2010, inclusive.

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

V.3 Description of the purpose or object of the financial transactions arranged by the Management Company on behalf of the Fund, in order to enhance the risk, increase payment regularity, neutralise interest rate differences on the Mortgage Certificates, or, in general, transform the financial characteristics of all or part of said securities.

In order to consolidate the financial structure of the Fund, enhance the safety or regularity in payment of the Bonds, cover the timing differences between the scheduled principal and interest flows on the Mortgage Loans and the Bonds, or, generally, transform the financial characteristics of the Mortgage Loans, and supplement management of the Fund, the Management Company shall, on behalf of the Fund, upon executing the Deed of Constitution, proceed to formally enter into the agreements established hereinafter, in accordance with the provisions of article 6.1 of Royal Decree 926/1998.

- (i) Guaranteed Interest Rate Account (Treasury Account) Agreement.
- (ii) Start-Up Loan Agreement.
- (iii) Subordinated Loan Agreement.
- (iv) Interest Swap Agreement.
- (v) Mortgage Loan Servicing Agreement.
- (vi) Mortgage Certificate and Pass-Through Certificate Custody Agreement.
- (vii) Series A1, B and C Bond Management and Underwriting and Placement Agreement.
- (viii) Series A2 Bond Subscription Agreement.
- (ix) Bond Paying Agent Agreement.
- (x) Financial Intermediation Agreement.

The description of the most relevant terms of the Series A1, B and C Bond Management, Underwriting and Placement Agreement, of the Series A2 Bond Subscription Agreement and of the Mortgage Loan Servicing Agreement may be respectively found in sections II.18.10, II.19 and IV.2. The description of the rest of the above agreements may be found in this section V.3.

The Management Company may extend or amend the agreements entered into on the Fund's behalf, substitute each of the service providers to the Fund under those agreements and indeed, if necessary, enter into additional agreements, including new credit facility agreements, provided that the circumstances preventing the foregoing in accordance with the laws in force from time to time do not occur. In any event, those actions shall require that the Management Company first notify or secure the prior authorisation, if necessary, of the CNMV or competent administrative body and the Rating Agencies, and that such changes are not detrimental to the rating assigned to the Bonds by the Rating Agencies. The Deed of Constitution or the agreements may also be amended upon a request by the CNMV.

V.3.1 **Guaranteed Interest Rate Account (Treasury Account) Agreement.**

The Management Company, acting for and on behalf of the Fund, and BANCO COOPERATIVO shall enter into a Guaranteed Interest Rate Account (Treasury Account) Agreement whereby BANCO COOPERATIVO will guarantee a 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 BANCO COOPERATIVO, in the name of the Fund by the Management Company, which amounts shall mostly consist of the following items:

- (i) cash amount, net of underwriting and placement fees, upon subscription for the Bond Issue being paid up;
- (ii) Start-Up Loan principal drawn down;
- (iii) Mortgage Certificate and Pass-Through Certificate principal repayment and interest received;
- (iv) Subordinated Loan principal drawn down and amounts making up the Cash Reserve from time to time;
- (v) any other amounts relating to the Mortgage Loans and from the sale or utilisation of the real estate and assets awarded or under administration or interim possession in foreclosure proceedings, and all and any rights or indemnities including not only those derived from the damage insurance contracts on the mortgaged properties, but also those derived from any right attached to the Mortgage Loans, including the set full or partial prepayment fees for each loan;
- (vi) amounts paid to the Fund derived from the Interest Swap Agreement;
- (vii) the amounts of the returns obtained on the balances existing in the actual Treasury Account and in the Collection Accounts, if any; and
- (viii) the amounts of withholdings on account of 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.

BANCO COOPERATIVO shall guarantee an annual nominal interest rate, variable quarterly and settled quarterly, applicable on each interest accrual period, equivalent to the interest rate resulting from decreasing (i) the Reference Rate determined for the Bonds (ii) by a 0.06% margin. Accrued interest, to be settled on March 7, June 7, September 7 and December 7 or the following Business Day if any of those is not a Business Day, 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.

In the event of the rating of the non-subordinated and unsecured short-term debt of BANCO COOPERATIVO falling below P-1 or F1 respectively in Moody’s and Fitch’s rating scales, the Management Company shall within not more than thirty (30) days from the time of that occurrence put in place, after consulting with the Rating Agencies, any of the options described hereinafter allowing a suitable level of guarantee to be maintained with respect to the commitments derived from the Guaranteed Interest Rate Account Agreement in order for there to be no detriment to the Rating Agencies’ rating given to the Bonds:

- a) Obtaining from an institution having a credit rating for its unsecured and non-subordinated short-term debt of at least P-1 and F1 respectively in Moody’s and Fitch’s rating scales, a first demand guarantee securing for the Fund, merely upon the Management Company so requesting, prompt payment by BANCO COOPERATIVO of its obligation to repay the amounts credited to the Treasury Account, during the time over which the loss of the P-1 or F1 by BANCO COOPERATIVO rating is maintained.
- b) Transferring the Fund’s Treasury Account to a credit institution whose non-subordinated and unsecured short-term debt has a rating of at least P-1 and F1 respectively in Moody’s and Fitch’s rating scales, and arranging the highest possible yield for its balances, which may differ from that arranged with BANCO COOPERATIVO under the Guaranteed Interest Rate Account Agreement.

- c) If options a) and b) above are not possible, obtaining from the Originators, from BANCO COOPERATIVO or from a third party collateral security in favour of the Fund on financial assets with a credit quality of not less than that of Spanish State Government Debt (*Deuda Pública del Estado Español*), in an amount sufficient to guarantee the commitments established in this Agreement and provided that this is not detrimental to the rating assigned to the Bonds by the Rating Agencies.
- d) Moreover, if the above options should not be feasible on the set terms, the Management Company may invest the balances for not more than quarterly periods and due not later than the following Payment Date, in short-term fixed-income assets in euros issued by institutions having a rating of at least P-1 and F1 for non-subordinated and unsecured short-term debt respectively in Moody's and Fitch's rating scales, including short-term securities issued by the Spanish State, in which case the yield obtained could also differ from that obtained initially with BANCO COOPERATIVO under this Agreement.

The Guaranteed Interest Rate Account (Treasury Account) Agreement partly mitigates the interest risk relating to the timing difference between the Fund's receipts of principal and interest on the Mortgage Loans, which is mostly monthly, and the amortisation and payment of interest on the Bonds, which is quarterly.

V.3.2 Loan Agreements.

The Management Company shall, for and on behalf of the Fund, enter with Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C., into two Loan Agreements, referred to as the Start-Up Loan Agreement and the Subordinated Loan Agreement, the characteristics of which are as follows.

V.3.2.1 Start-Up Loan Agreement.

Start-Up Loan amounting to EUR four million one hundred and thirty thousand (4,130,000.00), distributed among the Originators as lenders in proportion to the face value of the Mortgage Certificates and of the Pass-Through Certificates issued by each Originator and pooled in the Fund, other than the amount designed to finance the expenses of setting up the Fund and issuing the Bonds, not including the Series A1, B and C Bond underwriting and placement fees, which shall be distributed in equal shares.

The Start-Up Loan amount shall be allocated to financing the expenses of setting up the Fund and issuing the Bonds, to partially financing the subscription for the Mortgage Certificates and the Pass-Through Certificates, and the balance for covering the timing differences between collection of interest on the Mortgage Certificates and the Pass-Through Certificates and payment of interest on the Bonds on the first Payment Date.

The loan will accrue an 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, and (ii) a 1.00% margin. Interest accrued shall be payable on a given 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. This interest will only be paid if the Fund has sufficient liquidity in the Priority of Payments or in the Liquidation Priority of Payments of the Fund. The first interest settlement date shall be June 15, 2005.

Interest accrued and not paid on a Payment Date will be accumulated and accrue a late-payment interest at the same rate as that of the loan and will be paid, provided that the Fund has sufficient liquidity, and in the Priority of Payments, on the following Payment Date.

Loan principal shall be repaid in twenty (20) quarterly instalments in an equal amount, on each Payment Date, the first of which shall be the first Payment Date, June 15, 2005, and the following dates until the Payment Date falling on March 15, 2010, inclusive.

In the event that the Fund should not have sufficient liquidity, in the Priority of Payments, on a Payment Date to proceed to the repayment falling due on the Start-Up Loan, then the portion of principal not repaid shall be repaid on the following Payment Date along with the amount that should be repaid on that same Payment Date, as the case may be, until fully repaid.

Payment of amounts not paid on preceding Payment Dates shall take precedence over amounts falling due under the Loan on that Payment Date, satisfying in the first place overdue interest and secondly repayment of principal, in the Fund Priority of Payments.

V.3.2.2 Subordinated Loan Agreement.

Subordinated Loan amounting to EUR eleven million four hundred and forty thousand (11,440,000.00), distributed among the Originators as lenders in proportion to the face value of the Mortgage Certificates and the Pass-Through Certificates issued by each Originator and pooled in the Fund.

The Subordinated Loan amount shall be used for initially provisioning the Cash Reserve on the terms established in section III.2.3 of the Offering Circular.

The loan will accrue an 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, and (ii) a 1.00% margin. Interest accrued shall be payable on a given 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. This interest will only be paid if the Fund has sufficient liquidity in the Fund Priority of Payments. The first interest settlement date shall be June 15, 2005.

Interest accrued and not paid on a Payment Date will be accumulated and accrue a late-payment interest at the same rate as that of the loan and will be paid, provided that the Fund has sufficient liquidity, and in the Priority of Payments, on the following Payment Date.

Repayment shall be made on each of the Payment Dates in an amount equal to the existing difference between the Required Cash Reserve on the preceding Payment Date and the Required Cash Reserve on the relevant Payment Date. In the event that the Fund should not have sufficient liquidity, in the Priority of Payments, on a Payment Date to proceed to the repayment falling due on the Subordinated Loan, then the portion of principal not repaid shall be repaid on the following Payment Date along with the amount that should be repaid on that same Payment Date, as the case may be, until fully repaid.

Amounts not paid on preceding Payment Dates shall be paid with priority over amounts falling due under the Loan on that Payment Date, satisfying in the first place overdue interest and secondly repayment of principal, in the Fund 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 each of the Bond Series as final by the start of the Subscription Period.

V.3.3 Interest Swap Agreement.

The Management Company shall, for and on behalf of the Fund, enter with BANCO COOPERATIVO into a floating interest rate swap agreement (the “**Interest Swap Agreement**” or the “**Interest Swap**”) based on the standard Master Financial Transaction Agreement (CMOF) of the Spanish Banking Association, the most relevant characteristics of which are described below.

Under the Interest Swap Agreement, the Fund will make payments to BANCO COOPERATIVO calculated on the Mortgage Loan reference rate, and in consideration BANCO COOPERATIVO will make payments to the Fund calculated on the Reference Rate determined for the Bonds, the foregoing as described hereinafter.

Party A : The Fund, represented by the Management Company.

Party B : BANCO COOPERATIVO.

1. Settlement dates.

The settlement dates shall fall on the Bond Payment Dates, i.e. on March 15, June 15, September 15 and December 15 in every year, or the following Business Day if any of these dates is not a Business Day. The first settlement date shall be June 15, 2005.

2. Settlement periods.

Party A:

The Party A settlement periods shall be the exact number of days elapsed between two consecutive Determination Dates, including the first but not including the last date. Exceptionally, the length of the first Party A settlement period shall be equivalent to the exact number of days elapsed between the day on which the Fund is constituted (inclusive) and June 8, 2005 (exclusive), the first Determination Date.

Party B:

The Party B settlement periods shall be the exact number of days elapsed between two consecutive Determination Dates, including the first but not including the last date. Exceptionally, the length of the first Party B settlement period shall be equivalent to the exact number of days elapsed between the Bond Issue Closing Date (inclusive) and June 8, 2005 (exclusive), the first Determination Date.

3. Nominal Amount.

This shall be the daily average during the settlement period falling due of the Outstanding Balance of Non-Doubtful Mortgage Loans.

4. Party A amounts payable.

This shall be the result of applying the Party A Interest Rate to the Nominal Amount according to the number of days in the Party A settlement period.

4.1 Party A Interest Rate.

On each settlement date this shall be the annual interest rate resulting from dividing (i) the sum of (a) the total ordinary interest amount falling due during the settlement period on Mortgage Loans which, on the then-current settlement date, are in good standing in payment of amounts due or, if delinquent, have an arrears of less than eighteen (18) months, whether or not they were paid by the Obligors, b) after deducting interest comprising the margin above the reference rate, by (ii) the Swap Nominal Amount, multiplied by the result of dividing 360 by the number of days in the settlement period.

In this connection:

- (i) Ordinary interest will be reduced in the interest accrued payable by the Fund in connection with the subscription for the Mortgage Certificates and the Pass-Through Certificates.
- (ii) As the case may be, ordinary interest due will also be deemed to comprise the accrued interest received by the Fund both on the sale of Mortgage Certificates or Pass-Through Certificates and on their early amortisation by the Originators in accordance with the rules laid down for substituting the Mortgage Certificates and the Pass-Through Certificates.
- (iii) In order to calculate the interest to be deducted comprising the margin above the reference index, in connection with Mortgage Loans that shall have been renegotiated or scaled down with a reference rate other than Euribor rates or indices, the margin above the reference rate for that calculation shall be considered the result of increasing the then-current margin for those Mortgage Loans in the amount of the margin to have been reduced

5. Party B amounts payable.

This shall be the result of applying the Party B Interest Rate to the Nominal Amount according to the number of days in the Party B settlement period.

5.1 Party B Interest Rate.

For each settlement period, this shall be the Bond Reference Rate determined for the then-current Interest Accrual Period for the relevant Determination Date.

6. Termination of the Interest Swap Agreement.

If on a settlement date the Fund (Party A) should not have sufficient liquidity to make payment of the aggregate net amount, if any, payable to Parties B, the portion of this net amount not paid shall be settled on the following Payment Date provided that the Fund has sufficient liquidity in the Priority of

Payments. Should such event of non-payment occur on two consecutive Payment Dates, the Interest Swap Agreement shall be terminated. In this event, the Fund (Party A) shall take over the obligation to pay the settlement amount established on the terms of the Interest Swap Agreement, the foregoing in the Priority of Payments. Should the settlement amount under the Interest Swap Agreement be a payment obligation for Party B and not for the Fund (Party A), Party B shall take over the obligation to pay the settlement amount provided for in the Interest Swap Agreement.

If on a settlement date Party B should not make payment of the full net amount payable, if any, to the Fund (Party A), under the Interest Swap Agreement, the Management Company, for and on behalf of the Fund, may choose to terminate the Interest Swap Agreement. In the event of termination, Party B shall accept the obligation to pay the settlement amount established on the terms of the Interest Swap Agreement. Should the settlement amount under the Interest Swap Agreement be due by the Fund (Party A) and not by Party B, payment thereof by the Fund (Party A) shall be made in the Priority of Payments.

Without prejudice to the foregoing, other than in an extreme event of permanent financial imbalance of the Fund, the Management Company shall endeavour, for and on behalf of the Fund, to enter into new swap agreements.

7. Actions in the event of change in the rating of Party B.

7.1 Change in the initial rating of Party B.

Party B shall irrevocably agree that, if at any time throughout the life of the Bond Issue, the rating of the non-subordinated and unsecured debt of Party B should fall below A2 or A for long-term debt or P-1 or F1 for short-term debt respectively in Moody's and Fitch's rating scales, it shall take any of the following options within not more than thirty (30) Business Days from the date of the occurrence of any such circumstances, on such terms and conditions as the Management Company shall see fit, after notifying the Rating Agencies, in order for the ratings assigned to each of the Series by the Rating Agencies to be maintained: (i) that a third-party institution with a rating for its non-subordinated and unsecured debt equal to or in excess of A2 and A for its long-term debt and P-1 and F1 for its short-term debt, respectively in Moody's and Fitch's rating scales, will secure fulfilment of its contractual obligations, (ii) that a third-party institution with the same ratings required for option (i) above will take over its contractual position and substitute it before terminating the Swap Agreement in respect of Party B, or, as the case may be, under a new swap agreement; or (iii) that a deposit in cash or securities will be made in favour of the Fund securing fulfilment of Party B's contractual obligations with reference to the Interest Swap market value covering at least the Interest Swap replacement value in order for there to be no detriment to the rating assigned to the Bonds by the Rating Agencies and, as the case may be and based on the rating assigned by the counterparty to the Interest Swap Agreement, either of options (i) and (ii) above. All and any costs, expenses and taxes incurred in connection with the compliance with the foregoing obligations shall be borne by Party B.

7.2 Change in the subsequent rating of Party B.

1. In the event that, after making the cash or securities deposit provided for in section 7.1.(c) above, the rating of the unsecured and non-subordinated debt of Party B should be downgraded below BBB+ for long-term debt or F3 for short-term debt, in Fitch's rating scale, maintenance of that deposit could only continue to be viable in order for there to be no detriment to the rating given to the Bonds by Fitch if there exists a third party checking that those deposits were duly made, to Fitch's satisfaction.
2. In the event that the unsecured and non-subordinated debt of Party B should be downgraded below Baa2 or BBB for long-term debt in Moody's and Fitch's rating scales, options (i) and (ii) provided for in section 7.1 above would be the only ones available to prevent the rating given to the Bonds by the Rating Agencies from being downgraded, making the cash or securities deposit provided for in section 7.1.(iii) above from the date of the occurrence of any such circumstances until either of options (i) or (ii) referred to is put in place within not more than 30 calendar days.

7.3 Breach of obligations in the event of change in the rating.

Should Party B's guarantor or Party B proper fail to put in place the measures described in paragraphs 7.1 and 7.2 above, this shall be an early termination event.

In that event, Party B shall accept the obligation to pay the settlement amount provided for in the Interest Swap Agreement. Should the settlement amount under the Interest Swap Agreement be due by the Fund (Party A) and not by Party B, payment thereof by the Fund (Party A) shall be made in the Priority of Payments.

All costs, expenses and taxes incurred in connection with the breach of the above obligations shall be borne by Party B.

The occurrence, as the case may be, of an early termination of the Interest Swap Agreement will not in itself be an Early Amortisation event of the Bond Issue and an Early Liquidation event of the Fund referred to in sections II.11.3.2 and III.7.1 of this Offering Circular, unless in conjunction with other events or circumstances related to the net asset value of the Fund, its financial balance should be materially or permanently altered.

All matters, discrepancies, lawsuits and claims deriving from the Interest Swap Agreement shall be referred for arbitration to the Chamber of Commerce of Madrid.

The Interest Swap Agreement shall be fully terminated in the event that the Rating Agencies should not confirm any of the provisional ratings assigned to each of the Series as final by the start of the Subscription Period.

The execution of the Interest Swap Agreement derives from the need to eliminate or mitigate the interest rate risk (base risk) occurring in the Fund because the Mortgage Loans are subject to floating interest with different benchmark indices and different review, accrual and settlement periods at the floating interest established for the Bonds.

V.3.4 Bond Paying Agent Agreement.

The Management Company shall, for and on behalf of the Fund, enter with BANCO COOPERATIVO into a Paying Agent agreement to service the Bonds issued by the Fund.

The obligations contained in the Paying Agent Agreement are summarily as follows:

- (i) Paying to the Fund on the Closing Date, by crediting the Treasury Account, for same day value, the aggregate amount of the subscription for the Bond Issue respectively received from the Underwriters and Placement Agents and the EUROPEAN INVESTMENT BANK in accordance with the provisions of the Series A1, B and C Bond Management and Underwriting and Placement Agreement and the Series A2 Bond Subscription Agreement.
- (ii) On each of the Bond Payment Dates, paying interest and repaying principal on the Bonds, deducting the total amount of the tax withholding for return on investments that should be made in accordance with applicable tax laws.
- (iii) On each of the Interest Rate Fixing Dates, notifying the Management Company of the Euribor Reference Rate determined to be used as the basis for calculating the Nominal Interest Rate applicable to Series A1, B and C.
- (iv) On each second business day preceding each Series A2 settlement date, notifying the Management Company of the Euribor Reference Rate determined which shall be the basis for determining calculation of the Nominal Interest Rate applicable to the Series A2 Bonds.

In the event of the credit ratings assigned to BANCO COOPERATIVO falling or for any other duly justified reason which may be detrimental to the ratings granted to the Bonds by the Rating Agencies, the Management Company may revoke the appointment of BANCO COOPERATIVO as Paying Agent, and shall thereupon designate a substitute institution. Should BANCO COOPERATIVO be replaced as Paying Agent, the Management Company shall be entitled to change the fee payable to the substitute institution, which may be higher than that established with BANCO COOPERATIVO under this agreement.

In consideration of the services provided by the Paying Agent, the Fund shall pay it a fee of EUR six hundred (600.00), inclusive of taxes as the case may be, during the term of the agreement, payable on each Bond Payment Date, provided that the Fund has sufficient liquidity and in the Priority of Payments or in the Liquidation Priority of Payments, as the case may be.

In the event that 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 the Payment Date on which that situation is no longer current.

The Paying Agent Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to each of the Bond Series as final by the start of the Subscription Period.

V.3.5 Financial Intermediation Agreement.

The Management Company shall, for and on behalf of the Fund, enter with Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C., into a Financial Intermediation Agreement designed to remunerate these Institutions for the financial intermediation process carried out, enabling the financial transformation defining the Fund's activity, the subscription by the Fund for the Mortgage Certificates and for the Pass-Through Certificates and the satisfactory rating assigned to each of the Bond Series.

Those institutions shall be entitled to receive from the Fund a variable subordinated remuneration which shall be determined annually and shall accrue upon the expiration of every quarterly period, comprising, other than for the first period, the three calendar months preceding each Payment Date, in an amount equal to the positive difference, if any, between the income and expenditure, including losses brought forward from previous years, accrued by the Fund with reference to its accounts and before the close of the months of February, May, August and November, these being the last month in each calendar quarter. Exceptionally, the first period shall comprise between the Fund constitution date until May 31, 2005, inclusive, this being the last day of the month preceding the first Payment Date, June 15, 2005.

The variable remuneration accrued at the close of the months of February, May, August and November shall be settled on the Payment Date immediately following the last day of each of said months, provided that the Fund has sufficient liquidity in the Fund Priority of Payments.

If the Fund should not have sufficient liquidity on a Payment Date in the Priority of Payments to pay the full remuneration, the amount of the variable remuneration not paid shall accumulate without any penalty whatsoever on the remuneration payable on the following Payment Date until it is paid in full.

The Financial Intermediation Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to each of the Bond Series as final by the start of the Subscription Period.

V.3.6 Mortgage Certificate and Pass-Through Certificate Custody Agreement.

The Management Company shall, for and on behalf of the Fund, enter with BANCO COOPERATIVO into a Mortgage Certificate and Pass-Through Certificate Custody Agreement. That deposit shall be established for the benefit of the Fund and BANCO COOPERATIVO shall therefore safe-keep the documents representing the Mortgage Certificates and the Pass-Through Certificates deposited following the Management Company's instructions.

In consideration of the services to be provided by the Custodian, the Fund shall pay a fee of 0.01 per thousand, inclusive of tax, if any, on the mean Outstanding Balance of the Mortgage Certificates and of the Pass-Through Certificates during each Interest Accrual Period, and during the term of the agreement, payable on each Bond Payment Date, provided that the Fund has sufficient liquidity in the Fund Priority of Payments.

If the Fund, through its Management Company, should not have sufficient liquidity in the Fund Priority of Payments and fail on a Payment Date to pay the full fee due, the unpaid amounts shall accumulate without any penalty whatsoever on the fee payable on the following Payment Dates, whereupon it shall be paid.

The Mortgage Certificate and Pass-Through Certificate Custody Agreement shall be fully terminated in the event that the Rating Agencies should not confirm the provisional ratings assigned to each of the Bond Series as final by the start of the Subscription Period.

V.3.8 Collection Accounts.

In the event that any of the Originators should obtain at any time during the life of the Bonds a minimum rating for non-subordinated and unsecured debt short-term debt of P-1 and F1 respectively assigned by Moody's and by Fitch, or any other rating accepted by these Rating Agencies with the same effects, the Management Company shall proceed to open a financial account (the "**Collection Account(s)**") with the relevant Originator and upon its request which the latter shall credit after being opened with the amounts received derived from the Mortgage Loans serviced by the Servicer under the Servicing Agreement. The Management Company, for and on behalf of the Fund, and the relevant Originator, shall enter into a guaranteed interest rate account agreement regulating the operation of the Collection Account and the financial terms, on terms substantially like the terms laid down in the Guaranteed Interest Rate Account (Treasury Account) Agreement.

The balance on the Collection Account(s), including the returns obtained on the Collection Account balances proper, shall be transferred to the Treasury Account on each of the Determination Dates, for same day value.

V.4 Priority rules established in Fund payments.

V.4.1 Source and application of funds on the Bond Closing Date and until the first Payment Date, exclusive.

The source and application of the amounts available for the Fund on the Bond issue Closing Date shall be as follows:

1. **Source:** the Fund shall have the following funds:
 - a) Bond subscription payment.
 - b) Drawdown of the Start-Up Loan and of the Subordinated Loan.
2. **Application:** in turn, the Fund will apply the funds described above to the following payments:
 - a) Payment of the price for acquiring the Mortgage Certificates and the Pass-Through Certificates.
 - b) Payment of the Fund constitution and Bond issue expenses.
 - c) Provisioning of the Cash Reserve.
 - d) Balance on the Treasury Account upon the Start-Up Loan being drawn down for covering the timing difference between Mortgage Certificate and the Pass-Through Certificate interest and Bond interest on the first Payment Date

V.4.2 Source and application of funds from the first Payment Date, inclusive, until the last Payment Date or liquidation of the Fund, exclusive.

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

V.4.2.1 Available Funds: source and application.

1. Source.

The available funds (the "**Available Funds**") on each Payment Date to meet the Fund's payment or withholding obligations listed in section 2 below shall be the following amounts credited to the Treasury Account:

- a) Mortgage Certificate and Pass-Through Certificate principal repayment income received during the Determination Period preceding the relevant Payment Date.
- b) Mortgage Certificate and Pass-Through Certificate ordinary and late-payment interest income received during the Determination Period preceding the relevant Payment Date.
- c) The return obtained on the amounts credited to the Treasury Account and, as the case may be, to the Collection Accounts.
- d) The amount of the Cash Reserve on the Determination Date preceding the relevant Payment Date.
- e) Net amounts, if any, received by the Fund under the Interest Swap Agreement and the amount making up the settlement payment in the event of termination of that Agreement.
- f) Any other amounts received by the Fund from the preceding Payment Date, exclusive, until the relevant Payment Date, including those resulting from the sale or utilisation of properties awarded to the Fund.
- g) The balance upon the Start-Up Loan being drawn down to the relevant extent for covering the timing difference between Mortgage Certificate and Pass-Through Certificate interest and Bond interest on the first Payment Date.

Income under items a), b) and f) above received by the Fund and credited to the Treasury Account from the Determination Date, exclusive, preceding the Payment Date for the latter, 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 to meeting payment or withholding obligations falling due on each Payment Date in the following priority of payments (the **"Priority of Payments"**), irrespective of the time of accrual, other than item number 1, which may be made at any time as and when due:

1. 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 and the Mortgage Certificate and Pass-Through Certificate Custody Agreement. Only expenses prepaid or disbursed on the Fund's behalf by and amounts reimbursable to the Servicers, provided they are all properly supported, and the Mortgage Loan servicing fee in the event of a substitution of a servicer other than BANCO COOPERATIVO, shall be made to the Servicers under the Servicing Agreement in this priority.
2. Payment, as the case may be, of the net amounts payable by the Fund under the Interest Swap Agreement and, only in the event of termination of that Agreement following a breach by the Fund or because the latter is the party affected by objective circumstances subsequently occurring, payment of the amount to be settled by the Fund comprising the settlement payment.
3. Payment of interest due on the Series A1 and Series A2 Bonds.
4. Payment of interest due on the Series B Bonds unless this payment is deferred to 7th place in the priority of payments.

If the Class A Bonds have not been and are not to be fully amortised on the relevant Payment Date, this payment shall be deferred to 7th place if on the relevant Payment Date, upon calculating the application of Available Funds for Amortisation Withholding in 6th place below, this application to be taken into account in that connection, there is to be an Amortisation Deficiency in an amount in excess of the sum of (i) fifty percent (50%) of the issue face amount of the Series B Bonds, and (ii) one hundred percent (100%) of the issue face amount of the Series C Bonds.

5. Payment of interest due on the Series C Bonds unless this payment is deferred to 8th place in the priority of payments.

If the Class A and the Series B Bonds have not been and are not to be fully amortised on the relevant Payment Date, this payment shall be deferred to 8th place if on the relevant Payment Date, upon calculating the application of Available Funds for Amortisation Withholding in 6th place below, this application to be taken into account in that connection, there is to be an Amortisation Deficiency in an amount in excess of fifty percent (50%) of the issue face amount of the Series C Bonds.

6. Bond principal Amortisation Withholding in an amount equal to the positive difference existing between (i) the Outstanding Principal Balance of the Bond Issue and (ii) the Outstanding Balance of Non-Doubtful Mortgage Loans, both on the Determination Date preceding the relevant Payment Date.

Depending on the liquidity existing on each Payment Date, the amount, in accordance with the preceding paragraph, actually applied to the Amortisation Withholding, shall make up the Available Funds for Amortisation which shall be applied between each Series in accordance with the rules for Distribution of Available Funds for Amortisation between each Series established hereinafter in this same section.

7. Payment of interest due on the Series B Bonds when it is deferred from 4th place in the priority of payments as established therein.
8. Payment of interest due on the Series C Bonds when it is deferred from 5th place in the priority of payments as established therein.
9. Withholding of an amount sufficient for the Required Cash Reserve to be maintained.
10. Payment of the settlement payment amount to be made by the Fund, as the case may be, under the Interest Swap Agreement other than in the events provided for in 2nd place above.
11. Payment of interest due on the Start-Up Loan.
12. Payment of interest due on the Subordinated Loan.
13. Repayment of Start-Up Loan principal in the amortised amount.
14. Repayment of Subordinated Loan principal in the amortised amount.
15. Payment to the Servicers under the Servicing Agreement of the fee for servicing the Mortgage Loans.

In the event that any other institution should replace any of the Servicers as Servicer, payment of the Mortgage Loan 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 in the relevant priority, other than in the event that the new servicer is BANCO COOPERATIVO, in which case payment of the servicing fee shall remain in the same 15th place.
16. Payment of the financial intermediation margin established as variable remuneration under the Financial Intermediation Agreement.

Other than Bond principal amortisation, which shall be made in accordance with the rules for Distribution of Available Funds for Amortisation between each Series established in the following section, when accounts for different items exist in a same priority of payments and the remaining 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.

V.4.2.2 Available Funds for Amortisation: source and distribution.

1. Source.

On each Payment Date, the Available Funds for Amortisation shall be the Amortisation Withholding amount applied in 6th place of the Available Funds on the relevant Payment Date.

2. Distribution of Available Funds for Amortisation between each Series.

1. Notwithstanding the provisions of rules 3 and 4 below for pro rata amortisation of the different Series, the Available Funds for Amortisation shall be sequentially applied firstly to amortising Class A until fully amortised, secondly to amortising Series B until fully amortised, and thirdly to amortising Series C until fully amortised.

2. The Available Funds for Amortisation applied to amortising Class A, both under rule 1 above and under rules 3 and 4 below, shall be applied as follows:

2.1 Ordinary application in the following order:

1. Repayment of Series A2 Bond principal in the amount of the repayment falling due on the Payment Date in accordance with the repayment schedule established for Series A2.
2. Repayment of Series A1 Bond principal.

2.3 Exceptional pro rata application of Class A ("**Pro Rata Amortisation of Class A**"): The application priority of paragraph 2.1 above and repayment of Series A2 Bond principal in the amount of the repayment instalment in accordance with the repayment schedule established for Series A2 shall be stopped on any Payment Date if any of the circumstances established below should occur.

a) In the event that on the Determination Date preceding the relevant Payment Date the Outstanding Balance of Delinquent Mortgage Loans is in excess of 2.00% of the Outstanding Balance of Non-Doubtful Mortgage Loans.

In that event, on the relevant Payment Date, the Available Funds for Amortisation applied to amortising Class A shall be applied to amortising Series A1 and Series A2 and be prorated among the same directly in proportion to the Outstanding Principal Balances of Series A1 and of Series A2 on the Determination Date preceding the relevant Payment Date.

b) In the event that on the relevant Payment Date, if upon calculating the Available Funds for Amortisation and their distribution for repayment of principal of each of the Series in accordance with the remaining rules of this section, the Outstanding Principal Balance of Series A2 is to be in excess of 25% of the Outstanding Principal Balance of the Bond Issue.

In that event, on the relevant Payment Date the Available Funds for Amortisation applied to amortising Class A shall be applied to amortising Series A1 and Series A2 and be distributed among the same in such a way that the ratio of (i) the Outstanding Principal Balance of Series A2 to (ii) the Outstanding Principal Balance of the Bond Issue is kept at 25.00% or lower percentage closest thereto.

3. However, even if Class A has not been fully amortised, the Available Funds for Amortisation shall also be applied to amortising Series B and/or Series C on the Payment Date on which the following circumstances are satisfied ("**Conditions for Pro Rata Amortisation**"):

a) In order for Series B to be amortised pro rata, that on the Determination Date preceding the relevant Payment Date:

- i) the Outstanding Principal Balance of Series B is equal to or greater than 3.491% of the Outstanding Principal Balance of the Bond Issue; and
- ii) the Outstanding Balance of Delinquent Mortgage Loans does not exceed 1.50% of the Outstanding Balance of Non-Doubtful Mortgage Loans.

b) In order for Series C to be amortised pro rata, that on the Determination Date preceding the relevant Payment Date:

- i) the Outstanding Principal Balance of Series C is equal to or greater than 4.309% of the Outstanding Principal Balance of the Bond Issue; and

- ii) the Outstanding Balance of Delinquent Mortgage Loans does not exceed 1.00% of the Outstanding Balance of Non-Doubtful Mortgage Loans.
 - c) In order for Series B and Series C to be amortised pro rata:
 - i) that the Required Cash Reserve is to be fully provisioned on the relevant Payment Date; and
 - ii) that on the Determination Date preceding the relevant Payment Date, the Outstanding Balance of the Mortgage Loans is less than 10 percent of the initial Outstanding Balance upon the Fund being constituted.
4. In the event that the pro rata amortisation of Series B and/or Series C should apply on a Payment Date as provided for in rule 3 above, the Available Funds for Amortisation shall also be applied to amortising Series B and/or Series C in such a way that the ratio of the Outstanding Principal Balance of Series B or of Series C to the Outstanding Principal Balance of the Bond Issue is respectively kept at 3.491% or 4.309%, or higher percentages closest thereto.

V.4.4 Liquidation Priority of Payments.

The Management Company shall proceed to liquidate the Fund upon the Fund being liquidated on the Final Maturity Date or on the Payment Date on which there is an Early Liquidation in accordance with the provisions of section III.7 of the Offering Circular, by applying the available funds obtained upon liquidation to the following items (the "**Liquidation Available Funds**"): (i) the Available Funds, (ii) the amounts obtained by the Fund from time to time upon disposing of the assets in connection with the Mortgage Certificates and the Pass-Through Certificates remaining and, as the case may be, (iii) the amount drawn under a credit facility to be arranged and fully assigned to the final amortisation of the Bonds, in accordance with the provisions of section III.7.1, in the following priority of payments (the "**Liquidation Priority of Payments**"):

1. Reserve to meet the final tax, administrative or advertising expenses deriving from termination and liquidation of the Fund.
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 amounts reimbursable to the Servicers in relation to the Mortgage Loans, provided they are all properly supported, and the Mortgage Loan servicing fee in the event of a substitution of a servicer other than BANCO COOPERATIVO, shall be made to the Servicers under the Servicing Agreement in this priority.
3. Payment of amounts, if any, due upon termination of the Interest Swap Agreement and, only in the event of termination of that Agreement following a breach by the Fund or because the Fund is the party affected by objective circumstances subsequently occurring, payment of the settlement payment amount payable by the Fund.
4. Payment of interest due on the Series A1 and Series A2 Bonds.
5. Repayment of Series A1 and Series A2 Bond principal.
6. Payment of interest due on the Series B Bonds.
7. Repayment of Series B Bond principal.
8. Payment of interest due on the Series C Bonds.
9. Repayment of Series C Bond principal.
10. Payment of the settlement payment amount to be made by the Fund, as the case may be, under the Interest Swap Agreement other than in the events provided for in 3rd place above.
11. Payment of interest due and repayment of principal on the Subordinated Loan.
12. Payment of interest due and repayment of principal on the Start-Up Loan.
13. Payment to the Servicers under the Servicing Agreement of the fee for servicing the Mortgage Loans.

In the event that any other institution should replace any of the Servicers as Servicer, payment of the Mortgage Loan 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 in the relevant priority, other than in the

event that the new servicer is BANCO COOPERATIVO, in which case payment of the servicing fee shall remain in the same 13th place.

14. Payment of the financial intermediation margin established as variable remuneration under the Financial Intermediation Agreement.

Where receivables for different items exist in a same priority of payments on the Final Maturity Date or on the Payment Date on which there is an Early Liquidation and the Liquidation Available Funds are not sufficient to settle the amounts due under all of them, the 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 accounts payable fall due.

This is a Certified Translation into English of the Spanish Offering Circular. No document other than the Spanish Offering Circular approved by the Comisión Nacional del Mercado de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.

CHAPTER VI

GENERAL INFORMATION ON THE FUND MANAGEMENT COMPANY

In accordance with System of Investment Trusts and Companies and on Mortgage Securitisation Funds Act 19/1992, July 7, Mortgage Securitisation Funds have no own legal personality, and Mortgage Securitisation Fund Management Companies are entrusted with constituting, managing and legally representing those Funds, and representing and defending the interests of the holders of the securities issued by the Funds they manage.

Accordingly, this Chapter itemises the information relating to EUROPEA DE TITULIZACIÓN S.A., S.G.F.T., as the Management Company constituting, managing and representing RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS.

VI.1 In relation to the company, other than its share capital..

VI.1.1 Name and registered office.

- **Company name:** EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN.
- **Registered office:** Madrid, Lagasca, 120
- **VAT REG. No.:** A-80514466
- **Business Activity Code No.:** 6713

VI.1.2 Incorporation and registration in the Companies Register, and information relating to administrative authorisations by and registration at the Comisión Nacional del Mercado de Valores.

EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS 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, entered in the Companies Register of Madrid, volume 5,461, book O, folio 49, section 8, sheet M-89355, entry 1, dated March 11, 1993. It was subsequently re-registered as a Securitisation Fund Management Company in accordance with the provisions of chapter II and in the single transitional provision of Royal Decree 926/1998, May 14, regulating asset securitisation funds and securitisation fund management companies, 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. It is also entered in the special register of the CNMV, under number 2.

The Management Company has perpetual existence, other than in any of the events of dissolution provided by the laws and the articles of association.

VI.1.3 Objects.

In accordance with statutory requirements, article two of its Articles of Association establishes that: "The Company's exclusive objects shall be to constitute, administer, manage and legally represent both asset securitisation funds and mortgage securitisation funds. Furthermore, and in accordance with the statutorily applicable regulations, the Company shall, as the manager of third party business, be responsible for representing and defending the interests of the holders of securities issued on the Funds it manages and of all their other ordinary creditors."

VI.1.4 Place where the documents referred to in the Offering Circular or the existence of which may be inferred from its contents may be found.

The Articles of Association, accounting, economic and financial statements of the Management Company and any other document referred to in this Offering Circular, including the latter, or the existence of which may be inferred from its contents, may be found at the Management Company's registered office at Calle Lagasca number 120, Madrid.

This Offering Circular was entered in the official registers of the CNMV on April 28, 2005. It is publicly available, free of charge, at the Management Company's and the Underwriters' registered offices. It may also be found at the CNMV in Madrid, Paseo de la Castellana, 19, and at the AIAF governing body, of Madrid, Plaza Pablo Ruiz Picasso, s/n, Edificio Torre Picasso, planta 43.

Upon the Deed of Constitution being executed and before the Bond subscription period begins, the Management Company shall deliver a certified copy of the Deed of Constitution to the CNMV. Furthermore, the Management Company, Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores S.A, or the affiliated undertaking to which the latter delegates its functions, and the AIAF governing body shall at all times make copies of the Deed of Constitution available to the Bondholders and the public at issue in order that they may be examined.

VI.2 In relation to the share capital.

VI.2.1 Face amount subscribed for and paid up.

The wholly subscribed for, paid up share capital amounts to one million eight hundred and three thousand and thirty-seven euros and fifty cents (EUR 1,803,037.50) represented by 2,500 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.

VI.2.2 Classes of shares.

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

VI.2.3 Evolution of the share capital over the last three years.

During the last three years there has been no change in the share capital of the Management Company.

VI.3 Information relating to shareholdings.

VI.3.1 Existence or not of shareholdings in other companies.

There are no shareholdings in any other company.

VI.3.2 Group of companies in which the company has membership.

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

VI.3.3 Significant shareholders.

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

Name of shareholder company	Holding * (%)
Banco Bilbao Vizcaya Argentaria , S.A.	82.9703
J.P. Morgan España, S.A.	4.0000
Caja de Ahorros del Mediterráneo	1.5420
Bankinter, S.A	1.5317
Barclays Bank, S.A.	1.5317
Citibank España, S.A.	1.5317
Deutsche Bank Credit, S.A.	0.7658
Deutsche Bank, S.A.E.	0.7658
Banco Cooperativo Español, S.A.	0.7658
Banco Pastor, S.A.	0.7658
Banco de la Pequeña y Mediana Empresa, S.A.	0.7658
Banco Sabadell, S.A.	0.7658
Banco Urquijo, S.A.	0.7658
BNP Paribas España, S.A.	0.7658
Caja de Ahorros y Monte de Piedad de Madrid	0.3829
Caja de Ahorros de Salamanca y Soria – Caja Duero	0.3829
	100.00

* Rounded to 4 decimal places

VI.4 Corporate bodies.

The government and management of the Management Company are entrusted in the Articles of Association to the General Shareholders' Meeting and the Board of Directors. Its duties and authorities are as prescribed for those bodies in the Public Limited Companies Act and in Act 19/1992, July 7, in relation to the objects.

Among the other bodies for which provision is made in the Articles of Association, an Executive Committee has been set up with delegated authorities of the Board. There is also a General Manager vested with extensive authorities within the organisation and vis-à-vis third parties.

VI.4.1 Officers.

Board of Directors.

The Board of Directors has the following membership:

Chairman:	Mr Roberto Vicario Montoya
Vice-Chairman:	Mr Carlos Pertejo Muñoz
Directors*:	Mr Ignacio Aldonza Goicoechea Mr Luis Bach Gómez Mr José M ^a . Castellón Leal on behalf of Barclays Bank, S.A. Mr José Luis Domínguez de Posada Ms Ana Fernández Manrique Mr Juan Gortázar Sánchez-Torres Mr Mario Masiá Vicente Ms Carmen Pérez de Muniaín Mr David Pérez Renovales on behalf of Bankinter, S. A. Mr Jesús del Pino Durán Mr Jorge Sáenz de Miera, on behalf of Deutsche Bank Credit, S.A. Mr José Miguel Raboso Díaz on behalf of Citibank España, S.A. Mr José Manuel Tamayo Pérez Mr Pedro M ^a . Urresti Laca, on behalf of J.P. Morgan España, S.A. Mr Pablo Hernández Sampelayo, on behalf of Banco Urquijo S.A.
Non-Director Secretary:	Ms Belén Rico Arévalo

VI.4.2 General Manager.

The General Manager of the Management Company is Mr Mario Masiá Vicente.

VI.5 Aggregate interests in the Management Company by the persons referred to in section VI.4.

The persons referred to in section VI.4.1 above are not the direct or indirect holders or representatives of any share or obligation, other than the persons specifically referred to as representing a shareholder company, and only as such.

VI.6 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.

VI.7 Specification as to whether or not the management company has any bankruptcy proceedings under way and the possible existence of significant lawsuits and matters which might affect its economic and financial position or, in the future, its ability to carry out the fund management and administration functions for which provision is made in this Offering Circular.

There are none.

CHAPTER VII

RECENT EVOLUTION OF THE MORTGAGE MARKET AND IMPLICATIONS FOR THE FUND

VII.1 Most recent significant trends in the Mortgage Market in general and of the mortgage loan market in particular in relation to the legal framework, with the development of interest rates, and prepayment and delinquency rates.

The Spanish mortgage market has in recent years undergone a major transformation both in regard to its laws and the prevailing interest of credit institutions in developing and increasing their interest in the market, and as a result of factors inherent in the development of the market proper (interest rates, demand for credit and price of housing). The most significant elements in the recent evolution of the Spanish market are described hereinafter in this section.

Mortgage credit.

In January 2005, mortgage credit came to have an outstanding balance of EUR 541,288 millions, 54.5% in the investment portfolio of Savings Banks and 38.4% in that of banks. From early 1998, mortgage credit has grown at an average pace in excess of 20% per annum. Consequent upon this strong boost, mortgage credit accounted for almost 55% of the total credit portfolio of financial institutions towards the end of January 2005.

OUTSTANDING CREDIT BALANCES WITH MORTGAGE SECURITY

(Year-end figures in EUR billions)

	Total	Banks	Savings Banks	Financial Credit Institutions	Credit Cooperatives
2005*	541.2	207.9	295.2	5.7	32.4
2004	531.6	204.2	290.0	5.6	31.8
2003	430.8	167.9	231.8	5.1	26.0
2002	354.3	135.5	193.3	3.8	21.7
2001	297.0	115.2	160.3	3.5	18.0
2000	250.8	97.7	135.0	3.3	14.8
1999	209.6	84.0	109.8	3.5	12.3
1998	174.6	68.3	92.9	3.5	9.8
1997	147.3	57.8	77.3	4.0	8.2
1996	124.1	48.4	65.2	4.2	6.3
1995	108.5	42.2	57.5	3.5	5.2
1994	97.6	38.4	51.0	3.8	4.3
1993	85.2	34.2	43.5	4.1	3.3
1992	75.5	31.2	37.2	4.3	2.7
1991	67.4	29.0	32.2	4.3	1.9
1990	58.6	24.9	28.9	3.5	1.3

*Figures as at January 2005

Source: Bank of Spain

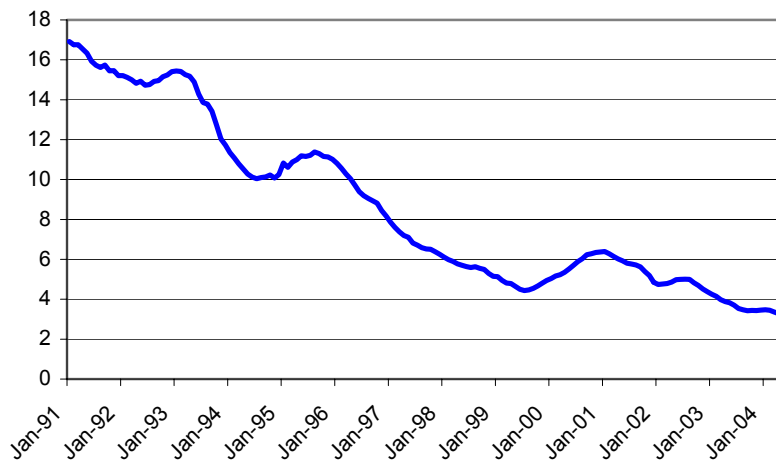
The increased demand for mortgage credit was supported by the strong development of the housing market, resulting in more than a million transactions per annum since early 1998, and an increase in the average amount per mortgage, which has more than doubled over these five years, going from an average of EUR 50,000 per mortgage in 1998 to EUR 133,000 on average in 2004.

In the year 2004, the mortgage balance amounted to EUR 531,711 million, rising by 23.4% with respect to the year before.

Interest rates.

Upon the Spanish economy coming under the European Central Bank’s discipline, there was an outstanding drop in interest rates which was rapidly passed to the mortgage market. These enhanced financial terms have made it easier for families to buy a home, boosting the demand for residential homes. From the early nineties, mortgage interest rates in Spain have dropped to one-third and repayment terms have been extended to 25 and 35 years. The reduced interest rates and extended credit terms has resulted in a significant drop in monthly instalments paid by families for buying a home.

Mortgage Credit Interest rate
All-Institutions Average



Source: Spanish Mortgage Association

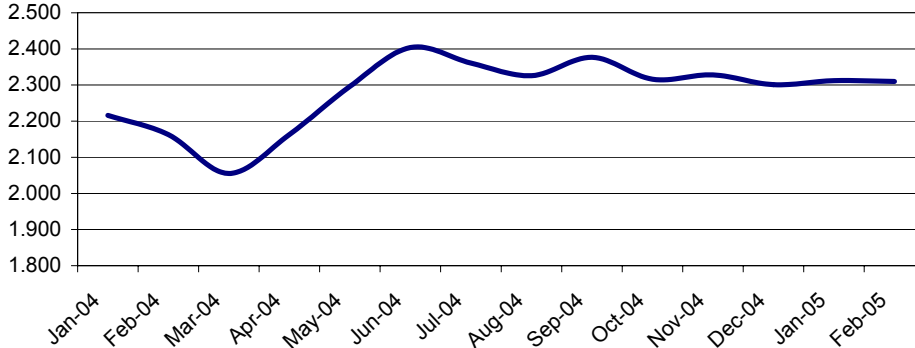
FINANCING TERMS

	% Interest Rates	Average Terms (years)	Rate per EUR 6,000 (EUR/month)	Average home price (EUR/100 m²)
2004	3.3%	25	29.68	167,200
2000	5.0%	20	39.70	90,150
1995	10.0%	15	64.60	66,100
1990	14.0%	10	93.30	56,500

Source: BBVA and Spanish Mortgage Association

As for 2004 mortgage rates, the December interest rate (3.349) is slightly below the one-year mortgage reference rate (as per Bank of Spain Circular 7/1999, June 29) for the year 2004 (3.356).

Evolution of one-year Mortgage Euribor between January 2004 and February 2005



Source: Spanish Mortgage Association

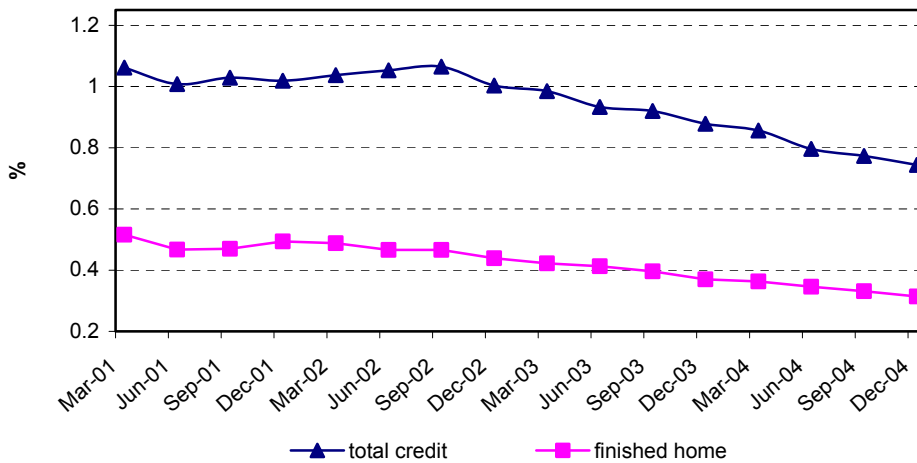
Real estate price increases have prevented the enhanced financing terms from being fully passed to the home accessibility ratios due to a significant real estate price increase. Overall, family monthly payments for buying a home have remained relatively consistent in proportion: although improved rates and extended terms result in lower monthly payments for a family buying a home, higher-priced homes have resulted in a greater credit amount being required, thereby increasing the monthly instalment. In terms of financial effort, monthly payments under a loan for buying an average home, using data for the third quarter of 2004, were equivalent to 31% of an average family's total gross income, which were reduced to 25% when tax rebates were considered, for a 25-year medium-term financing.

Delinquency.

The mortgage market has been strongly boosted in these years in the midst of important risk management improvements resulting in mortgage delinquency of financial institutions as a whole being minimised.

At present, finished home mortgage delinquency is currently at 0.314% of the total mortgage portfolio of credit institutions, very far from the 4% rate there was in 1993. As for the credit portfolio as a whole, mortgage delinquency stands at less than 50% of total delinquency (0.744%).

Delinquency in Spain



Spanish Mortgage Association data as of March 2005

Regulatory changes.

The object of most recent regulations has been to provide mortgagors with a greater power to negotiate the terms of loans, and reduce certain costs attached to loan renegotiation. In this sense, in addition to Mortgage Loan Subrogation and Amendment Act 2/1994, March 30 (making provision for the possibility of substituting and renegotiating the economic terms of loans, reducing both tax and fee costs, and reducing floating interest rate loan prepayment charges), two measures were taken designed to cheapen transaction costs in mortgage loan subrogation and amendment and novation transactions: on the one hand, the agreement made between the Economy Ministry and banks and savings banks, lowering charges; and on the other the approval of Royal Decree 2616/1996, December 20, modifying both notarial and registration fees in mortgage loan subrogation and novation transactions under that Act 2/1994.

Prepayment.

The substantial cut in interest rates in recent years along with an enhanced competitiveness among credit institutions in this segment of financing given its strategic character with a view to fidelising customers, has fostered a considerable increase in prepayment rates of mortgage loans remaining with interest rates in excess of those prevailing in the mortgage market from time to time, upon the failure by the lenders to renegotiate the financial terms.

In any event, it should therefore be borne in mind that mortgage loan prepayment shall take place irrespective of said Mortgage Loan Subrogation and Amendment Act 2/1994, for the possibility or advisability of so doing shall be prompted not only by the facilities given in that connection but by such more determinant factors as mainly age and higher interest rate of the loans in relation to those offered from time to time.

VII.2 Implications that might derive for the Fund from the trends remarked in the preceding point VII.1 (prepayment rate, default rate, et cetera):

The Mortgage Loans for the issue of the Mortgage Certificates to be subscribed for by the Fund all have a floating interest rate and are adjusted from time to time to market interest rate variations. Because of this, a high prepayment rate of the Mortgage Loans is not to be expected. The provisions established for the renegotiation for determining the interest rate of loans that might be in upper ranges in relation to the market level from time to time should also be borne in mind.

As for the Obligors' creditworthiness, as set forth in section IV.4.h), some of the provisional portfolio mortgage loans which shall back the issue of the Mortgage Certificates were liable as of March 29, 2005 for arrears of up to 90 days in payment of amounts due, which situation was checked, as explained in section III.1.10 of the audit report attached as Appendix V to this Offering Circular. Nevertheless, the Mortgage Loans that will finally be the subject of the issue of Mortgage Certificates for the Fund to be constituted shall have no overdue amounts on the date of issue for a period in excess of one (1) month.

Signature: Mario Masiá Vicente
General Manager
EUROPEA DE TITULIZACIÓN, S.A., S.G.F.T.

This is a Certified Translation into English of the Spanish Offering Circular. No document other than the Spanish Offering Circular approved by the Comisión Nacional del Mercado de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.

APPENDIX I

DEFINITIONS

This is a Certified Translation into English of the Spanish Offering Circular. No document other than the Spanish Offering Circular approved by the Comisión Nacional del Mercado de Valores may have any legal effect whatsoever or be taken into account with respect to the Bond Issue.

APPENDIX I

Definitions

“**ABN AMRO**” shall mean ABN AMRO BANK NV.

“**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.

“**Act 2/1994**” shall mean Mortgage Loan Subrogation and Amendment Act 2/1994, March 30.

“**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.

“**Act 40/1998**” shall mean Personal Income Tax and Other Tax Rules Act 40/1998, December 9.

“**Act 41/1998**” shall mean Non-Resident Income and Tax Rules Act 41/1998, December 9.

“**Act 44/2002**” shall mean Financial System Reform Measures Act 44/2002, November 22.

“**AIAF**” shall mean AIAF Fixed-Income Market (*AIAF Mercado de Renta Fija*).

“**Available Funds for Amortisation on each Payment Date**” shall mean the amount to be allocated to the amortisation of Bonds on each Payment Date.

“**Available Funds**” shall mean on each Payment Date the sum of (i) the balance on the Treasury Account, and (ii) the amount, if any and where appropriate, deriving from the liquidation of the Fund’s assets.

“**Banco Cooperativo**” shall mean Banco Cooperativo Español, S.A.

“**BANCO PASTOR**” shall mean BANCO PASTOR, S.A.

“**BANESTO**” shall mean BANCO ESPAÑOL DE CRÉDITO, S.A.

“**BBVA**” shall mean BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

“**Bond Issue**” shall mean the issue of asset-backed bonds issued by the Fund having a face value of EUR one billion one hundred million (1,100,000,000.00) consisting of eleven thousand 11,000 Bonds and comprised of four Series A1, A2, B and C.

“**Bond Paying Agent Agreement**” shall mean the Bond paying agent agreement entered into between the Management Company, acting for and on behalf of the Fund, and Banco Cooperativo.

“**Bonds**” shall mean the Series A1 Bonds, the Series A2 Bonds, the Series B Bonds and the Series C Bonds issued by the Fund.

“**Business Day**” shall mean any day other than a non-business day in the TARGET calendar.

“**Caja de Madrid**” shall mean CAJA DE AHORROS Y MONTE DE PIEDAD DE MADRID

“**Cash Reserve**” shall mean the cash reserve initially provisioned on the Closing Date by drawing down the Subordinated Loan, and subsequently provisioned up to the Required Cash Reserve.

“**CET**” shall mean Central European Time.

“**Circular 2/1994**” shall mean National Securities Market Commission Circular 2/1994, March 16, approving the standard Offering Circular for constituting Mortgage Securitisation Funds.

“**Circular 2/1999**” shall mean National Securities Market Commission Circular 2/1999, April 22, approving certain standard offering circulars for use in public issues and offerings of securities.

“**Closing Date**” shall mean May 6, 2005, the date on which the cash amount of the subscription for the Bonds must be paid up and the face amount of the Mortgage Certificates and the Pass-Through Certificates must be paid.

“**CNMV**” shall mean the National Securities Market Commission (*Comisión Nacional del Mercado de Valores*).

“**CPR**” shall mean the effective constant annual early amortisation or prepayment rate at which average lives and durations of the Bonds are estimated in this Offering Circular.

“**Deed of Constitution**” shall mean the public deed recording the constitution of the Fund, issue of and subscription for the Mortgage Certificates and the Pass-Through Certificates and Issue of the Bonds.

“**Delinquent Mortgage Loans**” shall mean Mortgage Loans that are delinquent on a given date with an arrears in excess of three (3) months in payment of overdue amounts, excluding Doubtful Mortgage Loans.

“**Determination Dates**” shall mean the dates falling on the fifth Business Day preceding each Payment Date.

“**Determination Period**” shall mean the exact number of days elapsed between every two consecutive Determination Dates, not including in each Determination Period the beginning Determination Date but including the ending Determination Date. Exceptionally, the duration of the first Determination Period shall be equal to the days elapsed between the date of constitution of the Fund, inclusive, and the first Determination Date, June 15, 2005, inclusive.

“**Doubtful Mortgage Loans**” shall mean Mortgage Loans that are delinquent on a given date with a period of arrears equal to or greater than eighteen (18) months in payment of amounts due or which have been foreclosed.

“**DZ BANK**” shall mean DZ BANK AG DEUTSCHE ZENTRAL-GENOSSENSCHAFTSBANK.

“**EIB Rate**” shall mean the floating interest nominal interest rate determined by the EUROPEAN INVESTMENT BANK in accordance with the applicable policies established from time to time by its management bodies to loans under a floating interest rate system not defined with reference to EURIBOR.

“**Early Amortisation**” shall mean the amortisation of the Bonds on a date preceding the Final Maturity Date in the Early Liquidation Events of the Fund, in accordance with and subject to the requirements established in section III.7.1 of this Offering Circular.

“**Early Liquidation Events**” shall mean the events contained in section III.7.1 where the Management Company, following notice duly served on the CNMV, is entitled to proceed to an Early Liquidation of the Fund and Early Amortisation of the Bond Issue on a Payment Date.

“**Early Liquidation of the Fund**” shall mean the liquidation of the Fund and thereby an 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 III.7.1.

“**EBN**” shall mean EBN BANCO DE NEGOCIOS, S.A.

“**Euribor Reference Rate**” shall mean three- (3-) month Euribor rate, fixed at 11am (CET time) on the Interest Rate Fixing Date, or its substitute rate, other than for the first Interest Accrual Period where it shall be the rate resulting from the straight-line interpolation between the one- (1-) month and the three- (3-) month Euribor rate, taking into account the number of days in the first Interest Accrual Period.

“**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 by a panel consisting of 57 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 fixed at 11am (CET time), accurate to three decimal places.

“**Final Maturity Date**” shall mean the final Bond amortisation date, i.e. March 15, 2038 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, acting for and on behalf of the Fund, and Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora S.C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C..

“**Financial Intermediation Margin**” shall mean, under the Financial Intermediation Agreement, the variable subordinated remuneration to be accrued every year in an amount equal to the positive difference, if any, between the income and expenditure of the Fund before its official accounts are closed and before the fiscal year is closed, reduced by the amount, if any, of the tax losses brought forward yet to be set off in settling the Corporation Tax, and which shall be settled quarterly on each Payment Date, by means of part payments on account of the annual remuneration.

“**Fitch**” shall mean both Fitch Ratings España, S.A. and Fitch Ratings Limited, the holding company to which Fitch Ratings España, S.A. is affiliated.

“**Fund**” shall mean RURAL HIPOTECARIO VII FONDO DE TITULIZACIÓN DE ACTIVOS.

“**Guaranteed Interest Rate Account (Treasury Account) Agreement**” shall mean the guaranteed interest rate account (Treasury Account) agreement entered into between the Management Company, acting for and on behalf of the Fund, and Banco Cooperativo.

“**Iberclear**” shall mean Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores S.A.

“**Interest Accrual Period**” shall mean for Series A1, B and C 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, June 15, 2005, exclusive.

“**IRR**” shall mean the internal rate of return.

“**Lead Managers**” shall mean Banco Cooperativo, BBVA, DZ BANK and SOCIÉTÉ GÉNÉRALE.

“**Liquidation Available Funds**” shall mean, in relation to the Liquidation Priority of Payments on the Final Maturity Date or on the Payment Date on which there is an 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 assets remaining and, as the case may be, (iii) the amount drawn under the credit facility for final amortisation of the Bonds, in accordance with the provisions of section III.7.1 of the Offering Circular.

“**Liquidation Priority of Payments**” shall mean the priority for applying the Fund’s payment or withholding obligations in the priority given, applicable on the Final Maturity Date or on the date of Early Liquidation of the Fund.

“**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 Certificate and Pass-Through Certificate Custody Agreement” shall mean the Mortgage Certificate and Pass-Through Certificate custody agreement entered into between the Management Company, for and on behalf of the Fund, and Banco Cooperativo.

“Mortgage Certificates” shall mean the mortgage participation certificates issued in accordance with article 15 of Act 2/1981 and Royal Decree 685/1982 by Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural de Albacete, S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos S.C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora S.C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C., and subscribed for by the Fund.

“Mortgage Loan Servicing Agreement” shall mean the Mortgage Loan servicing agreement entered into between the Management Company, for and on behalf of the Fund, and Caixa Popular, Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo Caja Rural, S.C.C., Caja Rural de Albacete, S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos S.C.C., Caja Rural de Gijón, S.C.C., Caja Rural de Granada, S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C., as Servicers, and Banco Cooperativo as guarantor for fulfilment of the Servicers’ obligations.

“Mortgage Loans” shall mean the mortgage loans transferred by the Originators to the Fund by means of the issue of the Mortgage Certificates and of the Pass-Through Certificates on loans they own granted to individuals with mortgage security on homes located within Spanish territory, both directly and through subrogations of financing granted to developers.

“Non-Doubtful Mortgage Loans” shall mean Mortgage Loans that are not deemed to be Doubtful Mortgage Loans on a given date.

“Obligors” shall mean the Mortgage Loan borrowers.

“Originators” shall mean the institutions issuing the Mortgage Certificates or the Pass-Through Certificates: Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete, S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C.

“Outstanding Balance of the Mortgage Loans” shall mean the sum of outstanding capital and overdue capital 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 Balances of Series A1, A2, B and C.

“Outstanding Principal Balance of the Series” shall mean the sum of the outstanding principal balances to be amortised on the Bonds making up the Series, such balances including the principal amounts that should, as the case may be, have been amortised and were not so settled due to a shortfall of Available Funds for Amortisation of the Bonds in the Priority of Payments.

“Pass-Through Certificates” shall mean the pass-through certificates in accordance with the provisions of additional provision five of Act 3/1994 as worded by Act 44/2002 by Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C., and subscribed for by the Fund.

“Paying Agent” shall mean the firm servicing the Bonds. The Paying Agent shall be Banco Cooperativo.

“Payment Date” shall mean March 15, June 15, September 15 and December 15 or the following Business Day if any of those is not a Business Day. The first Payment Date shall be June 15, 2005.

“PricewaterhouseCoopers” shall mean PricewaterhouseCoopers Auditores S.L.

“Priority of Payments” shall mean the priority of payments for applying the Available Funds and for distribution of the Available Funds for Amortisation on each Payment Date to fulfilment of the Fund’s payment or withholding obligations, irrespective of the time of accrual, in the same priority given.

“Pro Rata Amortisation of Class A” shall mean the exceptional distribution on a Payment Date of the Available Funds for Amortisation applied to the amortisation of Class A Bonds, and distributed for the amortisation of Series A1 and A2, the amortisation of Series A2 in accordance with the repayment schedule established being stopped in certain circumstances for which provision is made in the rules for Distribution of Available Funds for Amortisation between each Series in the Priority of Payments.

“Rating Agencies” shall mean Moody’s Investors Service España, S.A. and Fitch Ratings España, S.A.

“Required Cash Reserve” shall mean the lower of the following amounts on each Payment Date: (i) EUR eleven million four hundred and forty thousand (11,440,000.00) and (ii) the higher of: a) 2.08% of the Outstanding Principal Balance of the Bond Issue, and b) 0.520% of the face amount of the Bond Issue.

“Royal Decree 116/1992” shall mean Book Entries and Stock Exchange Transaction Clearing and Settlement Royal Decree 116/1992, February 14.

“Royal Decree 291/1992” shall mean Royal Decree 291/1992, March 27, on Issues of and Public Offerings for the Sale of Securities, as reworded by Royal Decree 2590/1998, December 7.

“Royal Decree 685/1982” shall mean Royal Decree 685/1982, March 17, implementing certain aspects of Act 2/1981, and Royal Decree 1289/1991, August 2, amending certain of the previous Royal Decree’s articles.

“Royal Decree 926/1998” shall mean Royal Decree 926/1998, May 14, regulating asset securitisation funds and securitisation fund management companies.

“Securities Market Act” shall mean Securities Market Act 24/1988, July 28, amended by Act 37/1998, November 16, and Act 44/2002, November 22.

“Series A1 Bonds” shall mean the Series A1 Bonds issued by the Fund having a total face amount of EUR nine hundred and fifty-seven million one hundred thousand (957,100,000.00) comprising nine thousand five hundred and seventy-one (9,571) Bonds having a unit face value of EUR one hundred thousand (100,000).

“Series A1, B and C Bond Management and Underwriting and Placement Agreement” shall mean the Series A1, B and C Bond Management and Underwriting and Placement Agreement entered into by the Management Company, for and on behalf of the Fund, and Banco Cooperativo Español S.A. (“Banco Cooperativo”), as Lead Managers and Underwriters and Placement Agents, and as Underwriters and Placement Agents.

“Series A1” shall mean the Series A1 Bonds issued by the Fund.

“Series A2 Bond Subscription Agreement” shall mean the Series A2 Bond Subscription Agreement entered into by the Management Company, for and on behalf of the Fund, and the European Investment Bank.

“Series A2 Bonds” shall mean the Series A2 Bonds issued by the Fund having a total face amount of EUR one hundred million (100,000,000.00) comprising one thousand (1,000) Bonds having a unit face value of EUR one hundred thousand (100,000).

“Series A2” shall mean the Series A2 Bonds issued by the Fund.

“Series B Bonds” shall mean the Series B Bonds issued by the Fund having a total face amount of EUR nineteen million two hundred thousand (19,200,000.00) comprising one hundred and ninety-two (192) Bonds having a unit face value of EUR one hundred thousand (100,000).

“Series B” shall mean the Series B Bonds issued by the Fund.

“Series C Bonds” shall mean the Series C Bonds issued by the Fund having a total face amount of EUR twenty-three million seven hundred thousand (23,700,000.00) comprising two hundred and thirty-seven (237) Bonds having a unit face value of EUR one hundred thousand (100,000).

“Series C” shall mean the Series C Bonds issued by the Fund.

“Servicer(s)” shall mean each of the Originators issuing the Mortgage Certificates or the Pass-Through Certificates under the Mortgage Loan Servicing Agreement, Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C..

“Servicing Agreement” shall mean the Mortgage Loan servicing agreement.

“SOCIÉTÉ GÉNÉRALE” shall mean SOCIÉTÉ GÉNÉRALE Sucursal en España.

“Start-Up Loan Agreement” shall mean the Start-Up Loan agreement entered into by the Management Company, for and on behalf of the Fund, and Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora S.C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C.

“Start-Up Loan” shall mean the subordinated loan granted by the Originators to the Fund, in accordance with the provisions of the Start-Up Loan Agreement.

“Subordinated Loan Agreement” shall mean the Subordinated Loan agreement entered into by the Management Company, for and on behalf of the Fund, and Caixa Popular-Caixa Rural S.C.C.V., Caixa Rural de Balears S.C.C., Caja Campo, Caja Rural, S.C.C., Caja Rural Central S.C.C., Caja Rural de Albacete S.C.C., Caja Rural de Aragón S.C.C., Caja Rural de Burgos C.C., Caja Rural de Gijón S.C.C., Caja Rural de Granada S.C.C., Caja Rural de Navarra S.C.C., Caja Rural de Tenerife S.C.C., Caja Rural de Teruel S.C.C., Caja Rural de Zamora C.C., Caja Rural del Duero S.C.C., Caja Rural del Mediterráneo, Ruralcaja, S.C.C., and Caja Rural del Sur S.C.C.

“Subordinated Loan” shall mean the subordinated loan granted by the Originators to the Fund, in accordance with the provisions of the Subordinated Loan Agreement.

“Subscription Period” shall mean the period comprised between 12 o'clock midday (CET time) on May 4, 2005, and 4pm (CET time) on the same day.

“Treasury Account” shall mean the financial account opened at Banco Cooperativo in the name of the Fund, under the Guaranteed Interest Rate Account (Treasury Account) Agreement, through which all of the Fund's receipts and payments shall be made.

“Underwriters and Placement Agents” shall mean Banco Cooperativo, BBVA, DZ BANK, SOCIÉTÉ GÉNÉRALE, ABN AMRO, BANCO PASTOR, BANESTO, CAJA MADRID and EBN.

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APPENDIX II

**TRANSCRIPT OF THE CORPORATE RESOLUTIONS OF
CAIXA POPULAR-CAIXA RURAL S.C.C.V., CAIXA RURAL DE BALEARS S.C.C., CAJA CAMPO,
CAJA RURAL, S.C.C., CAJA RURAL CENTRAL S.C.C., CAJA RURAL DE ALBACETE S.C.C., CAJA
RURAL DE ARAGÓN S.C.C., CAJA RURAL DE BURGOS C.C., CAJA RURAL DE GIJÓN S.C.C.,
CAJA RURAL DE GRANADA S.C.C., CAJA RURAL DE NAVARRA S.C.C., CAJA RURAL DE
TENERIFE S.C.C., CAJA RURAL DE TERUEL S.C.C., CAJA RURAL DE ZAMORA C.C., CAJA
RURAL DEL DUERO S.C.C., CAJA RURAL DEL MEDITERRÁNEO, RURALCAJA, S.C.C., CAJA
RURAL DEL SUR S.C.C.**

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APPENDIX III

**TRANSCRIPT OF THE RESOLUTION OF THE BOARD OF DIRECTORS OF
EUROPEA DE TITULIZACIÓN, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN**

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APPENDIX IV

**LETTERS NOTIFYING THE RATING GIVEN TO THE BOND ISSUE BY
MOODY'S INVESTORS SERVICE ESPAÑA, S.A.
AND
FITCH RATINGS ESPAÑA, S.A.**

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APPENDIX V

**AUDIT REPORT ON CERTAIN CHARACTERISTICS OF THE SELECTED MORTGAGE LOAN
PORTFOLIO**

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APPENDIX VI

STATEMENTS BY THE LEAD MANAGERS UNDERWRITING PLACEMENT OF THE BOND ISSUE

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APPENDIX VII

**STATEMENTS BY THE ORIGINATORS ISSUING THE MORTGAGE CERTIFICATES AND THE
PASS-THROUGH CERTIFICATES IN RELATION TO THE CONTENTS OF THE OFFERING
CIRCULAR**