

**GC FTPYME SABADELL 8,
ASSET SECURITISATION FUND**

**SECURITISATION BOND ISSUE
1,000,000,000 EUROS**

Series	S&P	DBRS	Coupon
Series A1(G*): 250,000,000 euros	AAA(sf)	AAA(sf)	Euribor 3m +1.30%
Series A2(G*): 390,000,000 euros	AAA(sf)	AAA(sf)	Euribor 3m +1.35%
Series A3: 160,000,000 euros	AAA(sf)	AAA(sf)	Euribor 3m +1.40%
Series B: 200,000,000 euros	BB (sf)	BBB (high) (sf)	Euribor 3m +1.50%

**guaranteed by the State Warranty*

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LEAD MANAGERS



ENTITY UNDERWRITING SERIES A1(G) AND A2(G) AND SUBSCRIBING SERIES A3 AND B



ENTITIES PLACING SERIES A1(G) AND A2(G)



PAYING AGENT



FUND FORMED AND ADMINISTERED BY



Prospectus registered in the Registers of the Comisión Nacional del Mercado de Valores
16 September 2010

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This document constitutes the informative prospectus on the **GC FTPYME SABADELL 8, F.T.A.** securitisation fund approved and registered with the Comisión Nacional del Mercado de Valores (CNMV), pursuant to the provisions in the current wording of EC Regulation number 809/2004 of the Commission, of 29 April 2004, in its current version, which includes:

1. A description of the main **Risk Factors** linked to the Issue, to the securities and to the securities and assets that back the Issue,
2. A **Registration Document** of securitisation securities, prepared in accordance with the scheme provided for in Annex VII of Regulation 809/2004;
3. A **Prospectus Schedule**, prepared in accordance with the scheme provided for in Annex XIII of Regulation 809/2004;
4. A **Supplemental Addendum** to the Prospectus Schedule prepared in accordance with the addendum provided for in Annex VIII of Regulation 809/2004; and
5. A **Glossary of Definitions** of the terms used in this Prospectus.

RISK FACTORS

I. RISKS DERIVED FROM THE LEGAL NATURE AND ACTIVITY OF THE ISSUER

a) Nature of the Fund and obligations of the Fund Manager.

The Fund constitutes a separate pool of property lacking legal personality which, pursuant to Royal Decree 926/1998, is managed by a fund manager of securitised funds. The Fund shall only respond to its obligations to its creditors with its pool of property.

The Fund Manager will perform those functions for the Fund assigned to it in Royal Decree 926/1998, as well as defend the interests of the Bondholders as the manager of the businesses of third parties, and there is no bondholder syndicate. Thus, the capacity to defend the interest of the Bondholders depends on the means of the Fund Manager.

b) Compulsory Substitution of the Fund Manager

Pursuant to Article 19 of Royal Decree 926/1998, when a Fund Manager has been declared in bankruptcy, it shall proceed to find a fund manager to replace it. In this case, whenever four months have passed since the determining event of the substitution and a new Fund Manager has not been found that is willing to undertake the management, then the Fund will be settled early and the securities issued against the Fund will be amortised early, in accordance with the provisions in the Deed of Formation and the Prospectus.

c) Limitation of actions against the Fund Manager

The Bondholders and all other ordinary creditors of the Fund shall not be entitled to any action against the Fund Manager, except for the breach of its duties or the failure to observe the provisions set forth in the Deed of Formation and in this Prospectus and in current regulations.

d) Applicability of the Bankruptcy Act

The insolvency of any of the intervening parties (the Assignor, Lead Manager or any other counterparty entity of the Fund) may affect its contractual relations with the Fund, pursuant to the terms of the Insolvency Act.

In this respect, in the event of the insolvency of the Lead Manager, it shall be substituted by another lead bank, pursuant to the provisions of section (b) above. In the event of the Lead Manager being declared insolvent, the assets belonging to the Fund in possession of the Lead Manager over which the latter has no right of use, guarantee or withholding - except cash due to its fungible nature - existing in the mass shall be considered as the property of the Fund, and shall be handed over by the Fund insolvency administration. The structure of the asset securitisation operation in question does not allow, except for a breach by the parties, that there be amounts in cash that could be integrated into the total assets of the Fund Manager, given that the amounts corresponding to income of the Fund must be deposited, under the terms provided for in the Deed of Formation and the Prospectus, into the accounts opened on behalf of the Fund by the Fund Manager (which takes part in opening said accounts, not as the simple appointed agent, but as the legal representative of the same), wherefore the Fund shall be entitled to the right of separation in this regard, under the terms provided for in Articles 80 and 81 of the Bankruptcy Act.

In accordance with the provisions of Additional Provision Two of the Bankruptcy Act, the bankruptcy specialities of Additional Provision Five of Act 3/1994 remain valid, for which reason in the event of the Assignor being bankrupt, the assignment of the Credit Rights may be reintegrated only in the case of exercising the reintegration actions foreseen in article 71 of the Bankruptcy Act, in which the existence of fraud in that assignment is proven, based on the terms of Act 2/1981 and Additional Provision Five, section 4 of Act 3/1994. The above notwithstanding, there is no case law that makes it possible to know the interpretation of the courts regarding the provisions set forth in the Bankruptcy Act to which this question refers.

Without prejudice to the foregoing, if it should be seen that the deed of formation fulfils the conditions set forth in Additional Provision 3 of Act 1/1999 of 5 January 1999, regulating venture capital companies and their managers, the assigning of Credit Rights to the Fund could be subject to cancellation pursuant to the general regime foreseen in article 7 of the Bankruptcy Act. However, section 5 of that article 71 establishes as a specialty that in no case may ordinary acts of the business activity carried out by the assignor under normal conditions be terminated. Nevertheless, there is no case law that makes it possible to know the interpretation of the courts

with respect to the provisions set forth in the Bankruptcy Act as regards this question.

Likewise, in the event that insolvency of the Assignor is declared in accordance with the Bankruptcy Act, the Fund, through the Fund Manager, shall have the absolute right of separation over the Credit Rights in accordance with the terms set forth in articles 80 and 81 of the Bankruptcy Act. Moreover, the Fund, through the Fund Manager, shall have the right to obtain the amounts from the Assignor that derive from the Credit Rights, given that these amounts shall be considered as belonging to the Fund and must, therefore, be transferred to the Fund Manager, in representation of the Fund. This right of separation would not necessarily be extended to the funds handled by the Assignor on behalf of the Fund prior to being deposited in the Fund accounts opened with the Assignor, acting as the Credit Rights collection manager, or deposited in the Treasury Account or the Fund Amortisation Account before that date, since these funds could be affected by the bankruptcy, given the essentially fungible nature of the funds and the ensuing confusion with respect to the assets. The mechanisms that attenuate the foregoing risk are described in section 3.4. of the Supplemental Addendum.

II. RISKS DERIVED FROM THE SECURITIES

a) Liquidity

In the event of sale of the Bonds by the Subscriber, minimum frequency or volume of Bond trading on the market is not guaranteed. There is no obligation by any entity to participate in secondary trading, providing liquidity to the Bonds by offering a consideration.

Moreover, in no event will the Fund be permitted to repurchase the bonds from their holders, although they can be amortised in advance in their totality in the case of the Clean-up Call of the Fund, under the terms set forth in section 4.4.3 of the Registration Document.

b) Return

The calculation of the return (Internal Rate of Return or IRR) of the Bonds of each Series, which is included in section 4.10 of the Prospectus Schedule, is subject to the future interest rates of the market, given the variable nature of the Nominal Interest Rate of each Series.

c) Duration

The calculation of the average life and the duration of the Bonds of each Series, which is included in section 4.10 of the Prospectus Schedule, is subject, among other things, to the hypothesis of early amortisation rates and arrears of the Credit Rights that may not prove true. Satisfaction of a cause of early amortisation of the Credit Rights is influenced by a variety of economic and social factors. These include market interest rates, the financial situation of the Obligors, and the general level of economic activity, all of which make predictions difficult.

d) Interest in arrears

In no event shall the existence of arrears in the payment of interest or the redemption of the principal to the Bondholders give rise to the accrual of late interest in their favour.

e) Non-confirmation of the ratings

The lack of confirmation of the provisional ratings granted to the Bonds by the Ratings Agency before the start of the Subscription Period shall constitute an event of termination of the Formation of the Fund, of the assignment of the Credit Rights (including the issue and subscription of Mortgage Participations and the Mortgage Transfer Certificates) and the Bond Issue.

f) Price of the issue

The Bond Issue, except for Series A1(G) and Series A2(G)), is made with the intention of being subscribed entirely by the Assignor. In particular, the subscription of the Series A3 Bonds by the Assignor is carried out for the purpose of being used as collateral in operations with the Euro system, without prejudice to the availability of liquid assets that can be disposed of on the market. As a consequence, the conditions of the Bond Issue (except those of Series A1(G) and Series A2 (G) Bonds) do not constitute an estimate of prices for which these instruments could be sold on the secondary market or of the valuations which, possibly, could be made by the Euro system for the purposes of using them as collateral instruments in their operations concerning loans to the banking system.

Nevertheless, the price of the Series A1(G) and Series A2(G) Bonds is a price that is in agreement with the economic conditions prevailing in the market on the Fund Formation Date.

g) Subordination of the Bonds

The Series B Bonds are subordinated to the payment of interest and repayment of the principal with respect to the Series A Bonds (including repayment of the amounts owed to the State resulting from executing the Guarantee for repayment of Series A1(G) and Series A2(G)). Nonetheless, there is no certainty that these subordination rules protect the holders of Series A and Series B Bonds from the risk of loss entirely and in differing degrees.

The subordination rules among the different Series are established in the Cash Flow Waterfall and in the Cash Flow Waterfall at Liquidation of the Fund, according to Section 3.4.6 of the Supplemental Addendum of this Prospectus.

h) Deferral of Interest

This Prospectus and other additional documentation in reference to the Bonds provide for the deferral of payment of interest of Series B Bonds in the event of the circumstances described in section 3.4.6 of the Supplemental Addendum taking place.

The interest on Series A Bonds is not subject to these deferral rules.

III. RISKS DERIVED FROM THE ASSETS THAT BACK THE ISSUE.

a) Risk of non-payment of the Credit Rights

The holders of the Bonds issued against the Fund run the risk of non-payment of the Credit Rights pooled into the Fund. However, credit enhancement measures have been established in part 3.4.2 of the Supplemental Addendum.

Banco Sabadell, as the Assignor, does not accept any liability for default by the Obligors, whether of the principal, interest or any other amount that they may owe by virtue of the Credit Rights. Banco Sabadell, in accordance with article 348 of the Commercial Code, shall answer to the Fund exclusively for the existence and legitimacy of the Credit Rights, as well as for the status whereby it makes the assignment.

Banco Sabadell shall in no other way assume the liability of directly or indirectly guaranteeing the success of the operation, or provide guaranties or collateral, or enter into repurchase agreements for the Credit Rights, except for the commitments

included in section 2.2.9 and 3.7.2 of the Supplemental Addendum pertaining to the substitution of the Credit Rights that may not comply with the declarations contained in section 2.2.8 of the Supplemental Addendum.

The Bonds issued by the Fund do not represent or constitute any obligation of Banco Sabadell or of the Fund Manager. Except for the State Warranty, whose terms are described in section 3.4.7.3. of the Supplemental Addendum, there are no other guarantees given by any public or private entity, including Banco de Sabadell, S.A., the Fund Manager and any other company affiliated with or partially owned by any of the aforementioned.

The default rate of Banco Sabadell at 30 June 2010 is 4.38%, as shown, together with the rest of the financial information on the Assigner, in section 3.5 of the Supplemental Addendum.

b) Limited protection

Investment in the Bonds may be affected by, among other things, a deterioration in the global economic conditions that has a negative effect on the Credit Rights that back the Issue of the Bonds.

In the event that defaults of the Credit Rights reach high levels, the limited protection against losses in the portfolio of Credit Rights could be reduced or even depleted entirely, which protection the Bonds of each Series have separately as a result of the existence of the improved credit operations described in section 3.4.2 of the Supplemental Addendum.

The degree of subordination in the payment of interest and redemption of the principal between the Bonds of different Series, which is derived from the Cash Flow Waterfall and the Settlement Cash Flow Waterfall of the Fund, constitutes a differentiated measure of protection between the different Series, respectively.

Notwithstanding the above considerations, holders of Series A1(G) and Series A2(G) Bonds have less risk due to the existence of the State Warranty.

c) Risk of early amortisation of the Credit Rights

The Credit Rights pooled into the Fund will be amortised early when the Debtors may make early payment of part of the pending capital of the Credit Rights pending not yet due.

The risk of early amortisation shall be transferred quarterly, on each Payment Date, to the Bondholders by means of the partial amortisation of the same in accordance with the provisions in the Distribution rules of the Available Funds for Amortisation included in section 4.9.4 of the Prospectus Schedule.

d) Concentration by sector

On 30 August, 2010 a total of 376,966,135.95- euros (viz, 33.84% of the Outstanding Balance of the Credit Rights) stems from the Credit Rights granted to Obligors under the CNAE (Economic Activity Classification) of Real Estate Activities and Construction (CNAE's 41, 42, 43 and 68) as detailed in section 2.2.2 of the Supplemental Addendum. Likewise, on 30 August, 2010 a total of 100,997,071.68- euros (viz, 9.07% of the Outstanding Balance of the Credit Rights) stems from the Credit Rights granted to Obligors under the CNAE (Economic Activity Classification) of Wholesalers and Commercial Agents except for motor vehicles and motor bikes (CNAE 46) as detailed in section 2.2.2 of the Supplemental Addendum.

e) Concentration by Obligor

The portfolio at 30 August, 2010 reveals Obligors (with respect to a total of 3,854 operations) whose Outstanding Balance of the Credit Rights with respect to the total portfolio on that date is high. In accordance with the information provided in section 2.2.2 of the Supplemental Addendum, the largest Obligor has a total Outstanding Balance as at 30 August, 2010 of 13,500,000 euros, which represents 1.21 % of the portfolio on that date. Of the 5 most important Obligors, a total of 20,165,386.87 euros, i.e., 1.81%, of the portfolio as of 30 August 2010, belong to activities related to the construction and real estate sectors. The 10 largest Obligors account for an outstanding balance at 30 August, 2010 of 90,011,171.63 euros, representing 8.08% of the portfolio on that date. Of the 10 largest Obligors, a total of 40,872,546.31 euros, i.e., 3.67% of the portfolio at 30 August, belong to activities related to the real estate and/or construction sector. The 20 largest Obligors total an outstanding balance as of 30 August 2010 of 140,284,936.51 euros, representing 12.59% of the portfolio on that date. Of the 20 largest Obligors, a total of 66,247,291.33 euros, i.e., 5.95% of the portfolio as of 30 August 2010, belongs to activities related with the real estate and/or construction sectors. The 30 largest Obligors have a total outstanding balance at 30 August 2010 of 179,498,699.96 euros,

representing 16.11% of the portfolio on that date. Of the 30 largest Obligors, a total of 81,581,571.82 euros, i.e., 7.32% of the portfolio at 30 August 2010, belong to activities related to the real estate and/or construction sectors.

The 20 largest Obligors of the portfolio represent 155.87% with respect to the Amount of the Initial Reserve Fund.

f) Concentration by Formalisation Dates

At 30 August 2010, a total of 11,002,539,963.10- euros (viz. 89.99% of the Outstanding Balance of the Credit Rights) correspond to loans extended after 1 January 2008. These data can be checked in section 2.2.2 of the Supplemental Addendum.

g) Geographic concentration

At 30 August, 2010, a total of 540,078,350.04- euros (viz. 48.48% of the Outstanding Balance of the Credit Rights) correspond to loans extended to Obligors from the Region of Catalonia. Of these, a total of 455,672,117.30 euros (i.e., 40.90% of the Outstanding Balance of the Credit Rights, correspond to loans extended to Obligors from Barcelona. Likewise, a total of 169,739,510.76- euros (viz. 15.24% of the Outstanding Balance of the Credit Rights) correspond to loans extended to Obligors from the Region of Madrid. These data can be checked in section 2.2.2 of the Supplemental Addendum. of these concentration levels, any situation having a substantially negative impact on those geographic areas could affect repayment of the Credit Rights backing the Bond Issue.

h) Risk of the grace period in collecting the principal and amortisation of the same at maturity

At 30 August, 2010, a total of 123,291,720.50- euros (viz. 11.07% of the Outstanding Balance of the Credit Rights) correspond to loans with a grace period with respect to the repayment of the principal. These data can be checked in section 2.2.2 of the Supplemental Addendum. The average weighted maturity of the interest-free period for the outstanding balance of the Credit Rights with interest-free periods is 9 months and 18 days from the date of extracting the Credit Rights portfolio. Likewise, as of 30 August 2010, a total of 18,297,004.23 euros (i.e., 1.64% of the outstanding balance of the Credit Rights) corresponds to loans with repayment of

principal at maturity. These data can be checked in section 2.2.2 of the Supplemental Addendum.

i) Risk of maximum interest rates

At 30 August, 2010, a total of 641,769,829.16- euros (viz. 57.61% of the Outstanding Balance of the Credit Rights) correspond to loans with a maximum interest rate. These data can be checked in section 2.2.2 of the Supplemental Addendum. The maximum interest rate in the portfolio at 30 August, 2010 is 15%.

j) Assignor and Manager Integration Process

The Board of Directors of Banco Sabadell, at its meeting held on 25 June 2010, adopted, agreed, among other decisions, to approve the formulation of a takeover bid for 100% of the share capital of Banco Guipuzcoano, S.A. with a minimum of 75% of that share capital in return for a consideration consisting of shares and subordinated debentures, necessarily convertible to newly-issued shares of Banco Sabadell. To that end it called an extraordinary general meeting of shareholders for the purpose of increasing the capital and issuing the subordinated debentures to be converted for delivery in return for ordinary, preferential shares in Banco Guipuzcoano, S.A.

On 2 July 2010, Banco Sabadell presented to the Comisión Nacional del Mercado de Valores (CNMV) a request authorising a takeover bid for 100% of the share capital of Banco Guipuzcoano, S.A. Later, on 9 July 2010, Banco Sabadell presented the CNMV with a supplement to the request for authorisation of the takeover bid.

On 15 July 2010, the CNMV agreed to admit the takeover bid for shares in Banco Guipuzcoano, S.A. for processing, based on the terms of article 17 of Royal Decree 1066/2007, of 27 July 2007, on the public securities acquisition regime. However, the admission for processing does not entail authorisation of the bid, which must be given based on the terms and conditions foreseen in article 21 of foregoing Royal Decree 1066/2007.

In relation to the foregoing, and on the date of registering this Prospectus with the CNMV, it is not possible to anticipate the effect of making the public takeover bid (if any) with respect to the contracts and agreements to which Banco Sabadell is a party in relation to the Fund and the Credit Rights. Neither is it possible to

anticipate the impact of the inclusion of Banco Guipuzcoano, S.A. on the ratings assigned to Banco Sabadell by the Rating Agencies. In the case of a fall in the ratings granted to Banco Sabadell the measures stipulated by the Rating Agencies could be activated, which are described in the Prospectus in each of the contracts entered into by the Fund. To date, no rating agency has changed the rating, outlook or setting up of vigilance on the ratings, with the exception of S&P with respect to the outlook.

SECURITISATION BOND REGISTRATION DOCUMENT

(Appendix VII of EC Regulation number 809/2004)

1. RESPONSIBLE PERSONS

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

Mr Xavier Jaumandreu Patxot, acting on behalf of and representing GESTICAIXA, SGFT, S.A., assumes the responsibility for the content of this Registration Document.

Mr Xavier Jaumandreu Patxot acts in his capacity as director general of the Fund Manager by virtue of the faculties conferred by the board at its meeting on 29 June 2001. He furthermore acts for the formation of the Fund by virtue of express powers awarded to him by the Board at its meeting on 30.04.10.

1.2. Declaration of the persons responsible for the content of the Registration Document.

Mr. Antoni Corominas Sabaté, in representation of the Fund Manager, hereby declares that the information contained in this Registration Document is, to the best of his knowledge and after executing reasonable diligence to ensure that it is as stated, compliant with the facts and does not suffer from any omission that could affect the content.

2. ACCOUNT AUDITORS

2.1. Fund Auditors

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

During the term of the operation, the annual accounts of the Fund will be the object of annual verification and review by account auditors. The annual accounts of the Fund and the audit report shall be deposited in the Companies Registry and in the CNMV.

The Board of Directors of the Fund Manager, at its meeting on 30.04.10, appointed Deloitte, S.L. as the Fund auditors for a period of 3 years, viz., 2011, 2012 and 2010. It has its registered office at Plaza Pablo Ruiz Picasso, 1, 28020 Madrid, Spain and is holder of Corporate Tax Code: B-79104469, registered in the Business Registry of Madrid, Volume 13,650, Sheet 188, Section 8, Page M-54414, as well as in the R.O.A.C. (Official Register of Auditors) under number S0692. The Board of Directors of the Fund Manager shall inform the CNMV, the Rating Agencies and the holders of the Bonds of any change that may occur with regard to the designation of the auditors.

2.2 Accounting criteria used by the Fund

The collections and payments will be recognised by the Fund according to the maturity criteria, that is, based on the actual flow that the said collections and payments represent, regardless of the moment when collection or payment takes place.

The financial year of the Fund will coincide with the calendar year. However, and as an exception, the first financial year will start on the Fund Formation Date, and the last financial year will end on the Fund Extinction Date.

3. RISK FACTORS

The risk factors linked to the securities are described in the previous section, "Risk Factors", of this Prospectus.

4. INFORMATION ABOUT THE ISSUER

4.1. Declaration that the issuer has been formed as a securitisation fund

The Issuer is an asset securitisation fund that shall be incorporated in accordance with Spanish legislation, for the purpose of issuing the securities referred to in the Prospectus Schedule and the acquisition of the Credit Rights.

4.2. Legal and professional name of the issuer

The name of the Fund is "GC FTPYME SABADELL 8, FONDO DE TITULIZACIÓN DE ACTIVOS". The fund may also use the abbreviation GC FTPYME SABADELL 8, F.T.A. or GC FTPYME SABADELL 8, FTA.

4.3. Place of registration of the issuer and registration number

The place of registration of the Fund is in Spain at the CNMV. The Fund has been recorded in the Official Registers of the CNMV on 16 September 2010.

Mercantile Registry

It is hereby made known that neither the formation of the Fund nor the Bonds that are issued against its assets shall be the object of registration in the Companies Registry, in accordance with the discretionary power contained in Article 5.4 of Royal Decree 926/1998.

4.4. Incorporation date and period of activity of the issuer

4.4.1 Fund Formation Date

On 17 September 2010, the Fund Manager, together with Banco Sabadell as Assignor of the Credit Rights, shall proceed to grant the public deed of formation of GC FTPYME SABADELL 8, FONDO DE TITULIZACIÓN DE ACTIVOS, governing assignment of the Credit Rights to the Fund by Banco Sabadell and issue of the Bonds by the Fund, under the terms set forth in article 6 of Royal Decree 926/1998.

The Fund Manager hereby states that the content of the Deed of Formation shall coincide with the preliminary draft of the Deed of Formation that it delivered to the CNMV, and in no case do the terms of the Deed of Formation contradict, modify, alter or invalidate the provisions contained in this Informative Prospectus.

The Deed of Formation may be amended under the terms set forth in article 7 of Act 19/1992. In all cases such actions shall require prior notification of the Fund Manager to the CNMV, accrediting compliance with the requirements established in foregoing article 7, and notification thereof to the Rating Agencies. Once the CMNV has checked compliance with the legal requirements for amendment, the Fund Manager shall grant the corresponding deed of modification and shall provide the CNMV with an authorised copy of the same. The amending of the Deed of Formation shall be notified by the Fund Manager to the Rating Agencies and diffused by the Fund Manager through the information published regularly on the Fund, in the website of the Fund Manager. The Deed of Formation shall also be the possible object of rectification at the request of the CNMV.

The Deed of Formation shall bring about the effects foreseen in article 6 of the Securities Market Act, pursuant to the terms of article five section 9 of Act 19/1992.

4.4.2 Activity period of the Fund

The activity of the Fund shall start on the day that the Deed of Formation is executed, viz., 17 September 2010, and shall end on the Legal Final Maturity of the Fund.

The duration of the Fund shall be until 20.01.45, the Legal Final Maturity, or if this date is not a Business Day, the following Business Day, unless the Clean-up Call provided for in section 4.4.3 of this Registration Document is applicable, or any of the events considered in section 4.4.4 of this Registration Document take place.

4.4.3. Clean-up Call of the Fund.

The Fund Manager, following prior communication to the CNMV, shall be authorised to proceed with the Clean-up Call of the Fund and to the Early Amortisation of the entirety of the Bond Issue and extinction of the Fund in any of the following Events of a Clean-up Call:

Events of Clean-up Call

- (i) Whenever the amount of the Outstanding Balance of the Credit Rights is less than ten percent (10%) of the Initial Balance of the Credit Rights, pursuant to the qualification set forth in Article 5.3 of Law 19/1992, and provided that the sale of the Credit Rights pending amortisation, together with the balance that may exist at that time in the Treasury Account and, if applicable, the Amortisation Account, allow the full cancellation of the pending obligations with the Bondholders while respecting the prior payments to the latter whose Settlement Cash Flow Waterfall is preferential, and the necessary authorisations to do so have been obtained from the competent authorities.
- (ii) In the event that the Lead Manager has the permission and express agreement of all the bondholders and all those maintaining valid agreements with the Fund both in relation to the payment of amounts owed following that Clean-up Call, and in relation to the procedure that must be executed.

- (iii) When a substantial alteration occurs or the financial balance of the Fund is permanently distorted due to of any event or circumstance of any kind whether or not outside the development of the Fund. Included in this supposition are circumstances such as the existence of a modification in the law or complementary legislative developments, the establishment of obligations of retention or other situations that could permanently affect the financial equilibrium of the Fund. In this event and after informing the CNMV, the Fund Manager may proceed with the orderly liquidation of the Fund pursuant to the rules set forth in the Deed of Formation and in this Registration Document.
- (iv) Of an obligatory nature in the event that the Fund Manager is declared insolvent, and once the statutory period established for that purpose has elapsed or, in default thereof after four (4) months, without having designated a new Fund Manager, in accordance with the provisions in section 3.7.1.2 of the Supplemental Addendum.
- (v) Whenever non-payment may occur and which may be indicative of a serious and permanent lack of equilibrium regarding any of the Bonds issued or regarding any unsubordinated credit, or it may be foreseeable that it is going to occur.
- (vi) When thirty (36) months have elapsed from the last maturity date of the Credit Rights, even though there may still be amounts due and pending collection. Nevertheless, the Legal Final Maturity of the Fund shall be 20 January 2045.

For the purposes of sections (i) and (ii) above, the Outstanding Principal of the Bonds on the date of the Clean-up Call of the Fund will in all cases be understood as a payment obligation derived from the Bonds plus the accrued interest outstanding as of that date, less any tax retention, which shall for all legal purposes be considered due and payable on that date.

For the Clean-up Call to proceed, the following conditions must be met:

- a) The necessary authorisations to do so have been obtained, if applicable, from the competent administrative authorities or organisations.
- b) The Bondholders are notified, in the manner provided for hereunder and with advance notice of fifteen (15) Business Days, of the resolution by the Fund

Manager to proceed with the Clean-up Call of the Fund. The said notification, which must have been previously reported to the CNMV by publication of the prescribed relevant event pursuant to the provisions in Article 82 of the Securities Market Act and reported to the Rating Agencies, shall likewise be published in any other publication generally accepted by the market and which guarantees that the information is adequately disseminated in time and content. This communication shall contain the description (i) of the circumstance or circumstances for proceeding with the Clean-up Call of the Fund, (ii) of the procedure for carrying it out, and (iii) the manner to proceed in order to attend to and cancel the payment obligations derived from the Bonds in accordance with the Cash Flow Waterfall provided for in section 3.4.6 of the Supplemental Addendum.

In the case of Clean-up Call (ii) above, it shall only be necessary to (a) obtain, as applicable, the pertinent authorisations for this from the competent authorities or administrative bodies and (b) prior notice must have been given to the CNMV by posting the mandatory relevant fact, and to the Lead Manager and Rating Agencies. This notification shall have the same content as for the other cases of Clean-up Call described in the preceding paragraph, and shall not require publication in any other news media.

In order for the Fund, through the Fund Manager, to carry out the Clean_up Call of the Fund and the early maturity of the Bond Issue, the Fund Manager, on behalf of and representing the Fund, will proceed to:

- (i) Sell the Credit Rights for a price no lower than the sum of the amount of the principal plus the unpaid accrued balance of the Credit Rights plus interest due and not collected on the same.
- (ii) Cancel those contracts that are not necessary for the liquidation process of the Fund.

In the event that the preceding actions were insufficient and due to the existence of remaining Credit Rights or other assets in the Fund, the Fund Manager shall proceed to sell them, wherefore it shall request an offer from at least five (5) of the entities that are the most active in purchasing and selling these assets and who, in its opinion, may give market value. The Fund Manager shall be bound to accept the best offer received for the assets up for sale which, in its opinion, covers the market value of the asset in question. For the determination of the market value, the Fund Manager will be able to obtain the valuation reports that it deems necessary.

The Assignor shall be entitled to the right to first refusal, wherefore it may preferentially acquire the Credit Rights or other assets from third parties when these remain in the assets of the Fund. To that end, the Fund Manager shall send the Assignor a list of the assets and offers received from others, and may make use of the mentioned right with respect to all the assets offered by the Fund Manager, within a term of ten (10) Business Days from receipt of that notification and provided that (i) its offer is equivalent to at least the best of those made by others and (ii) the Assignor accredits to the Fund Manager that the exercise of the right of first refusal has been submitted to its habitual credit review and approval processes based on which it has justified that the exercising of the right is not intended to provide implicit support to the securitisation.

The preceding right to first refusal does not, in any event, involve a pact or declaration of repurchase of the Credit Rights granted by the Assignor. In order to exercise the said right to first refusal, the Assignor shall have a term of ten (10) Business Days from the date when the Fund Manager notifies it of the conditions for disposing of the Credit Rights.

The Fund Manager, having made the reserve for the final extinction expenses, shall immediately apply all the amounts obtained from the disposal of the Credit Rights of the Fund to payment of the various concepts in the manner, amount and Cash Flow Waterfall described in section 3.4.6 of the Supplemental Addendum.

4.4.4 Extinction of the Fund.

The Fund shall be extinguished in any event as a consequence of the following circumstances:

- (i) Through the total redemption of the Credit Rights that form a part thereof.
- (ii) When all of the Bonds issued are fully amortised.
- (iii) Due to the end of the Clean-up Call procedure.
- (iv) In all cases, on the Fund Legal Final Maturity.
- (v) The Fund shall likewise be cancelled if the Rating Agency does not confirm the ratings tentatively assigned before the Subscription Date.

In this event, the Fund Manager shall terminate the formation of the Fund, the issue of the Bonds and the remaining Fund Contracts. The extinction of the Fund shall be notified to the CNMV. Within one (1) month of the occurrence of the cause of termination, the Fund Manager shall execute a notarised certificate declaring that the obligations of the Fund are settled and terminated and that the Fund is extinguished.

In any case, the Fund Manager, acting on behalf and in representation of the Fund, shall not proceed with the extinction of the Fund and the cancellation of its inscription in the corresponding administrative registries until the settlement of the remaining assets of the Fund and the distribution of the Available Funds according the Settlement Cash Flow Waterfall has taken place, with an exception being made for the appropriate reserve to cover the final extinction and payment of the tax, administrative, or advertisement expenses.

In the event that the termination of the Fund has occurred for the reasons set forth in foregoing sections (i) to (iv), once a period of six (6) months has elapsed since settlement of the remaining assets of the Fund and distribution of the Available Funds for Settlement, the Fund Manager shall issue a notarised certificate declaring (i) that the fund is extinguished as well as the reasons for this, (ii) the procedure by which the Bondholders and the CNMV have been notified, and (iii) distribution of the available amounts of the Fund, pursuant to the Cash Flow Waterfall, and shall comply with the other administrative formalities that are required. Said notarised document will be submitted by the Fund Manager to the CNMV.

In the event of termination of the Fund for the reasons set forth in foregoing section (v) and, therefore, all of the Fund Contracts have been terminated, the Assignor shall pay all of the initial expenses that have been incurred through the formation of the Fund.

4.5. Registered address, legal personality and legislation applicable to the Issuer

The Fund, pursuant to Article 1 of Royal Decree 926/1998, shall constitute a separate pool of assets lacking legal personality, the nature of which shall be closed, separated into assets and liabilities, pursuant to Article 3 of Royal Decree 926/1998. The Fund shall be managed and represented by "GestiCaixa, S.G.F.T., S.A.", incorporated as a Fund Manager authorised for such purpose, and as a result thereof, for exercising the management and legal representation of the Fund by virtue of the provisions of Royal Decree 926/1998.

The address of the Fund shall be the same as that of the Fund Manager, incorporated in Spain and with registered offices at Avenida Diagonal 621-629, 08028 Barcelona. The contact telephone number is + 0034 93 404 77 94. The e-mail address is info-titulizacion@gesticaixa.es

The GC FTPYME SABADELL 8, FONDO DE TITULIZACIÓN DE ACTIVOS Fund shall be regulated pursuant to (i) this Prospectus, drafted in accordance with Royal Decree 1310/2005 of 4 November 2005, which partly implements Act 24/1988, of 28 July 1988, of the Securities Market, on the admittance to trading of securities in official secondary markets, public takeover bids or subscriptions and the prospectus required to that end and EC Regulation N° 809/2004, of the European Commission dated 29 April 2004 in relation to the application of Directive 2003/71/EC of the European Parliament and Council regarding information included in prospectuses and the format, incorporation by reference, publication in those prospectuses and diffusion of publicity, in its current wording (ii) the Deed of Formation of the Fund, (iii) Royal Decree 926/1998, (iv) Act 19/1992 as regards all that is not contemplated in Royal Decree 926/1998 and which may thus be applicable, (v) Act 2/1981, (vi) Royal Decree 716/2009, (vii) the Securities Market Act, in its current wording,, as regards the supervision, inspection and sanctioning thereof, (viii) Order PRE/3/2007, of 10 January 2007, on Asset Securitisation Fund Promotion Conventions ("**Order dated 10 January 2007**"), (ix) General State Budget Act 26/2009, of 23 December 2009, for the year 2010 and (x) other legal and regulatory provisions in force at any given time that may be applicable.

At the date of registering this Prospectus, a Ministerial Order is currently in progress for the derogation and substitution of the Order dated 10 January 2007 described above. In the event of this Ministerial Order Bill being approved and if it should establish retroactive obligations, the Fund, the Fund Manager and the Assignor might be affected and have to adapt to that new legislation, under the established terms.

4.5.1. Tax regime of the Fund

Pursuant to the provisions of Act 19/1992; Royal Decree 926/1998, Royal Legislative Decree 4/2004, Act 37/1992, Royal Decree 1777/2004, Royal Legislative Decree 1/1993 and additional provision five of Act 3/1994 and other provisions that are given below and other applicable provisions, the characteristics of the Fund tax regime for each of the most relevant taxes, are basically the following:

- i. The formation of the Fund and all of the operations it carries out subject to the “company operations” mode of the Transfer Tax and Stamp Duty are exempt from the concept “Company Operations” of the Transfer Tax and Stamp Duty, in accordance with the terms of article five, section 10 of Act 19/1992 and article 45.I.B. 20.4 of the Revised Text of the Transfer Tax and Stamp Duty Act, approved by Royal Legislative Decree 1/1993, of 24 September, 1993.
- ii. Asset securitisation funds are liable to taxation for Corporate Income tax, submitted as regards their taxation to the general regime determining the tax base, and the general tax rate of 30%, and common provisions on tax relief, offsetting of losses and other substantial elements that make up the tax.

The entry into force of Circular 2/2009 in its provision 13 determines that securitisation funds must set up provisions for the deterioration in the value of the financial assets. The recent amendment introduced by Act 2/2010, of 1 March 2010, in article 12.2 of the revised text of the Corporate Income Tax, approved by Royal Legislative Decree 4/2004, of 5 March 2004, applying to tax periods starting 1 January 2009, indicates the regulatory establishing of provisions regarding the circumstances determining the tax-deductible nature of the valuation corrections due to deterioration in the value of debt instruments valued at their amortised cost, held by mortgage securitisation funds, and asset securitisation funds. Until that regulatory implementation takes place, Transitory Provision thirty-one contemplates a transitory tax regime, based on which the criteria established for credit institutions on the tax-deductibility of specific cover for the risk of client insolvency shall be applied.

- iii. Return on assets constituting the Fund’s income will not be subject to withholding or crediting on account (article 59 k of Royal Decree 1777/2004).
- iv. The management and depositary services provided by the Fund Manager to the Fund are exempt from Value-Added Tax (article 20. one of Value-Added Tax Act 37/1992, of 28 December 1992).
- v. The issue, subscription, transfer, amortisation and redemption of the Bonds is exempt from Transfer Tax and Stamp Duty (article 45.I B number 15 of the Revised Text of the Transfer Tax and Stamp Duty Act, approved by Royal Legislative Decree 1/1993, of 24 September 1993) and the Value-Added Tax legislation (article 20.One 18 of Value-Added Tax Act 37/1992, of 28 December 1992).

- vi. The assignment of the Credit Rights to the Fund (including the issuance of the Mortgage Participations and Mortgage Transfer Certificates) is an operation liable to and exempt from Value-Added Tax.
- vii. The Fund shall comply with the information obligations set forth in Additional Provision Two of Act 13/1985, of 25 May 1985, on investment coefficients, own funds and information obligations corresponding to financial agents.

4.6. Capital authorised and issued by the issuer

Not applicable.

5. DESCRIPTION OF THE COMPANY

5.1. Brief description of the main activities of the issuer

The fund is set up for the purpose of transforming the Credit Rights, which it shall pool together into uniform, standardised fixed-income securities therefore susceptible to trading on organised securities markets.

The Funds' activity comprises the acquisition of a set of Credit Rights owned by Banco Sabadell and stemming from Mortgage Loans and non-Mortgage Loans.

All income from repayments, ordinary interest and late interest of Credit Rights that is received by the Fund shall be assigned quarterly, on each Payment Date, to the payment of interest and redemption of the principal of the Bonds issued pursuant to the specific conditions of each one of the series into which the Bond Issue is divided and the Cash Flow Waterfall established for payments of the Fund.

Likewise, the Fund, represented by the Fund Manager, shall arrange a series of financial operations and services in order to consolidate the financial structure of the Fund, to increase the security or regularity of the payment of the Bonds, to cover time lags between the schedule of flows of the principal and interest of the Loans and the schedule of the Bonds and, in general, to make the financial transformation possible, which is being conducted within the separate pool of assets of the Fund, between the financial characteristics of the Loans and the financial characteristics of each bond Series.

The Fund Manager, on behalf of the Fund, hereby states that the descriptions of all of the contracts (Paying Agency Contract, Bond Issue Management, , Underwriting, Placement and Subscription Contract, Loan Agreement for Initial Expenses, Loan Agreement for the Reserve Fund, Swap Agreement, Treasury Account Contract, Amortisation Account Contract, Administration Contract for Credit Rights and the Financial Brokerage Spread) contained in the corresponding sections of this Prospectus, which it shall sign in name and on behalf of the Fund, include the most relevant information of each of the foregoing contracts, and truly reflect the content of the same and do not omit information that could affect the content of the Prospectus.

5.2. General description of the parties of the securitisation programme.

a) GESTICAIXA, SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN S.A.

GestiCaixa acts as Manager in the formation, administration and legal representation of the Fund. GestiCaixa has likewise taken part in the financial design of the Fund and of the Bond Issue.

GESTICAIXA is a Spanish public limited company, securitisation Fund Manager incorporated in Spain, and it is recorded in the special register of the CNMV under number 7.

C.I.F (Spanish Tax Number) A-58481227 and C.N.A.E. (Classification of Economic Activity) 67100

Corporate address: Avenida Diagonal 621-629, 08028 Barcelona.

GESTICAIXA is registered in the Companies Registry of Barcelona, Volume 34,187, Sheet 192, Page B-50,432, Entry 14.

No credit rating has been issued to the Fund Manager.

b) BANCO DE SABADELL, S.A.

Banco Sabadell is the Assignor of the Credit Rights which shall pool the assets of the Fund. It acts as the Lead Manager, in accordance with the provisions of article 35, section 1 of Royal Decree 130/2005, of 4 November 2005, by virtue of which (i) it has participated in the financial design of the Fund. Banco Sabadell is also the Underwriting Entity and one of the Placement Entities of Series A1(G) and Series A2(G) and the Subscribing Entity of Series A3 and B and also acts as the Paying Agent and shall thus be a counterparty of the Fund in the Paying Agency Contract. As well as the

entity granting the Loan for Initial Expenses, the counterparty of the Interest Rate Swap Agreement, the Servicer of the Credit Rights assigned to the Fund, the entity granting the Loan for the Reserve Fund, the holder of the Treasury Account and of the Amortisation Account, and the counterparty of the Financial Brokerage Contract.

Banco Sabadell is a bank incorporated in Spain, and it is recorded in the Special Register of Banks and Bankers of the Bank of Spain under number 0081.

Corporate Tax Code A-08000143 and Classification of Economic Activity (C.N.A.E.) 64.19

Banco Sabadell is registered in the Companies Registry of Barcelona, Volume 20093, Page 1 Sheet B-1561.

Corporate address: Plaça de Sant Roc número 20, 08201 Sabadell (Barcelona)

Central operating headquarters:

- Plaça de Catalunya, 1, 08021 Sabadell (Barcelona)
- Polígono Can Sant Joan, calle Sena 12, 08174 Sant Cugat del Vallés (Barcelona)

Ratings of the unsubordinated and unsecured, short-term and long-term debt of Banco Sabadell, assigned by the Rating Agencies on 3 June 2010 by Fitch, 15 June 2009 by Moody's and 3 April 2009 by S&P.

Ratings	Fitch	Moody's	S&P
Short term	F1	P-1	A1
Long term	A	A2	A
Outlook	Stable	Negative	Negative (July 2010)
Date	June 2010	June 2009	April 2009

Banco Sabadell has no credit ratings assigned by the DBRS Rating Agency, without prejudice to the internal ratings that this Rating Agency assigns to Banco Sabadell. In accordance with the information communicated by DBRS, at the date of registering this Prospectus, those ratings assign to Banco Sabadell a credit rating for its short and long term debt that is above the minimum permitted for Banco Sabadell to act as a counterparty in each of the contracts in which Banco Sabadell participates with the Fund, which are stipulated in this Prospectus

From the date of presentation by Banco Sabadell to the CNMV of the request for authorisation of the public takeover bid formulated for 100% of the share capital of Banco Guipuzcoano, i.e., 2 July 2010 and the complementary

information to the request for authorisation for the same submitted on 9 July 2010, there has been no change in the ratings described above, with the exception of S&P, with respect to the outlook.

c) WESTLB AG

WestLB AG (hereinafter, "**WestLB**") is a European commercial bank whose headquarters are in Dusseldorf (federal state of North Rhine-Westphalia (Germany), Herzogstraße 15, 40217, with registration number HRB 42975.

WestLB intervenes as one of the Placement Entities of Series A1(G) and A2(G).

d) ERNST & YOUNG, S.L.

ERNST & YOUNG, S.L. acts as auditor of the attributes of the Credit Right portfolio.

Tax ID Number: B-78970506 and registered in the R.O.A.C. (Official Register of Auditors) under number S0530.

Corporate address: Plaza Pablo Ruiz Picasso - Ed Torre Picasso, 1, 28020 Madrid.

Ernst & Young, S.L. is registered in the Companies Registry of Madrid, volume 19073, sheet 156, section 8, page 23123.

e) STANDARD & POOR'S CREDIT MARKET SERVICES EUROPE LIMITED SUCURSAL EN ESPAÑA.

Intervening as one of the Bond Rating Agencies.

Standard & Poor's España Credit Market Services Europe Limited Sucursal en España is a Rating Agency with Tax ID W8261162E, and corporate address in Madrid, calle Marqués de Villamejor, 5 Planta 1, 28006 Madrid .

f) DBRS, Inc.

DBRS, Inc. (hereinafter, "DBRS") intervenes as one of the Bond Credit Rating Agencies.

DBRS, Inc. is not listed on the Stock Exchange and is a Rating Agency whose corporate address is in New York (USA), 140 Broadway, 35th Floor, New York, NY 10005. DBRS is a Rating Agency that was set up in 1976. It is a privately-owned agency that carries out private, independent appraisals in the United States, Europe and Asia. All the DBRS ratings are available in hard-copy format and in electronic format in Bloomberg and in the entity's website (dbrs.com).

At present, the DBRS ratings are considered for the purposes of considering the Securitisation Bonds as collateral instruments in loan operations to the Eurosystem (in accordance with the information available in the website of the European Central Bank, <http://www.ecb.int/mopo/assets/ecaf/html/index.en.html><http://www.ecb.int/mopo/assets/ecaf/html/index.en.html>). The equivalences between the DBRS ratings and those of other Rating Agencies can be consulted in the following website of the European Central Bank: <http://www.ecb.int/paym/coll/elisss/ratingscale/html/index.en.html>

At present, DBRS is immersed in the process of obtaining authorisation to be registered as an official Rating Agency in the European Union, pursuant to the procedure foreseen in Parliament and Council Regulation 1060/2009 of 16 September, 2009. Until it obtains that authorisation, DBRS cannot be considered an authorised Rating Agency in Spain, recognised for this purpose by the CNMV and therefore the Bonds must be rated by another Rating Agency (as is the case of the present Fund), in order to comply with the terms of Royal Decree 926/1998, article 2.3 b).

g) KINGDOM OF SPAIN

The Ministry of Economy and Finance of the Kingdom of Spain, via a Ministerial Order, will grant a warranty to the Fund on occasion of its formation by virtue of which the Spanish State will secure payment of the financial obligations actionable against the Fund derived from the Series A1G and Series A2 (G) Bonds in the amount of 640,000,000 (SIX HUNDRED AND FORTY MILLION) euros, under the concept of reimbursement of the principal

and payment of the ordinary interest, with a waiver to the benefit of discussion established in article 1830 of the Civil Code.

At the time of registering this Prospectus, the Kingdom of Spain has the following ratings assigned by the credit rating agencies Fitch Ratings España S.A., Standard & Poors España, S.A. and Moody's, indicating the date of the last rating:

Ratings	Fitch	Moody's	S&P
Long term	AA+	Aaa	AA
Outlook	Stable	Under review for potential downgrading	Negative
Short term	F1+	P-1 (January 2000)	A-1+
Date	May 2010	June 2010	April 2010

h) J&A GARRIGUES, S.L.P.

J&A GARRIGUES, S.L.P. has provided the legal advisory services for the operation and reviewed its tax implications.

J&A Garrigues, S.L.P. is a limited liability company incorporated in Spain, with Tax ID B-81709081, and corporate address in Hermosilla, 3, 28001 Madrid.

The functions of each of the above-mentioned entities are set forth in section 3.1 of the Prospectus Schedule.

6. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

The administration and legal representation of the Fund corresponds to the Fund Manager, under the terms provided for in Royal Decree 926/1998, in Law 19/1992, to the extent that Royal Decree 926/1998 may be silent and for which it may be applicable; and all other applicable legislation, as well as the terms of the Deed of Formation.

6.1. Incorporation and recording in the Companies Registry

GestiCaixa, Sociedad Gestora de Fondos de Titulización, S.A., is a Spanish limited liability company (sociedad anónima), with Tax ID A-58481227, incorporated by public deed before the Notary of Barcelona, Mr. Wladimiro Gutiérrez Álvarez, on November 6, 1987 under the name "Caixa 92, S.A.", having changed its initial name to that of GestiCaixa, Compañía Gestora de Fondos de Titulización Hipotecaria, S. A. and having been transformed into mortgage securitisation funds management company on September 6, 1993, by means of a deed authorized by the Notary of Barcelona, Mr. Roberto Follia Camps, under number 2129 of his protocol, and in conformity with the dispositions of article six of Law 19/1992 de, of July 7, by virtue of the authorisation granted by the Ministerial Order of August 24, 1994. It is registered in the Mercantile Registry of Barcelona, sheet 110.165, folio 141, tome 9.173, book 8.385, section 2^a, inscription 1st and was adapted to the Limited Liability Companies Act (Ley de Sociedades Anonimas) by public deed before the Notary of Barcelona, Mr. Wladimiro Gutiérrez Álvarez, registered as inscription 3rd of sheet nº B-50.432, page 143, tome 9.173. On June 10, 2002, it was transformed into a Securitisation Funds Fund Manager by means of a deed authorised by the Notary of Barcelona, Mr. Joaquín Viola Tarragona, under number 424 of his protocol, in accordance with the Sole Transitional Provision of Royal Decree 926/1998, of May 11, by which the assets securitisation funds and the management companies of securitisation funds are regulated, and by virtue of the authorisation of the Ministry of Economy by Ministerial Order dated May 9, 2002, having adopted as new company name that of "GestiCaixa, Compañía Gestora de Fondos de Titulización, S.A.". The said deed has been registered in the Business Register of Barcelona, Volume 34187, Folio 192, sheet B-50432, Entry 14.

The duration of the Fund Manager is indefinite, save the concurrence of any of the dissolution causes that the legal or regulatory dispositions may establish.

6.2. Account auditing.

The annual accounts of GestiCaixa corresponding to the financial years ending on 31.12.09, 2008 and 2007 have been audited by the firm Deloitte S.L., which is registered in the ROAC (Official Registry of Accounts Auditors) under number S0692.

There are no reservations recorded in the auditor's reports of the annual accounts corresponding to the 2009, 2008 and 2007 financial years.

6.3. Main activities.

In accordance with legal requirements, the exclusive purpose of the Fund Manager is the formation, administration and legal representation both of asset securitisation funds and mortgage securitisation funds, as established by Royal Decree 926/1998.

On the date of registration of this Prospectus, GESTICAIXA administers 36 securitisation funds, 9 of which are mortgage securitisation funds and 27 are asset securitisation funds.

GC FTPYME SABADELL 8, F.T.A

Securitisation Fund (Euros)	Date of Formation	Initial Bond Issue	Balance at 31/07/2010	Balance at 31/12/2009	Balance at 31/12/2008
FONCAIXA HIPOTECARIO 2, FTH*	22/02/2001	600,000	95,589	111,731	135,144
FONCAIXA HIPOTECARIO 3, FTH*	06/07/2001	1,500,000	439,108	486,505	556,858
FONCAIXA HIPOTECARIO 4, FTH*	13/12/2001	600,000	175,816	188,141	216,853
FONCAIXA HIPOTECARIO 5, FTH*	15/10/2002	600,000	227,045	249,387	280,474
FONCAIXA HIPOTECARIO 6, FTH*	17/12/2002	600,000	244,420	266,612	293,802
FONCAIXA HIPOTECARIO 7, FTH*	26/09/2003	1,250,000	595,096	641,896	707,798
GC SABADELL 1, FTH	12/07/2004	1,200,000	555,462	536,169	616,909
FONCAIXA HIPOTECARIO 8, FTH*	15/03/2005	1,000,000	563,580	595,196	660,747
GC FTGENCAT II, FTA*	28/03/2003	950,000	100,935	129,869	178,772
FONCAIXA FTPYME 1, FTA*	27/11/2003	600,000	78,909	92,900	124,017
GC FTPYME PASTOR 2, FTA	28/10/2004	800,000	80,484	110,684	189,878
GC FTPYME SABADELL 4, FTA*	21/10/2005	750,000	284,649	259,805	365,929
FONCAIXA FTGENCAT 3, FTA *	15/11/2005	656,500	258,493	283,136	339,636
GC FTGENCAT SABADELL 1, FTA *	02/12/2005	500,000	247,132	298,996	410,910
FONCAIXA HIPOTECARIO 9, FTA*	29/03/2006	1,500,000	868,493	927,500	1,033,700
FONCAIXA FTGENCAT 4, FTA*	14/07/2006	606,000	291,355	330,833	392,368
GC FTGENCAT CAIXA SABADELL 1, FTA *	19/10/2006	304,500	187,106	229,534	304,500
GC FPTYME PASTOR 4, FTA	07/11/2006	630,000	180,242	239,272	325,144
GC FPTYME SABADELL 5, FTA	22/11/2006	1,250,000	427,764	535,804	749,969
FONCAIXA HIPOTECARIO 10, FTA*	24/05/2007	1,512,000	1,078,512	1,138,139	1,264,976
GC PASTOR HIPOTECARIO 5, FTA	26/06/2007	710,500	515,008	549,729	607,622
GC FPTYME SABADELL 6, FTA	27/06/2007	1,000,000	450,349	558,015	758,074
FONCAIXA FTGENCAT 5, FTA*	27/11/2007	1,026,500	764,318	873,999	1,026,500
GC SABADELL EMPRESAS 2, FTA	19/03/2008	1,000,000	552,332	656,561	1,000,000
GC FTGENCAT CAIXA TARRAGONA 1, FTA	30/06/2008	253,800	210,174	253,800	253,800
FONCAIXA FTGENCAT 6, FTA*	10/07/2008	768,800	572,561	623,853	768,800
FONCAIXA FTPYME 2, FTA*	13/11/2008	1,176,400	1,176,400	1,176,400	1,176,400
GC FPTYME PASTOR 6, FTA	28/11/2008	500,000	331,173	390,065	500,000
GC FTGENCAT CAIXA SABADELL 2, FTA	18/12/2008	238,000	203,996	214,692	238,000
FONCAIXA ICO-FTVPO 1, FTA*	06/02/2009	525,200	483,489	500,693	N/A
FONCAIXA EMPRESAS 1, FTA*	18/03/2009	6,630,000	6,203,785	6,503,991	N/A
GC COMPASS SPAIN 2, FTA	03/04/2009	175,000	87,911	105,313	N/A
GC SABADELL EMPRESAS 4, FTA	10/06/2009	620,000	490,231	620,000	N/A
FONCAIXA FTGENCAT 7, FTA*	28/09/2009	1,000,000	1,000,000	1,000,000	N/A
FONCAIXA ANDALUCÍA FTEMPRESA 1, F.T.A.	26/02/2010	500,000	500,000	N/A	N/A
FONCAIXA HIPOTECARIO 11, FTH*	22/07/2010	6,500,000	6,500,000	N/A	N/A
	TOTAL	40,033,200	27,021,919	21,679,217	15,477,580

6.4. Share capital and shareholders' equity

The share capital of the Fund Manager at the moment of formation of the Fund is one million five hundred and two thousand five hundred euros (€1,502,500), represented by two hundred and fifty thousand (250,000) registered shares with a face value of six euros and one cent (€6.01) each.

	31/08/2010*	31/12/2009*	31/12/2008**
Capital	1.502.500,00	1.502.500,00	1,502,500.00
Reserves	300.500,00	300.500,00	300,500.00
Profits	1,454,685.73	2,146,665.08	1,796,428.28
Interim dividend	0	-1,999,269.64	-1,633,879.11
Shareholders' Equity	3,257,685.73	1,950,395.44	1,965,549.17

* Data not yet audited

** Data audited

Share classes

All shares issued by the Company up to the publication date of this Registration Document are ordinary registered shares of a single class and series, and they confer identical voting and economic rights.

6.5. Existence or not of participations in other companies

The Fund Manager has one share with a face value of €6.01 in the company, Caixa Corp, S.A.

6.6. Administrative, management and supervisory bodies

The government and administration of the Fund Manager are entrusted by the by-laws to the General Shareholders Meeting and to the Board of Directors. Their competences and faculties are those corresponding to such organs in accordance with the Limited Liability Companies Act (Ley de Sociedades Anonimas) and in Law 19/1992, in relation with the company's object.

The Board of Directors comprises the following persons, all of whom have their registered professional address at Avenida Diagonal 621-629, 08028 Barcelona:

Chairman:	Mr Fernando Cánovas Atienza
Directors:	Mr Ernest Gil Sánchez Mr. Xavier Jaumandreu Patxot (General Manager) Mr. Josep Ramón Montserrat Miró Ms María del Carmen Gimeno Olmos Mr Jordi Soldevila Gasset
Secretary (non Director):	Mr Félix López Antón
Deputy-secretary (non-member):	Ms. Roser Vilaró Viles

6.7. Main activities of the persons cited in the preceding section 6.6 performed outside of the Fund Manager, if they are important with respect to the Fund.

None of the persons cited in the preceding section perform activities outside the Fund Manager that are important with respect to the Fund.

6.8. Lenders of the Fund Manager by more than 10 percent.

There are no persons or entities who are lenders of the Fund Manager and who hold debts of more than 10%.

6.9. Litigations involving the Fund Manager.

On the registration date of this Registration Document, there are no lawsuits or controversies that may significantly affect the economic-financial situation of the Fund Manager or its future capacity to perform the management and administration functions of the Fund provided for in this Registration Document.

7. PRINCIPAL SHAREHOLDERS

7.1. Declaration about the direct or indirect ownership of the Fund Manager or if it is under control

a) On the date of registration of this Registration Document, ownership of the shares of the Fund Manager is as follows:

Name of the shareholding company	%
Criteria CaixaCorp S.A.	91%
VidaCaixa, S.A. de Seguros y Reaseguros	9%

The aforementioned companies are controlled 79.45% by Caixa d'Estalvis i Pensions de Barcelona, with the latter holding an indirect stake (from which control stems) of 79.45% of the share capital of GestiCaixa, S.G.F.T, S.A.

b) Description of the nature of that control and the measures adopted to ensure that such control is not abused.

For the purposes of article 4 of the Securities Market Act, GestiCaixa, S.G.F.T, S.A., forms part of de Caixa d'Estalvis i Pensions de Barcelona.

To ensure the absence of abuse of control by "la Caixa" with regard to the Fund Manager, the Fund Manager approved an Internal Conduct Regulation in application of the provisions set forth in Chapter II of Royal Decree 629/1993, dated 3 May, concerning operating rules of the securities markets and obligatory records, which was notified to the CNMV.

8. FINANCIAL INFORMATION PERTAINING TO THE ASSETS AND RESPONSIBILITIES OF THE ISSUER, THE FINANCIAL POSITION AND PROFITS AND LOSSES

8.1. Declaration about the start of operations and financial statements of the issuer prior to the date of the Registration Document.

Pursuant to the provisions of section 4.4.2 of this Registration Document, the activity of the Fund will start on the execution date of the Deed of Formation, wherefore no financial statement has been made on the date of this Registration Document.

8.2. Historical financial information when an issuer may have initiated operations and financial statements have been made

Not applicable.

8.3. Historical financial information for issues of securities with an individual denomination that is equal to or greater than 50,000 euros

Not applicable.

8.4. Court and arbitration proceedings

Not applicable.

8.5. Considerable adverse change in the financial position of the issuer

Not applicable.

9. INFORMATION FROM THIRD PARTIES, DECLARATIONS BY EXPERTS AND DECLARATIONS OF INTEREST

9.1. Declaration or report attributed to a person in the capacity of an expert.

No declaration and no report are included.

9.2. Information coming from third parties.

No information is included.

10. DOCUMENTS FOR CONSULTATION

10.1 Documents for consultation

If necessary, the following documents or copies of them can be inspected during the validity period of this Registration Document.

- a) The Fund Deed of Formation and the Disbursement Certificate;
- b) The certifications of corporate resolutions of the Fund Manager and of the Assignor;
- c) This Prospectus;
- d) The audit report on certain characteristics and attributes of a sample of the set of Credit Rights selected for their assignment to the Fund;

- e) The letters from the Rating Agencies (provisional and definitive) notifying the ratings assigned to each one of the Series of the Bond Issue;
- f) State Warranty
- g) The contracts to be signed by the Fund Manager on behalf of and representing the Fund;
- h) The annual accounts of the Fund Manager and the corresponding audit reports; and
- i) The articles of association and deed of incorporation of the Fund Manager.

The aforementioned documents can be physically checked at the registered address of GESTICAIXA, SGFT, S.A. at Avenida Diagonal 621-629, 08028, Barcelona (Spain).

This Prospectus can also be checked through the website of GESTICAIXA, SGFT, S.A. (www.gesticaixa.com), the CNMV website (www.cnmv.es) and through the website of the AIAF Market (www.aiaf.es).

Moreover, the documents stated in letters a) through f) can be consulted at the CNMV.

The Deed of Formation of the Fund can be physically checked at the registered address of Iberclear at Plaza de la Lealtad, 1, Madrid.

PROSPECTUS SCHEDULE

(Appendix VIII of EC Regulation number 809/2004 of the Commission)

1. RESPONSIBLE PERSONS

1.1. PERSONS RESPONSIBLE FOR THE INFORMATION SHOWN ON THE PROSPECTUS SCHEDULE.

Mr Xavier Jaumandreu Patxot, acting for and on behalf of the Fund Manager, hereby assumes responsibility for the content of this Prospectus Schedule, including its Supplemental Addendum.

Mr Xavier Jaumandreu Patxot acts in his capacity as director general of the Fund Manager by virtue of the faculties conferred by the board at its meeting on 29 June 2001. He furthermore acts for the formation of the Fund by virtue of express powers awarded to him by the Board at its meeting on 30.04.10.

1.2 DECLARATION FROM THOSE RESPONSIBLE FOR THE CONTENT OF THE SECURITIES PROSPECTUS.

Mr. Xavier Jaumandreu Patxot hereby declares that the information contained in this Prospectus Schedule and the Supplemental Addendum is, to the best of his knowledge and after executing the reasonable diligence to ensure that it is as stated, compliant with the facts and does not suffer from any omission that could affect the content.

2. RISK FACTORS OF THE SECURITIES

The risk factors linked both to the securities and the assets that back the Bond Issue are described in section II and III, respectively, of the previous section "Risk Factors" of this Prospectus.

3. FUNDAMENTAL INFORMATION

3.1. INTEREST OF THE NATURAL PERSONS AND LEGAL BODIES PARTICIPATING IN THE OFFER

The identity of the legal bodies participating in the offer and their direct or indirect participation or control among them, is detailed in part 5.2 of the Registration

Document. The interest of the stated entities to the extent that they are participants in the Bond Issue is the following:

- (a) GESTICAIXA S.G.F.T., S.A. is the Fund Manager.
- (b) BANCO DE SABADELL, S.A. and GESTICAIXA S.G.F.T., S.A. have designed and structured the operation.
- (c) BANCO DE SABADELL, S.A. intervenes as (i) Assigner of the Credit Rights that shall be pooled into the Fund, (ii) the provider of the Loan for Initial Expenses, (iii) the counterparty of the Interest Rate Swap Agreement, (iv) the Paying Agent and (v) the Servicer of the Credit Rights assigned to the Fund, (vi) the entity granting the Loan for the Reserve Fund, (vii) the holding company of the Treasury Account and the Amortisation Account, (viii) the counterparty in the Financial Brokerage Contract, (ix) the Lead manager and (x) the Entity Underwriting and one of the Placement Entities for the Series A1(G) and Series A2 (G) Bond Issue and the Entity Subscribing the Series A3 and B Bonds.
- (d) WestLB AG intervenes as one of the Placement Entities of the Series A1(G) and A2(G) Bonds.
- (e) J&A GARRIGUES, S.L.P participates as legal advisor of the Bond Issue.
- (f) The Ministry of the Economy and Finance of the Kingdom of Spain grants a Warranty for Series A1(G) and Series A2(G).
- (g) S&P and DBRS participate as the Rating Agencies.
- (h) Ernst & Young takes part as the Auditor of the assets assigned to the Fund.

The Fund Manager is unaware of the existence of any other link or significant financial interest between the said entities that are participating in the Bond Issue, except for the strictly professional link derived from their participation as detailed in this section and in section 5.2 of the Registration Document.

4. INFORMATION PERTAINING TO THE SECURITIES THAT ARE GOING TO BE OFFERED AND ADMITTED TO TRADING

4.1. TOTAL AMOUNT OF THE SECURITIES.

The securitisation Bond Issue shall total an amount of ONE BILLION (1,000,000,000) euros, represented by TEN THOUSAND (10,000) Bonds with an individual face value of ONE HUNDRED THOUSAND (100,000) euros each. The bonds shall be issued in two (2) series.

- **Class A**, comprised of three (3) Bond Series distributed as follows:
 - **Series A1(G)** comprised of TWO THOUSAND FIVE HUNDRED (2,500) Bonds, for a total amount of TWO HUNDRED AND FIFTY MILLION (250,000,000) euros.
 - **Series A2(G)** comprised of THREE THOUSAND NINE HUNDRED (3,900) Bonds, for a total amount of THREE HUNDRED AND NINETY MILLION (390,000,000) euros.
 - **Series A3** comprised of ONE THOUSAND SIX HUNDRED (1,600) Bonds, for a total amount of ONE HUNDRED AND SIXTY MILLION (160,000,000) euros.
- **Class or Series B:** made up of a single Series of TWO THOUSAND (2,000) Bonds, for a total amount of TWO HUNDRED MILLION (200,000,000) euros.

Ownership or subscription of one of the Classes or Series does not imply ownership or subscription of the Bonds of the other Classes or Series.

The Bonds will be issued by virtue of Royal Decree 926/1998, wherefore they are legally considered uniform, standardised and fixed-income securities. They can therefore be traded on organised securities markets.

Underwriting, placement and subscription of the Issue

Banco Sabadell shall participate as the Lead Manager, in accordance with the Bond Issue Management, Underwriting, Placement and Subscription Contract.

Subscription of Series A3 and B Bond Issue.

By virtue of the Bond Issue Management, Underwriting, Placement and Subscription Contract, Banco Sabadell (the Subscribing Entity) shall subscribe all of the Bonds in Series A3 and B during the Subscription Period.

Banco Sabadell holds the status of "professional investor" (as this investor category is defined in Royal Decree 1310/2005), whereby in accordance with the Securities Market Act and regulations that implement it, this offer of Bonds shall not be considered as a public offering. The Bond Issue Management, Underwriting, Placement and Subscription Contract shall be terminated and as a consequence the undertaking of the Bank to subscribe all of the Bonds issued by the Fund, in the following events:

- ◆ In the event that the Rating Agency does not confirm the provisional ratings granted to the Bonds prior to the Subscription Period and which are shown in this Prospectus; or
- ◆ In the event of an occurrence prior to the Subscription Period that could not have been foreseen or, even if it could have been foreseen, was inevitable and makes compliance with the Bond Issue Management, Underwriting, Placement and Subscription Contract impossible in accordance with the provisions set forth in article 1105 of the Civil Code, in which case, the Subscription Entity of the Bonds must notify this to the other party of the Contract, with the parties discharged from any obligation from that moment onwards.

The Subscription Entity shall receive no payment for its undertaking to subscribe the Bonds of Series A3 and B.

Underwriting and Placement of Series A1(G) and Series A2(G) Bonds

Underwriting

Underwriting of the Series A1(G) and Series A2(G) Bond Issue shall be done by Banco Sabadell as the Underwriting Entity, in conformity with the Bond Issue Management, Underwriting, Placement and Subscription Contract which the Fund Manager shall organise on behalf of the Fund simultaneously to the formation of the Fund, for which purpose the Underwriting Entity undertakes to subscribe the Bonds of Series A1(G) and Series A2(G) that the Placement Entities are not able to place.

The Underwriting Entity shall assume the obligations set forth in the Bond Issue Management, Underwriting, Placement and Subscription Contract.

The Underwriting Entity shall receive payment for its commitment to underwrite the Bonds of Series A1(G) and Series A2(G), based on the amount of Series A1(G) and Series A2(G) effectively acquired by Banco Sabadell, the maximum amount of which shall not exceed the Initial Fund Expenses, in accordance with the terms of section 6 of the Prospectus Schedule, given below.

Placement

Banco Sabadell and WestLB shall participate as the Placement Entities of the Series A1(G) and Series A2(G) Bond Issue, pursuant to the Bond Issue Management, Underwriting, Placement and Subscription Contract.

The Placement Entities shall assume the obligations set forth in the Bond Issue Management, Underwriting, Placement and Subscription Contract.

The Placement Entities shall receive a Placement Fee based on the amount effectively placed among third-party investors of Series A1(G) and Series A2(G) Bonds, whose maximum amount is described in the Initial Fund Expenses through the provisions of section 6 of the Prospectus Schedule given below.

4.2. DESCRIPTION OF THE TYPE AND CLASS OF THE SECURITIES.

The Bonds will have the juridical nature of negotiable fixed-income securities with explicit return, being subject, to the regime established by the Securities Market Law and applicable regulations.

4.3. LEGISLATION WITH WHICH THE SECURITIES SHALL BE CREATED.

"GC FTPYME SABADELL 8, Fondo de Titulización de Activos", is set up under and subject to Spanish Law, and in particular, to, (i) the Fund Deed of Formation, (ii) Royal Decree 926/1998 (iii) Royal Decree 1310/2005 of 4 November 2005, partly implementing the Securities Market Act, regarding the admittance to trading in official secondary markets of securities, public sale or subscription offerings and the prospectus required for those purposes, (iv) Act 19/1992 for all that is not contemplated in Royal Decree 926/1998, insofar as it is applicable, (v) Act 2/1981, (vi) Royal Decree 716/2009, (vii) the Securities Market Act in its current version, as regards its supervision, inspection and sanctioning, (viii) Order EHA/3537/2005, of 10 November 2005, implementing article 27.4 of the Securities Market Act, (ix) Order dated 10 January 2007, (x) the General State Budget Act for the year 2010 and (xi) all other legal and regulatory provisions in force that may apply at any given time.

This Prospectus Schedule has been prepared following the models provided for in EC regulation number 809/2004, pertaining to EC Directive 2003/71 of the European Parliament and of the Council as regards the information contained in

prospectuses, as well as the format, incorporation by reference and publication of said prospectuses and advertising.

At the date of registering this Prospectus, a Ministerial Order is currently in progress for the derogation and substitution of the Order dated 10 January 2007 described above. In the event of this Ministerial Order Bill being approved and if it should establish retroactive obligations, the Fund, the Fund Manager and the Assignor might be affected and have to adapt to that new legislation, under the established terms.

4.4. INDICATION OF WHETHER THE SECURITIES ARE NOMINATIVE OR BEARER AND IF THEY ARE IN THE FORM OF CERTIFICATES OR BOOK ENTRIES.

The Bonds shall be represented by book entries, pursuant to the provisions in Article 926 of Royal Decree 926/1998, and they shall be constituted as such by virtue of being recorded in the corresponding accounting registry and they shall be in bearer form. The Deed of Formation shall give rise to the effects provided for in the Securities Market Act.

Bondholders shall be identified as such (on their own behalf or on behalf of third parties) according to the accounting record kept by Iberclear, which shall be designated as the entity in charge of the accounting record of the Bonds in the Deed of Formation, in such a way that the clearance and settlement of the Bonds takes place in accordance with the rules of operation that, as regards the securities allowed for trading on the AIAF Fixed Income Market and represented by book entries, may be established or could be approved in the future by Iberclear.

4.5. CURRENCY OF THE ISSUE.

The securities shall be denominated in euros.

4.6. CLASSIFICATION OF THE SECURITIES IN ACCORDANCE WITH SUBORDINATION.

4.6.1 Simple statement regarding the order number that the payment of interest of the bonds holds in the Cash Flow Waterfall of the fund

Payment of interest accrued by the Bonds from Series A1(G), A2(G) and A3 occupies (iii) third place (interest accrued, due and not paid on the previous Payment Dates) in the Cash Flow Waterfall established in section 3.4.6 of the Supplemental Addendum and (iv) fourth place (interest due on the current Date of Payment) of the Cash Flow Waterfall established in the same section of the Supplemental Addendum and (iv) (fourth) (interest accrued and not paid on previous Payment Dates) of the Cash Flow Waterfall at Liquidation established in the same section and (v) in fifth place (interest due on the current Payment Date) of the Cash Flow Waterfall at Liquidation established in the same section.

The payment of the interest accrued by the Series B Bonds holds (v) (fifth) place when applying the available funds in the Cash Flow Waterfall established in the said section 3.4.6 of the Supplemental Addendum, except in the event of the situation provided for in the same section for their down-ranking, in which case, it shall hold (vii) (seventh) place when applying the available funds for the Cash Flow Waterfall established in the same section. The settlement of interest accrued by the Series B Bonds holds (vii) (seventh) place in the Cash Flow Waterfall at Liquidation established in the same section.

4.6.2 Simple statement regarding the order number that the payment of the principal of the bonds holds in the Cash Flow Waterfall of the fund

The withholding of the Available Funds for Amortising the Bonds of Classes A and B holds (vi) (sixth) place when applying the Available Funds of the Cash Flow Waterfall established in the said section 3.4.6 of the Supplemental Addendum.

The amortisation of the principal of the Series A Bonds holds (v) (fifth) place in the Cash Flow Waterfall at Liquidation established in section 3.4.6.

The amortisation of the principal of the Series B Bonds holds (viii) (eighth) place in the Cash Flow Waterfall at Liquidation established in section 3.4.6 of the Supplemental Addendum.

4.7. DESCRIPTION OF THE RIGHTS LINKED TO THE SECURITIES.

Pursuant to legislation in force, the Bonds, object of this Prospectus Schedule, shall, for the investor who may acquires them, have no present and/or future policy right over GC FTPYME SABADELL 8, F.T.A.

The economic and financial rights of the investor associated with the acquisition and holding of the Bonds shall be derived from the conditions of interest rate, yields and amortisation prices according to which they may be issued and which may be included in the following sections 4.8 and 4.9.

In the event of the default of any amount due to the Bondholders, they may only make a claim before the Fund Manager and only when the latter may have breached the duties that are incumbent upon it and included in the Deed of Formation and in this Prospectus. The Fund Manager is the only authorised representative of the Fund before third parties and in any legal proceeding in accordance with the applicable law.

The duties of the Assignor and of all other entities that in one way or another may participate in the operation are limited to those that are included in the corresponding contracts pertaining to the FONCAIXA FTGENCAT 3, FTA Fund, the relevant ones of which are described in the Prospectus Schedule and the Deed of Formation.

Any issue, disagreement or dispute pertaining to the Fund or the Bonds issued against the same, that may arise during its operational lifetime or its liquidation, whether among the Bondholders themselves or between the Bondholders and the Fund Manager, shall be submitted to the competent Spanish courts, and the parties hereby expressly waive any other jurisdiction to which they may have a right.

4.8. RATE OF NOMINAL INTEREST AND DRAWDOWNS CONCERNING PAYMENT OF INTEREST.

4.8.1. Date when interest becomes payable and the interest due dates.

4.8.1.1. Nominal interest

All Bonds issued shall accrue, as from the Closing Date until the final maturity of the same, an annual nominal interest rate, variable by quarter, and with the quarterly payment calculated as stated below. This interest shall be paid by completed quarters on each Payment Date on the Outstanding Balance of Principal of the Bonds of each series on the immediately preceding Payment Date.

The interest on the Bonds shall be paid, in relation to the rest of the Fund payments, in accordance with the Cash Flow Waterfall described in section 3.4.6 of the Supplemental Addendum. For the purpose of the accrual of the interest of all the

Series, the Bond Issue shall be understood as divided into Interest Accrual Periods, the duration of which shall be the duration existing between two Payment Dates (including the initial payment date and excluding the final date). The first Interest Accrual Period shall begin on the Closing Date, inclusive, and end on the first Payment Date 20.01.11, exclusive.

4.8.1.2. Nominal Interest Rate.

The nominal interest rate that each Series of Bonds will accrue during each Interest Accrual Period shall be the result of the sum of: (i) the Benchmark Interest Rate, which is determined as set forth below and which is common to all the series of bonds and rounded to the nearest whole thousandth, taking into account that, in the event that the closeness for rounding up or down is identical, such rounding will be made upwards, plus (ii) the margin applicable to each series of bonds, as indicated below.

- Series A1(G): margin of 1.30%.
- Series A2(G): margin of 1.35%.
- Series A3: margin of 1.40%.
- Series B: margin of 1.50%.

The Nominal Interest Rate applicable to the Bonds of each Series for the first Interest Accrual Period shall be made public before the Closing Date by means of the announcement provided for in section 4 of the Supplemental Addendum and by means of a communiqué to the CNMV by the Fund Manager.

With the exception of Series A1(G) and A2(G), the margins mentioned above do not constitute an estimate of prices for which these instruments could be sold on the secondary market or of the valuations which, possibly, could be made by the Euro system for the purposes of using them as collateral instruments in their operations concerning loans to the banking system.

4.8.1.3. Benchmark Interest Rate

The Benchmark Interest Rate for the determination of the interest rate applicable to all bonds of all series shall be the EURIBOR at three (3) months or, if necessary, the rate that replaces this, determined as shown below.

4.8.1.4. Fixing of the Benchmark Interest Rate of the Bonds.

The Benchmark shall be fixed in accordance with the rules described in this section.

On each Fixing Date of the Benchmark Interest Rate, the Fund Manager shall fix the Benchmark Interest Rate, which shall be equal to the EURIBOR, understood to be:

(i) The EURIBOR rate at three (3) months' maturity, at 11 a.m. (CET) on the Fixing Date currently published on the "EURIBOR01" electronic pages supplied by *REUTERS MONITOR MONEY RATES*, by *Dow Jones Markets (Bridge Telerate)*, or any other page that may replace the former.

(ii) In the absence of rates in accordance with the provisions of the preceding number (i), the Benchmark Interest Rate shall be the interest rate that results from the simple average of the inter-bank interest rates for non-transferable deposit operations in euros at three months' (3) maturity and by the equivalent amount of the Outstanding Balance of the Bonds offered on the Fixing Date by the entities indicated below, shortly after 11:00 a.m., and this interest rate shall be requested simultaneously from these entities:

- (a) Banco Santander S.A.;
- (b) Banco Bilbao Vizcaya Argentaria, S.A.
- (c) Deutsche Bank; and
- (d) Confederación Española de Cajas de Ahorros.

The reference city shall be the city of Madrid.

In the event that any of the said entities do not provide a quotation declaration, it shall be the rate that results from applying the simple arithmetic average of the rates declared by at least two of the remaining entities.

(iii) In the absence of rates in accordance with the provisions set forth in sections (i) and (ii), the Benchmark Interest Rate of the immediately preceding Interest Accrual Period shall be applicable, and thus successively for as long as such a situation may exist.

The Fund Manager shall keep the printouts of the contents of the REUTERS or TELERATE screens or, if applicable, of the prices from the banking entities stated in

the preceding section (ii) as supporting documents of the determined EURIBOR Interest Rate.

Notwithstanding the foregoing, the Benchmark Interest Rate for the first Interest Accrual Period, viz., between the Closing Date and the first Payment Date, shall be the amount that results from the linear interpolation between the EURIBOR rate at four (4) months and the EURIBOR rate at three (3) months, taking into consideration the number of days of the first Interest Accrual Period. The calculation of the Benchmark Interest Rate for the first Interest Accrual Period shall be carried out in accordance with the following formula:

$$R_n = R_3 + (R_4 - R_3) / (t_4 - t_3) \times (t_n - t_3)$$

Whereby:

R_n = Benchmark Interest Rate for the first Interest Accrual Period.

t_n = The number of days in the Interest Accrual Period.

R_4 = EURIBOR rate at four (4) months' maturity.

R_3 = EURIBOR rate at three (3) months' maturity.

t_4 = Number of days of the four (4) months' maturity period.

t_3 = Number of days of the three (3) months' maturity period.

The EURIBOR rates at (4) months and at (3) months for the first Interest Accrual Period shall be determined in accordance with the rules set forth in the previous paragraphs of this section, without prejudice to the temporary references carried out previously consequently becoming four (4) months or three (3) months.

4.8.1.5. Fixing Date of the Benchmark Interest Rate and of the Interest Rate of the Bonds.

The Fixing Determination Date of the Benchmark Interest Rate for each Interest Accrual Period shall be the second (2) Business Day prior to the Payment Date that sets the start of the corresponding Interest Accrual Period. For the first interest accrual period, the Benchmark Interest Rate shall be determined on the second (2) Business Day prior to the Closing Date.

Once the Benchmark Interest Rate of the Bonds has been determined, on the same Fixing Date the Fund Manager shall calculate and determine the interest rate applicable to the following Interest Accrual Period for each of the Series of Bonds.

The resulting interest rate shall be announced by the Fund Manager using the channels generally accepted by the market that guarantee adequate publication of the information in time and content.

4.8.1.6 Formula for calculating the interest of the Bonds:

The interest accrued by the Bonds of all the Series during each Interest Accrual Period shall be calculated by the Fund Manager according to the following formula:

$$I = N * r * \frac{n}{360}$$

Whereby:

N = Outstanding Balance of Principal of the Bond at the start of the Interest Accrual Period.

I = The total amount of interest accrued by the Bond in the Interest Accrual Period.

r = The annual interest rate of the Bond expressed as an integer value, calculated as the sum of the EURIBOR Benchmark Rate of the corresponding Interest Accrual Period plus the established differential.

n = The number of days in the Interest Accrual Period.

4.8.2. Dates, place, entities and procedure for payment of the coupons

The interest of the bonds, regardless of the series to which they may pertain, shall be payable by completed quarters on 20, January, April, July and October of each year until the final maturity date of the bonds. In the event that any of the said days were not a Business Day, the interest corresponding to the quarter shall be payable on the next Business Day. The first Payment Date shall be 20 January 2011.

If on a Payment Date, and in spite of the mechanisms set forth for the protection of the rights of the Bondholders, the Available Funds are not sufficient to meet the interest payment obligations of the Fund in accordance with the provisions set forth in section 3.4.6 of the Supplemental Addendum, the Available Amount for making

the interest payment shall be distributed in accordance with the Cash Flow Waterfall set forth in said section. In the event that the Available Funds are only sufficient for partially meeting the obligations that have the same priority order, independently for each of them, the Available Amount shall be divided proportionally among the affected Bonds and proportionally among the Outstanding Balance of Principal and the amounts that the Bondholders had not received shall be considered pending payment and be paid on the next Payment Date that is possible, without thereby accruing additional interest. The outstanding payments to Bondholders shall be settled on the following Payment Date (if there are Available Funds) immediately prior to the payments to the holders of the Bonds of the same Series corresponding to said period. The Fund, through the Fund Manager, may not defer the payment of Interest or principal of the Bonds after the Legal Final Maturity, viz., 20 January 2045, or the next Business Day.

The Cash Flow Waterfall is included in section 3.4.6 of the Supplemental Addendum.

All withholdings, payments and taxes that are established or that may be established in the future on the principal, interest or returns of these Bonds shall be payable exclusively by the Bondholders, and the amount thereof shall be deducted, if applicable, by the corresponding entity in the legally established manner.

Payment shall be made through the Paying Agent, using Iberclear to distribute the amounts.

4.8.3 Schedule

In the event that the payment day of a periodic coupon were not a Business Day for the purposes of the schedule, payment shall be transferred to the immediately following Business Day. For these purposes and for the lifetime of the Bonds, Business Days shall be deemed to be all those that are not:

- A holiday in Madrid,
- A holiday in Barcelona and
- Non-Business Day of the TARGET2 schedule.

4.8.4 Calculation Agent

The Calculation Agent of the Bond interest shall be the Fund Manager.

4.9. DATE OF MATURITY AND AMORTISATION OF THE SECURITIES.

4.9.1. Redemption price of the Bonds.

The redemption price for the Bonds of each Series shall be ONE HUNDRED THOUSAND (100,000) euros per Bond, equivalent to their face value, free of expenses and taxes for the Bondholder, payable progressively on each principal Payment Date, as set forth in the following sections.

Each and every one of the Bonds of the same Series shall be amortised in equal amounts by means of reducing the face value of each one of them.

4.9.2. Maturity of the issued Bonds.

The final maturity of the Bonds of all the Series shall occur on the Date when they may be fully amortised or on the Legal Final Maturity of the Fund, meaning on 20.01.45 or the next Business Day, without prejudice to the fact that the Fund Manger, pursuant to section 4.4.3 of the Registration Document, may proceed to amortise the Bond Issue prior to the Legal Final Maturity of the Fund.

The last date for the regular amortisation of the Credit Rights pooled in the securitised portfolio is 30 June 2039. Nonetheless, during the term of the Fund, that date may be extended up to 30 June 2041 at most.

The bonds shall be amortised on each payment date, meaning on 20th January, April, July and October of each year (or, in the event that they are not Business Days, on the next Business Day), in accordance with the provisions herein set forth and subject to the Cash Flow Waterfall included in section 3.4.6 of the additional module.

4.9.3. Characteristics common to the amortisation of the bonds of all the series

Net Outstanding Principal

The Net Outstanding Principal of the Bonds of a Series on a Payment Date shall be understood as the Outstanding Balance of Principal of the said Series of Bonds before the amortisation corresponding to said Payment Date, decreased by the amount accrued on the previous Payment Dates and deposited in the Amortisation Account as repayment of the Bonds of the Series in question.

Combined, the Net Outstanding Principal of the Bonds shall be the sum of the Net Outstanding Principal of each one of the Series that make up the Bond Issue.

Outstanding Balance of the Credit Rights.

The Outstanding Balance of the Credit Rights on a specific date shall be the sum of the capital or principal pending maturity of the Credit Rights on that particular date and the capital or principal due but not yet paid to the Fund.

The Outstanding Balance of the Non-Defaulted Credit Rights on a specific date shall be the sum of the outstanding capital or principal of each one of the Non-Defaulted Credit Rights due and not paid into the Fund on a specific date.

The Defaulted Credit Rights shall be those Credit rights in which:

- The Obligor may have been declared to be in a situation of insolvency, or
- It is classified by the Assignor as in default; or
- The Fund Manager considers, according to the information provided by the lender, that there are no reasonable expectations of recovering the same; or in any event when
- Non-payment lasts for an uninterrupted period of twelve (12) months.

Available Amount for Amortisation and Amortisation Deficit.

On each Payment Date, charged to the Available Funds for Amortisation and in the (vi) (sixth) place in the Cash Flow Waterfall, the amount allocated to the amortisation of the Bonds of Classes A and B shall be retained, in its entirety and without discrimination between Classes by an amount equal to the lesser of the following amounts:

- (a) The Theoretic Amortisation Amount, which is the positive difference on that Payment Date between **(A)** the Net Outstanding Principal of Class A and B Bonds before the amortisation to be made on that Payment Date including the outstanding amount to be repaid to the State for drawdowns of the Warranty for the amortisation of the Series A1(G) and Series A2 (G) Bonds and **(B)** the sum of the Outstanding Balance of the Non-defaulted Credit Rights corresponding to the last day of the month before the Payment Date; and
- (b) The Available Funds for Amortisation on that Payment Date, after having deducted the amounts corresponding to the concepts indicated in the (i) (first) to (v) (fifth) sections of the Cash Flow Waterfall included in section 3.4.6 of the Supplemental Addendum.

The Amortisation Deficit on a payment date shall be the positive difference, if this exists, between:

- (i) The Theoretical Amortisation Amount, and
- (ii) The Available Amount for Amortising.

Available Funds for Amortisation on each Payment Date.

The Available Funds on each Payment Date will be the following:

- (a) The balance of the Amortisation Account exclusively on the Payment Date of 20 April 2012.
- (b) The Available Amount for Amortising withheld in (vi) (sixth) place of the Cash Flow Waterfall on the corresponding Payment Date.

4.9.4. Distribution of the Available Funds for Amortisation.

Until the Payment Date corresponding to the first amortisation of the Series A2(G) Bonds, exclusive, 60% of the Available Funds for Amortisation withheld in the (vi) (sixth) order of the Cash Flow Payment Waterfall on the respective Payment Date shall be deposited in the Amortisation Account.

On the Payment Date corresponding to the first amortisation of the Series A2(G) Bonds, i.e., 20 April 2012, the Available Funds for Amortisation deposited in the

Amortisation Account corresponding to the previous Payment Dates shall be used to amortise the Series A2(G) Bonds.

4.9.4.1 Amortisation Rules

The Available Funds for Amortisation shall be applied in sequence, firstly to amortising Class A and redeeming the amounts owed to the State for drawdowns of the Warranty for the amortisation of Series A1(G) and Series A2(G) up to their total amortisation and redemption; and secondly, to the amortisation of Class B. Amortisation of the Series A1(G) Bonds shall start on the first Payment Date, amortisation of the Series A2(G) Bonds shall start on the Payment Date of 20 April 2012 and amortisation of the Series A3 Bonds shall start once the Bonds of Series A1(G) and A2(G) have been amortised in full.

Amortisation of the Class A Bonds.

A) From the first Payment Date (i.e. 20 January 2011) until the payment date of 20 April, excluding that date.

The Available Funds for Amortisation applied to the redemption of the Class A and to reimbursement of the amounts owed to the State through drawdowns of the Warranty for redemption of the Series A1(G) and A2(G) shall be applied in the following way:

1. 40% of the Available Funds for Amortisation withheld in the (vi) (sixth) order of the Cash Flow Waterfall on the corresponding Payment Date shall be applied to amortisation of the principal of the Series A1(G) Bonds and redemption to the State for all amounts paid to the Fund for drawdowns of the Warranty for redeeming the principal of the Bonds of Series A1(G).
2. 60% of the Available Funds for Amortisation withheld in the (vi) (sixth) order of the Cash Flow Waterfall on the respective Payment Date and redemption to the State for all amounts paid to the Fund for drawdowns of the Warranty for redeeming the principal of the Bonds of Series A1(G) which is accumulated in the Amortisation Account.

B) From the payment date of 20 April 2012, inclusive.

1. 40% of the Available Funds for Amortisation withheld in the (vi) (sixth) order of the Cash Flow Waterfall on the corresponding Payment Date shall be applied to amortisation of the principal of the Series A1(G) Bonds and redemption to the State for all amounts paid to the Fund for drawdowns of the Warranty for redeeming the principal of the Bonds of Series A1(G).
2. 60% of the Available Funds for Amortisation withheld in the (vi) (sixth) order of the Cash Flow Waterfall on the corresponding Payment Date shall be applied to amortisation of the principal of the Series A2(G) Bonds and redemption to the State for all amounts paid to the Fund for drawdowns of the Warranty for redeeming the principal of the Bonds of Series A2(G).

In the event that the Bonds of Series A1(G) have been amortised in full, the entirety of the Available Funds for Amortisation withheld in the (vi) (sixth) order of the Cash Flow Waterfall shall be applied to amortising the principal of the Bonds of Series A2(G) and the State shall be paid the amounts it has paid into the Fund for drawdowns of the Warranty for redemption of the principal of the Series A2(G) Bonds.

In the case that there are amounts outstanding payable to the State for drawdowns of the Warranty for amortising Series A1(G), these shall be repaid, together with the amortisation of Series A2(G), on a pro rata basis.

In the event that the Bonds of Series A2(G) have been amortised in full, the entirety of the Available Funds for Amortisation withheld in the (vi) (sixth) order of the Cash Flow Waterfall shall be applied to amortising the principal of the Bonds of Series A1(G) and the State shall be paid the amounts it has paid into the Fund for drawdowns of the Warranty for redemption of the principal of the Series A1(G) Bonds.

In the case that there are amounts outstanding payable to the State for drawdowns of the Warranty for amortising Series A2(G), these shall be repaid, together with the amortisation of Series A1(G), on a pro rata basis.

3. Once the amortisation of Series A1(G) and Series A2(G) has been completed, Series A3 shall be amortised in full.

In the case that there are amounts outstanding payable to the State for drawdowns of the Warranty for amortising Series A1(G) and Series A2(G), these shall be repaid before the amortisation of Series A3.

C) The amount of the Available Funds for Amortisation applied on a Payment Date to both concepts, amortisation of the principal of the Series A1(G) and Series A2(G) Bonds and repayment of the amounts owed to the State as a result of drawdowns of the Warranty for amortisation of the A1(G) and A2 (G) Series shall be applied as follows:

(i) In the event that there is an Amortisation Deficit on the current Payment Date, first to amortisation of the Series A1(G) and Series A2(G), as applies, and second, for any remaining amount, to repayment of the amounts owed to the State as a result of drawdowns of the Warranty for amortisation of Series A1(G) and Series A2(G).

(ii) Conversely, first to repayment of the amounts owed to the State as a result of drawdowns of the Warranty for amortisation of Series A1(G) and Series A2(G) , as applicable, and second, for any remaining amount, to amortisation of Series A1(G) and Series A2(G).

The accrued amount for amortisation of the Series A1(G) and Series A2(G) Bonds that cannot be covered in accordance with the Cash Flow Waterfall established in section 3.4.6. of the Supplemental Addendum shall be covered against the State Warranty, in accordance with the terms of section 3.4.7.3 of the Supplemental Addendum.

Amortisation of the Class B Bonds.

Once all the Class A Bonds have been amortised (including reimbursement to the State of the amounts it might have paid into the Fund for drawdowns of the Warranty for redeeming the principal of the Series A1(G) and Series A2(G))Bonds, the amortisation of the Class B Bonds shall take place, unless the pro rata amortisation rule set forth in section 4.9.4.2. below should apply.

4.9.4.2 Pro rata amortisation rules

Amortisation of the Class A Bonds (Series A3 with respect to Series A1(G) and Series A2(G)).

Notwithstanding the terms of section 4.9.4.1. above, amortisation of the Class A Bonds on a pro rata basis shall be made (including repayment to the State of the amounts it might have paid into the Fund for drawdowns of the Warranty for redeeming the principal of the Bonds of Series A1(G) and Series A2(G)) in the case that on the Determination Date prior to the respective Payment Date, the proportion between (i) the balance pending maturity of the Assets whose payment is up to date plus the Unpaid Balance of the Assets that are unpaid by less than or equal to ninety (90) days, increased by the amount of the income received by redemption of the principal of the Assets during three (3) calendar months prior to the Payment Date (on the first Payment Date, by the amount of the income received for redemption of the principal of the Assets from the Formation Date to the last day of the month immediately before that Payment Date), and (ii) the Net Outstanding Principal of the Class A Bonds, increased by the balance of the amounts due to the State for drawdowns of the Warranty for amortisation of Series A1(G) and Series A2(G), is less than or equal to 1.

In this event, on the corresponding payment date the Available Funds for Amortisation applied to amortisation of Class A and to the repayment of the amounts owed to the State for drawdowns of the Warranty for amortisation of the Series A1(G), shall be distributed in accordance with the following rules:

- (a) They shall be assigned pro rata in a directly proportional manner (i) to the Net Outstanding Principal of the Series A2(G), points (i) and (ii) increased by the amounts owed to the State for drawdowns of the Warranty for amortisation of Series A1(G) and Series A2(G) and (iii) to the Net Outstanding Principal of Series A3 .
- (b) The amount assigned to the Bonds of Series A1(G) and Series A2(G) and to the amounts due for drawdowns of the Warranty for the amortisation of Series A1(G) and Series A2(G), shall be applied in accordance with the terms of section 4.9.4.1.C.

Pro rata amortisation of the Series B Bonds

However, even if the Class A (Series A1(G), A2(G) and A3(G)) had not been fully redeemed, the Available Funds for Amortisation shall also be applied to the amortisation of the Class B Bonds on the payment date that is not the last payment date or the Fund Liquidation Date and on which the following circumstances are satisfied:

To amortise the Class B Bonds:

- i. The Pro Rata Amortisation of Class A was not applicable, and as set forth in the preceding point;
- ii. That on the current Payment Date, the Reserve Fund has been allocated with the amount required to reach the Minimum Level of the Reserve Fund.
- iii. That on the Determination Date prior to the corresponding Payment Date, the amount of the Outstanding Balance of the Credit Rights is equal to or greater than 10% of the Initial Balance.
- iv. The Outstanding Balance of Principal of Class B is equal to or greater than 40% of the Outstanding Principal of the Bond Issue, the latter increased by the amounts due through drawdowns of the State Warranty for amortisation of the Series A1 (G) and Series A2(G) Bonds.
- v. The sum of the Outstanding Balance of the Non-defaulted Loans that are not more than ninety (90) days in arrears with regard to payment of the amounts granted does not exceed 1.25% of the Outstanding Balance of the Non-defaulted Loans.

In the case of the amortisation of the Series B Bonds being applicable on a Payment Date, as foreseen in rule above, the Available Funds for Amortisation shall also be used to amortise the Series B Bonds, so that the Outstanding Balance of Principal of the Series B Bonds in relation with the sum of the Outstanding Balance of Principal of the Bond Issue is kept at 40% or a percentage higher than the latter as closely as possible.

On the Liquidation Date, the amortisation of the various Bond Classes and the reimbursement to the State of the amounts owed for executing the Warranty for amortisation of Series A1(G) and Series A2(G) shall occur by distribution of the Available Funds for Liquidation through the Cash Flow Waterfall at Liquidation.

4.10 INDICATION OF THE RETURN.

The average life, yield, duration and final maturity of the bonds of each series depend on various factors. The most significant are the following:

- i) The calendar and amortisation system of each one of the Credit Rights set forth in their corresponding policies or public deeds.
- ii) The capacity that the Debtors have for the clean-up call of the Loans, whether partially or totally, and the speed with which this Clean-up Call is made overall, throughout the life of the fund.
- iii) The arrears of debtors in the payment of the Mortgage Loan amounts.

In order to calculate the tables included in this section, the following hypotheses have been taken into account with regard to the factors described:

- a. interest rate of the loans: 3.50% weighted average interest rate on 30 August, 2010 of the portfolio of selected loans that have been used for calculating the amortisation amounts and interest of each one of the selected loans;
- b. annual default rate of the Loans portfolio (unpaid loans with arrears of more than 90 days, excluding defaulted loans): 4.38% of the Outstanding Unpaid Balance of the Loans (based on the default rate data of the Assignor for activities similar to the present operation on 30 June, 2010 published in section 3.5 of the Prospectus Schedule Supplemental Addendum) with a recovery of 85% after 12 months].
- c. default of the portfolio of Loans: 15% of the arrears balance, based on the terms of the preceding section, plus 0.05% of the Outstanding Balance on each Payment Date. The recovery rate of the Defaulted Loans is 50% after 12 months from their inclusion as Defaulted Loans.
- d. The cumulative default rate at the end of the life of the Fund for CPRs of 5%, 10% and 12% are 2.35%, 1.79% and 1.69% respectively.
- e. The early repayment rate of the Credit Rights, which presupposes 5%, 10% and 12%, remains constant throughout the life of the Bonds;

- f. Variables a, b, c, d above come from the historic information furnished by Banco Sabadell and in agreement with the nature of the Credit Rights.
- g. the Closing Date of the Bonds is 22 September 2010;
- h. No Amortisation Deficit occurs; and
- i. there is no extension of the term of any of the Credit Rights.
- j. The amortisation systems of the Credit Rights have been taken into account, as well as the grace periods of the Credit Rights to which they apply.

The Internal Rate of Return (IRR) for the subscriber must take into account the date and purchase price of the Bond, the quarterly payment of the coupon and all amortisations, both the amortisation according to the planned schedule as well as those of an early nature. The real adjusted duration and the return of the Bonds will also depend on their variable interest rate.

For the first interest accrual period, the Benchmark Interest Rate will be the result of the linear interpolation between the EURIBOR 3-month rate and the EURIBOR 4-month rate, pursuant to the terms of section 4.8 of this Prospectus Schedule with the EURIBOR 3 and 4- month rates for 13 September 2010 being equal to 0.879% and 0.957%, respectively, and therefore with the interpolated EURIBOR rate being equal to 0.952%, the Nominal Interest Rate applicable to the Bonds on the first Payment Date will be as follows:

	Series A1(G)	Series A2(G)	Series A3	Series B
Nominal Interest Rate.	2.252%	2.302%	2.352%	2.452%

From the second interest accrual period, the nominal variable interest rate of the Bonds in each Series is assumed constant, based on the following detail, and the result of the Euribor 3-month rate 0.879% at 13 September 2010 and the margins, as set forth in section 4.8.1.2 (1.30%) for Series A1(G), (1.35%) for Series A2(G), (1.40%) for Series A3 and (1.50%) for Series B:

	Series A1(G)	Series A2(G)	Series A3	Series B
Nominal Interest Rate.	2.179%	2.229%	2.279%	2.379%

The Average Life of the Bonds for the various Prepayment Rates, hereby assuming the hypotheses described previously, would be the following:

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		5% CPR	10% CPR	12% CPR
Series A1(G)	Average term (years)	1.70	1.44	1.36
	IRR	2.21%	2.21%	2.21%
	Term (years)	1.67	1.41	1.34
	Final Amortisation	20/04/2014	20/07/2013	20/04/2013
Series A2(G)	Average term (years)	2.07	1.86	1.80
	IRR	2.29%	2.29%	2.29%
	Term (years)	2.03	1.82	1.77
	Final Amortisation	20/04/2014	20/07/2013	20/04/2013
Series A3	Average term (years)	4.17	3.40	3.18
	IRR	2.34%	2.34%	2.34%
	Term (years)	3.99	3.29	3.08
	Final Amortisation	20/07/2015	20/10/2014	20/04/2014
Series B	Average term (years)	6.15	4.81	4.50
	IRR	2.44%	2.44%	2.44%
	Term (years)	5.75	4.57	4.29
	Final Amortisation	20/07/2017	20/01/2016	20/10/2015
Anticipated Settlement Date of the Fund		20/07/2017	20/01/2016	20/10/2015
Years from the Formation Date		6.94	5.42	5.16

The Fund Manager expressly states that the financial servicing tables of each one of the series described hereunder are merely theoretical and for illustrative purposes and do not represent any payment obligation whatsoever, remembering that:

- The CPRs are assumed constant at 5%, 10% and 12%, respectively, throughout the life of the Bond Issue, and said CPR's may be different from the actual early amortisation.
- The Outstanding Balance of Principal of the Bonds on each Payment Date, and therefore the interests to be paid on each of them, shall depend on the real early amortisation, the delinquency and the degree of defaults experienced by the Credit Rights.

- The nominal interest rates of the Bonds are assumed as constant during the lifetime of the Fund for each Series and, as is known, the nominal interest rate of all of the Series is variable.
- The hypothetical values mentioned at the beginning of this section are assumed in all cases.
- It is assumed that the Fund Manager shall exercise the option of the Clean-up Call of the Fund and use this for the Early Amortisation of the Bond Issue when the Outstanding Balance of the Non-defaulted Credit Rights is less than 10% of the Initial Balance.
- Based on the above scenario, Pro Rata Amortisation of Class B Bonds does not take place with the amortisation of Class A Bonds, and neither does the pro rata amortisation of Class A (Series A1(G), A2(G) and A3).
- Based on the above scenario, it is not possible to reduce the Reserve Fund during the life of the Bonds.

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FLOWS FOR EACH BOND WITHOUT RETENTION FOR THE SUBSCRIBER, IRR = 5% (in euros)												
Payment Date	Series A1(G)			Series A2(G)			Series A3			Series B		
	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total	Amort. Princ.	Gross Inter.	Total Total
22/09/2010												
20/01/2011	7.301,08	696,17	7.997,25	0,00	767,67	767,67	0,00	784,33	784,33	0,00	817,67	817,67
20/04/2011	8.710,45	504,98	9.215,42	0,00	557,25	557,25	0,00	569,75	569,75	0,00	594,75	594,75
20/07/2011	8.550,52	462,61	9.013,13	0,00	563,44	563,44	0,00	576,08	576,08	0,00	601,36	601,36
20/10/2011	8.923,07	420,08	9.343,15	0,00	569,63	569,63	0,00	582,41	582,41	0,00	607,97	607,97
20/01/2012	9.019,04	370,39	9.389,43	0,00	569,63	569,63	0,00	582,41	582,41	0,00	607,97	607,97
20/04/2012	9.439,94	316,69	9.756,63	49.946,25	563,44	50.509,69	0,00	576,08	576,08	0,00	601,36	601,36
20/07/2012	8.880,62	264,69	9.145,31	8.539,06	282,02	8.821,08	0,00	576,08	576,08	0,00	601,36	601,36
20/10/2012	8.826,07	218,15	9.044,21	8.486,60	236,48	8.723,08	0,00	582,41	582,41	0,00	607,97	607,97
20/01/2013	6.739,06	169,00	6.908,06	6.479,87	188,14	6.668,01	0,00	582,41	582,41	0,00	607,97	607,97
20/04/2013	6.948,38	128,62	7.077,00	6.681,13	147,94	6.829,07	0,00	569,75	569,75	0,00	594,75	594,75
20/07/2013	5.604,77	91,77	5.696,54	5.389,20	111,94	5.501,14	0,00	576,08	576,08	0,00	601,36	601,36
20/10/2013	6.520,92	61,57	6.582,49	6.270,11	82,47	6.352,58	0,00	582,41	582,41	0,00	607,97	607,97
20/01/2014	4.536,09	25,26	4.561,35	5.748,27	46,75	5.795,02	0,00	582,41	582,41	0,00	607,97	607,97
20/04/2014	0,00	0,00	0,00	2.459,51	13,71	2.473,22	15.130,10	569,75	15.699,85	0,00	594,75	594,75
20/07/2014	0,00	0,00	0,00	0,00	0,00	0,00	19.702,33	488,92	20.191,25	0,00	601,36	601,36
20/10/2014	0,00	0,00	0,00	0,00	0,00	0,00	19.990,85	379,54	20.370,40	0,00	607,97	607,97
20/01/2015	0,00	0,00	0,00	0,00	0,00	0,00	17.047,24	263,11	17.310,35	0,00	607,97	607,97
20/04/2015	0,00	0,00	0,00	0,00	0,00	0,00	15.708,85	160,27	15.869,12	0,00	594,75	594,75
20/07/2015	0,00	0,00	0,00	0,00	0,00	0,00	12.420,63	71,55	12.492,18	513,31	601,36	1.114,67
20/10/2015	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	11.084,74	604,85	11.689,59
20/01/2016	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	9.654,06	537,45	10.191,52
20/04/2016	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	9.836,60	473,56	10.310,16
20/07/2016	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	9.058,26	414,40	9.472,66
20/10/2016	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	9.216,35	363,89	9.580,23
20/01/2017	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	7.201,21	307,85	7.509,06
20/04/2017	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	6.764,31	258,33	7.022,65
20/07/2017	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	36.671,15	220,53	36.891,68
Total	100.000	3.730	103.730	100.000	4.701	104.701	100.000	9.656	109.656	100.000	14.849	114.849

GC FTPYME SABADELL 8, F.T.A

FLOWS FOR EACH BOND WITHOUT RETENTION FOR THE SUBSCRIBER, IRR = 10% (in euros)												
Payment Date	Series A1(G)			Series A2(G)			Series A3			Series B		
	Amort.	Gross	Total	Amort.	Gross	Total	Amort.	Gross	Total	Amort.	Gross	Total
	Princ.	Inter.	Total	Princ.	Inter.	Total	Princ.	Inter.	Total	Princ.	Inter.	Total
22/09/2010												
20/01/2011	9.421,85	680,24	10.102,09	0,00	767,67	767,67	0,00	784,33	784,33	0,00	817,67	817,67
20/04/2011	10.679,31	493,42	11.172,73	0,00	557,25	557,25	0,00	569,75	569,75	0,00	594,75	594,75
20/07/2011	10.352,74	440,09	10.792,82	0,00	563,44	563,44	0,00	576,08	576,08	0,00	601,36	601,36
20/10/2011	10.565,11	387,27	10.952,38	0,00	569,63	569,63	0,00	582,41	582,41	0,00	607,97	607,97
20/01/2012	10.500,12	328,44	10.828,56	0,00	569,63	569,63	0,00	582,41	582,41	0,00	607,97	607,97
20/04/2012	10.762,97	267,03	11.030,01	59.886,63	563,44	60.450,07	0,00	576,08	576,08	0,00	601,36	601,36
20/07/2012	10.044,13	207,75	10.251,88	9.657,82	226,02	9.883,83	0,00	576,08	576,08	0,00	601,36	601,36
20/10/2012	9.841,62	154,10	9.995,72	9.463,09	173,49	9.636,58	0,00	582,41	582,41	0,00	607,97	607,97
20/01/2013	7.611,23	99,30	7.710,53	7.318,49	119,58	7.438,07	0,00	582,41	582,41	0,00	607,97	607,97
20/04/2013	7.708,55	55,68	7.764,22	7.412,06	76,20	7.488,26	0,00	569,75	569,75	0,00	594,75	594,75
20/07/2013	2.512,39	13,84	2.526,23	6.261,91	35,28	6.297,19	5.237,05	576,08	5.813,13	0,00	601,36	601,36
20/10/2013	0,00	0,00	0,00	0,00	0,00	0,00	27.648,75	551,91	28.200,66	0,00	607,97	607,97
20/01/2014	0,00	0,00	0,00	0,00	0,00	0,00	22.881,24	390,88	23.272,13	0,00	607,97	607,97
20/04/2014	0,00	0,00	0,00	0,00	0,00	0,00	22.581,36	252,02	22.833,38	0,00	594,75	594,75
20/07/2014	0,00	0,00	0,00	0,00	0,00	0,00	20.840,68	124,73	20.965,41	0,00	601,36	601,36
20/10/2014	0,00	0,00	0,00	0,00	0,00	0,00	810,92	4,72	815,64	16.022,03	607,97	16.630,00
20/01/2015	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	14.086,26	510,56	14.596,82
20/04/2015	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	12.823,13	415,68	13.238,81
20/07/2015	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	10.532,63	343,19	10.875,82
20/10/2015	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	11.026,90	282,92	11.309,82
20/01/2016	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	35.509,04	215,88	35.724,93
Total	100.000	3.127	103.127	100.000	4.222	104.222	100.000	7.882	107.882	100.000	11.633	111.633

FLOWS FOR EACH BOND WITHOUT RETENTION FOR THE SUBSCRIBER, IRR = 12% (in euros)												
Payment Date	Series A1(G)			Series A2(G)			Series A3			Series B		
	Amort.	Gross	Total	Amort.	Gross	Total	Amort.	Gross	Total	Amort.	Gross	Total
	Princ.	Inter.	Total	Princ.	Inter.	Total	Princ.	Inter.	Total	Princ.	Inter.	Total
22/09/2010												
20/01/2011	10.294,94	673,68	10.968,63	0,00	767,67	767,67	0,00	784,33	784,33	0,00	817,67	817,67
20/04/2011	11.473,52	488,67	11.962,19	0,00	557,25	557,25	0,00	569,75	569,75	0,00	594,75	594,75
20/07/2011	11.063,70	430,90	11.494,60	0,00	563,44	563,44	0,00	576,08	576,08	0,00	601,36	601,36
20/10/2011	11.197,21	374,03	11.571,24	0,00	569,63	569,63	0,00	582,41	582,41	0,00	607,97	607,97
20/01/2012	11.054,69	311,68	11.366,36	0,00	569,63	569,63	0,00	582,41	582,41	0,00	607,97	607,97
20/04/2012	11.242,81	247,40	11.490,20	63.775,84	563,44	64.339,28	0,00	576,08	576,08	0,00	601,36	601,36
20/07/2012	10.450,14	185,47	10.635,61	10.048,21	204,10	10.252,31	0,00	576,08	576,08	0,00	601,36	601,36
20/10/2012	10.180,05	129,32	10.309,37	9.788,51	149,11	9.937,61	0,00	582,41	582,41	0,00	607,97	607,97
20/01/2013	7.885,31	72,63	7.957,94	7.582,03	93,35	7.675,37	0,00	582,41	582,41	0,00	607,97	607,97
20/04/2013	5.157,64	28,10	5.185,74	8.805,42	49,07	8.854,49	1.464,19	569,75	2.033,94	0,00	594,75	594,75
20/07/2013	0,00	0,00	0,00	0,00	0,00	0,00	25.108,96	567,65	25.676,60	0,00	601,36	601,36
20/10/2013	0,00	0,00	0,00	0,00	0,00	0,00	28.176,87	427,65	28.604,52	0,00	607,97	607,97
20/01/2014	0,00	0,00	0,00	0,00	0,00	0,00	23.241,88	263,54	23.505,42	0,00	607,97	607,97
20/04/2014	0,00	0,00	0,00	0,00	0,00	0,00	22.008,10	125,39	22.133,49	638,16	594,75	1.232,91
20/07/2014	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	16.747,86	597,52	17.345,38
20/10/2014	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	16.652,74	502,27	17.155,00
20/01/2015	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	13.977,83	401,02	14.378,86
20/04/2015	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	12.641,25	309,17	12.950,42
20/07/2015	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	10.286,50	236,59	10.523,08
20/10/2015	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	0,00	29.055,67	176,65	29.232,32
Total	100.000	2.942	102.942	100.000	4.087	104.087	100.000	7.366	107.366	100.000	10.878	110.878

4.11 REPRESENTATION OF THE SECURITIES HOLDERS.

For the securities included in this Bond Issue, a Syndicate of Bondholders will not be formed.

Under the terms provided for in Article 12 of Royal Decree 926/1998, the Fund Manager, in its capacity as a manager of the businesses of third parties, is responsible for representing and defending the interests of the holders of the Bonds issued against the Fund and of all other ordinary creditors of the Fund. Consequently, the Fund Manager shall subordinate its actions to the defence of those interests in accordance with the provisions that may be in force at any given time.

4.12. RESOLUTIONS, AUTHORISATIONS AND APPROVALS FOR THE ISSUE OF THE SECURITIES.

a) Corporate Resolutions.

Resolution for the formation of the Fund, assignment of the Loans and Bond issue:

The Board of Directors of GestiCaixa, SGFT, S.A. at its meeting held on 30.04.10 resolved the following:

- i) The formation of GC FTPYME SABADELL 8, FTA in accordance with the legal regime established by Royal Decree 926/1998; by Law 19/1992 wherever Royal Decree 926/1998 may be silent and to the extent that it may be applicable; and in all other current legal provisions and regulations in force that may be applicable at any time.
- ii) The pooling into the Fund of the Credit Rights that stem from the Mortgage Loans and non-Mortgage Loans granted by Banco Sabadell to the Obligors.
- iii) The issue of the Bonds against the Fund.

Loans Assignment Agreement:

The Board of Directors of Banco Sabadell, at its meeting on 29 April 2010, resolved to authorise the assignment of the Loans (including the issue and subscription of the Mortgage Participations and Mortgage Transfer Certificates).

b) Registration by the CNMV.

The prerequisite for the formation of the Fund and the Bond issue is the recording in the Official Registers of the CNMV of this Prospectus and all other accrediting documents, in accordance with the provisions in Article 5.1.e) of Royal Decree 926/1998.

This Fund Formation and Bond Issue Prospectus was filed with the Official Registers of the CNMV on 16 September, 2010.

c) Granting of the public deed of incorporation of the Fund.

Once this Prospectus has been registered by the CNMV, on 17 September 2010 the Fund Manager, together with Banco de Sabadell, S.A., as the Assignor of the Credit Rights, shall proceed to execute the public deed of incorporation of GC FTPYME SABADELL 8, FTA by virtue of the resolution of the Board of Directors of Banco de Sabadell, S.A., dated 29.04.10 and the resolution of the Board of Directors of the Fund Manager dated 30.04.10, under the terms provided for in Article 6 of Royal Decree 926/1998.

The Fund Manager hereby states that the content of the Deed of Formation shall coincide with the preliminary draft of the Deed of Formation that it delivered to the CNMV, and in no case do the terms of the Deed of Formation contradict, modify, alter or invalidate the provisions contained in this Prospectus.

The Fund Manager shall send a copy of the Deed of Formation to the CNMV for its inclusion into the Official Registries, prior to the start of the Subscription Period of the Bonds.

4.13. DATE OF ISSUE OF THE SECURITIES.

The securities will be issued on the date on which the Deed of Formation is executed, on 17 September 2010.

The Closing Date of the securities will be 22 September 2010.

4.13.1 Group of potential qualified investors

The Bond Issue, except for Series A1(G) and Series A2(G), is made with the intention of being subscribed entirely by the Assignor. In particular, the subscription of the Series A3 Bonds by the Assignor is carried out for the purpose of being used as collateral in operations with the Euro system, without prejudice to the availability of liquid assets that can be disposed of on the market. As a consequence, the conditions of the Bond Issue (except those of Series A1(G) and Series A2 (G) Bonds),

do not constitute an estimate of prices for which these instruments could be sold on the secondary market or of the valuations which, possibly, could be made by the Euro system for the purposes of using them as collateral instruments in their operations concerning loans to the banking system.

Nevertheless, the price of the Series A1(G) and Series A2(G) Bonds is a price that is in agreement with the economic conditions prevailing in the market on the Fund Formation Date.

The placement, distribution and marketing of the Bond Issue is targeted at qualified investors, in accordance with the definition of this term set forth in article 39 of Royal Decree 1310/2005.

4.13.2 Subscription period.

The undertaking to subscribe the Series A3 and B Bonds is set forth in the Bond Issue Management, Underwriting, Placement and Subscription Contract to be signed on the same day of executing the Deed of Formation.

The first Subscription Date is 21 September 2010, the Business Day prior to the Closing Date. Subscription of the Bonds shall be made between 10:00 and 13:00 hours (CET) on the Subscription Date ("**Subscription Period**").

4.13.3. Where and before whom the subscription can be transacted

Subscription requests for the Series A1(G) and Series A2(G) Bonds shall be presented during the Subscription Period to the Placement Entities of the Series A1(G) and Series A2(G) Bonds, considering that the subscription or holding of one Series does not imply the subscription or holding of the other Series.

4.13.4 Placement and Subscription of the Bond Issue

The Placement Entities of Series A1(G) and Series A2(G) Bonds shall freely proceed to the acceptance or not of the subscription requests received, ensuring in all cases that there is no discriminatory treatment among requests with similar characteristics. Nevertheless, the Placement Entities may give priority to the requests of those clients that it may deem most appropriate or beneficial.

The Underwriting Entity undertakes to subscribe in its own name, once the Subscription Period has concluded, the number of Bonds from Series A1(G) and

Series A2(G) not placed by the Placement Entities which are necessary to complete the figure of the underwriting commitment, as determined in the Bond Issue Management, Underwriting, Placement and Subscription Contract.

As set forth in the Bond Issue Management, Underwriting, Placement and Subscription Contract, the Subscribing Entity undertakes to subscribe in its own name and on the Subscription Date, all of the Bonds from Series A3 and B.

4.13.5 Form and Closing Date

On the Closing Date, the Subscribing Entity, Placement Entities of Series A1(G) and Series A2(G) and, as applies, the Underwriting Entity, shall pay the amount that each must pay to the Paying Agent, with same-day value, before 13:00 hours (CET).

The investors to whom the Bonds have been allocated shall pay the Placement Entities, before 10:00, CET, on the Closing Date, effective on that same day, the corresponding issue price for each awarded Bond.

The Closing Date shall be 22 September, 2010.

4.14. RESTRICTIONS ON THE FREE TRANSFERABILITY OF THE SECURITIES.

The Bonds may be freely transferred through any manner lawfully permitted and in accordance with the rules of the AIAF Fixed Income Market. Title over each Bond will be transmitted by accounting transfer. The recording in the accounting registry of the transfer in favour of the acquiring party shall have the same effects as the transfer of title, and as from that moment the transfer may be effective against third parties. In this sense, the third party purchaser by onerous title of the Bonds represented by book entries in the name of a person that, according to the records of the accounting registry, is entitled to transfer them, will not be subject to reply, except in the case where such third party may have acted in bad faith or tortuously.

5. RESOLUTIONS OF ADMISSION TO TRADING AND NEGOTIATION

5.1. MARKET ON WHICH THE SECURITIES SHALL BE TRADED.

In compliance with the provisions set forth in article 2, number 3 of Royal Decree 926/1998, the Fund Manager shall request permission for trading the Bond Issue on the AIAF Fixed Income Market immediately following the Payment Date.

The Fund Manager undertakes to have concluded the recording of the Bond Issue on the AIAF Fixed Income Market within the term of thirty days as from the Closing Date once the corresponding authorisations are obtained.

The Fund Manager expressly states that the requirements and conditions required for the admission, permanence and exclusion of the securities on the AIAF Fixed Income Market are understood, pursuant to current legislation, and the Fund Manager, on behalf of the Fund, agrees to comply with the same.

In the event of a breach within the aforementioned admission to trading period of the Bonds, the Fund Manager hereby undertakes to publish the opportune Relevant Fact at the CNMV and in the Official Gazette of the AIAF Fixed Income Market or through any other means that are generally accepted by the market and which guarantee adequate dissemination of the information in time and content. Said information shall contain both the causes for said breach as well as the anticipated new date for the entry to trading of the issued securities. This is without prejudice to the liability of the Fund Manager if the breach is attributable to the same.

Likewise, the Fund Manager shall apply for inclusion of the Bond Issue in Iberclear in a manner that provides for the clearance and settlement of same in accordance with the operating rules which, with regard to the securities admitted to trading on the AIAF Fixed Income Market and represented through book entries, are set forth or may be approved in the future by Iberclear.

There are no plans to contract an entity that would undertake to facilitate the liquidity of the Bonds during the life of the Issue.

5.2. PAYING AGENT

The financial servicing of the Bond Issue shall be carried out through Banco Sabadell, the entity which shall be designated as the Paying Agent. All payments to be made by the Fund to the Bondholders shall be made through the Paying Agent.

The Fund Manager, on behalf of and representing the Fund, and Banco Sabadell shall enter into the Paying Agency Contract on the day when the Deed of Formation is executed.

The obligations assumed by the Paying Agent under this Contract are summarised below:

(i) On the Closing Date, it shall pay the Fund, before 14:00 hours (CET), the full amount of the subscription of the Bond Issue, with same-day value, by crediting the funds into the Treasury Account, which pursuant to the terms of the Bond Issue Management, Underwriting, Placement and Subscription Contract, is paid to (a) Banco Sabadell as the Entity Subscribing the Bonds of Series A3 and B and, as applicable, the Underwriting Entity of Series A1(G) and Series A2(G) and (b) the Placement Entities of Series A1(G) and Series A2(G) for the nominal amount of the Bonds placed.

(ii) On the Closing Date, pay the Placement Entities of Series A1(G) and Series A2(G) the amount of the placement fee due to them, once they have received the nominal amount of the Bonds placed by them.

(iii) On each of the Payment Dates of the Bonds, it shall pay the interest and redemption of the principal of the Bonds, after deducting the total amount of the tax withholding on account for the income from capital gains that, if applicable, may have to be made in accordance with the applicable tax legislation.

(iv) Pursuant to the terms of Order dated 10 January 2007 and for the purposes of executing the Warranty, provide the Fund Manager, at first request by the latter, with all the necessary certificates regarding the available balances of the Treasury Account.

In consideration for the services to be provided by the Paying Agent, the Fund shall pay a fee to this party on each Payment Date of the Bonds during the term of the contract equal to 0.01%, including taxes, if applicable, on the gross amount of the interest payable to the Bondholders on each Payment Date, to be paid on the same Payment Date, provided that the Fund has sufficient liquidity and in accordance with the Cash Flow Waterfall established in section 3.4.6 of the Supplemental Addendum.

Should the Fund not have sufficient liquidity to pay the entire mentioned fee, the unpaid amounts will be accumulated, without penalty, together with the fee corresponding to the following Payment Date, unless such lack of liquidity situation

remains, in which case the amounts due will continue to accumulate until the Payment Date on which such situation has ceased.

The Paying Agency Contract will be terminated for all legal purposes in the event that the Rating Agencies do not confirm the ratings assigned on a provisional basis to each of the classes of Bonds as final before the start of the Subscription Period, or in the event of the termination of the Bond Issue Management, Underwriting, Placement and Subscription Contract.

Substitution of the Paying Agent

The Fund Manager is authorised to replace the Paying Agent (in each and every one of its functions), as long as this is permitted by the current legislation and authorisation is obtained from the competent authorities, if necessary. The substitution shall be communicated to the CNMV, to the Rating Agencies and to the Assignor.

S&P Criteria

In the case that the rating of the Paying Agent granted by the Rating Agencies for its short term risk is set at a lower rating than A-1 according to the S&P scale or that rating is withdrawn, the Fund Manager shall put into practice, on account of the Fund, and within a term of no more than thirty (30) Business Days from the time that situation occurs, and after notifying the Rating Agencies, any of the necessary options from those described below, which make it possible to maintain an adequate level of guarantee with respect to the undertakings stemming from the functions set forth in the Paying Agent contract:

- (i) Obtain similar guarantees or undertakings from a bank or banks with a short term debt rating no less than A-1 according to S&P and BBB (High) and R-1 (Low), at long and short term, respectively, according to DBRS to guarantee the undertakings assumed by the Paying Agent.
- (ii) Replace the Paying Agency with a bank whose short term debt rating is no less than A-1 according to S&P and BBB (High) and R-1 (Low), at long and short term, respectively, according to DBRS, to assume, under the same conditions, the functions of the affected entity established in its respective contract.

DBRS Criteria

If, in accordance with the internal ratings of DBRS, the credit rating of Banco Sabadell assigned by DBRS for its short-term risk were reduced to lower than a BBB (High) and/or R-1 (Low) rating, at short and long term respectively, in accordance with the DBRS scale, or if that rating were withdrawn, the Fund Manager shall, on behalf of the Fund, put into practice, within a term of no more than sixty (60) Business Days from the time that situation occurs, and after first notifying the Rating Agencies, one of the required options from among those described below to allow an appropriate level of guarantee to be maintained with respect to the commitments arising from the functions set forth in the Paying Agent contract:

- (i) Obtain similar guarantees or undertakings from a bank or banks with a short term debt rating no less than BBB (High) and R-1 (Low), at long and short term, respectively, according to DBRS to guarantee the undertakings assumed by the Paying Agent.
- (ii) Replace the Paying Agency with a bank whose short term debt rating is no less than BBB (High) and R-1 (Low), at long and short term, respectively, according to DBRS, to assume, under the same conditions, the functions of the affected entity established in its respective contract.

If Banco Sabadell were replaced as the Paying Agent, the Fund Manager shall be entitled to modify the commission paid to the replaced agent, which could be higher than that established with Banco Sabadell.

Furthermore, in the case of serious breach by Banco de Sabadell, S.A. of its obligations under the Paying Agent Contract, as for any other duly justified reason, the Fund Manager may revoke the designation of Banco de Sabadell, S.A. as the Paying Agent and appoint another entity to replace Banco de Sabadell, S.A. as the Paying Agent, provided (i) the other entity has similar financial characteristics to Banco Sabadell and a credit rating for short term debt of at least A-1 for S&P and BBB (High) and R-1 (Low), at long and short term, respectively, for DBRS, accepted by the Fund Manager, for replacing it Banco Sabadell in the functions assumed by virtue of the Paying Agent Contract, (ii) notification is sent to the CNMV and to the Rating Agencies and (iii) this is notified first to Banco de Sabadell, S.A. in writing by registered mail, except for termination due to breach, at least thirty (30) calendar days before the nearest Payment Date. In the case of replacing Banco de Sabadell, S.A. due to the circumstances described above, all costs incurred by the replacement

shall be borne by the replaced Paying Agent, as well as any increases in fees payable to the new Paying Agent.

Likewise, the Paying Agent may consider the Paying Agency Contract to be terminated, subject to prior notification to the Fund Manager a minimum of two months in advance, in accordance with the terms set forth in the Paying Agency Contract, and as long as (i) another entity with financial characteristics similar to Banco Sabadell and with a short-term credit rating at least equal to A-1, in the case of Moody's, and BBB (High) and R-1 (Low) for short and long term debt respectively, in the case of DBRS, accepted by the Fund Manager, replaces Banco Sabadell in the functions assumed under the Paying Agent Contract, and (ii) the CNMV and the Rating Agencies are notified. Moreover, termination may not occur, unless authorised by the Fund Manager, until day 20 of the month following the month of the Payment Date following the notification of termination. In the case of replacement motivated by the waiver of the replaced party, all of the costs stemming from the replacement process shall be payable by the latter, as well as any increase of the commission of the new Paying Agent. The administrative and management costs derived from the process of replacing the Paying Agent as a result of the loss of a rating shall be borne by the replaced Paying Agent.

Publication of the amounts to be paid and establishments through which the financial service of the issue will be handled

The payment of interest and amortisation shall be announced using the channels generally accepted by the market (AIAF Fixed Income Market, Iberclear) that guarantee adequate publication of the information in time and content.

Notification dates of the payments to be made by the fund on each payment date:

These shall be 18, January, April, July and October of each year. If these dates are not Business Days, then the next Business Day shall apply.

The periodic information to be provided by the Fund is described in section 4.1 of the Supplemental Addendum.

6. EXPENSES OF THE OFFER AND OF THE ADMISSION TO TRADING

The forecasted initial expenses are the following:

Initial Expenses	Euros
CNMV fees (Registration)	41,836,35
CNMV Fees - Supervision	9,646,35
AIAF Market Fees	64,900,00
IBERCLEAR Fees	2,360,00
Rating Agencies, legal advice, placement feed, printing, notary public fees, audit, translation and others	1,961,257.30
Fee due for the State Warranty	1,920,000,00
GENERAL TOTAL	4,000,000.00

Costs incurred due to liquidation of the Fund shall be payable by the Fund.

In addition to the Initial Expenses detailed previously, the Fund shall pay the ordinary and extraordinary expenses of the Fund and shall charge this to Available Funds in accordance with the Cash Flow Waterfall. It is estimated that the ordinary costs of the Fund, including the commission payable to the Fund Manager and those stemming from the Paying Agent contract, at the close of the first year of the life of the Fund, shall total 140,000 euros. Given that the bulk of these costs is directly related to the Outstanding Balance of Principal of the Bonds and the Outstanding Balance of the Loans and that these balances are reduced throughout the life of the Fund, the ordinary expenses of the Fund shall also be reduced over time.

7. ADDITIONAL INFORMATION

7.1. DECLARATION OF THE CAPACITY WHEREBY THE ADVISORS RELATED TO THE ISSUE HAVE ACTED AND WHO ARE MENTIONED IN THE PROSPECTUS SCHEDULE.

J&A Garrigues, S.L.P. has provided the legal consultancy for the formation of the Fund and the Bond Issue and has revised the statements pertaining to the tax treatment of the Fund, which are contained in section 4.5.1 of the Registration Document.

7.2. OTHER INFORMATION OF THE PROSPECTUS SCHEDULE THAT HAS BEEN AUDITED OR REVISED BY AUDITORS.

Not applicable.

7.3. DECLARATION OR REPORT ATTRIBUTED TO A PERSON IN THE CAPACITY OF AN EXPERT.

Ernst & Young was the auditor of a series of attributes of the Loans selected under the terms of section 2.2 of the Supplemental Addendum.

7.4. INFORMATION COMING FROM THIRD PARTIES.

The Fund Manager, within its verification duties established in this Prospectus, has received confirmation from Banco Sabadell with respect to the authenticity of the Assignor's characteristics, as well as that of the Credit Rights described in section 2.2.8 of the Supplemental Addendum, along with the rest of the Assignor's information included in this Prospectus

The Fund Manager has accurately reproduced the information received from Banco Sabadell and, to the best of its knowledge, can confirm from said information received from Banco Sabadell that no fact which may render this information incorrect or misleading, has been omitted and this Prospectus does not omit significant facts or data which may be significant for the investor.

7.5. SOLVENCY RATING ASSIGNED TO THE SECURITIES BY THE RATING AGENCIES.

Degrees of solvency assigned to an issuer or to its obligations upon request or with the co-operation of the issuer in the ratings process.

The Fund Manager, acting as the founder and legal representative of the Fund, and the Assignor, acting as the assignor of the Credit Rights, have resolved to request ratings from DBRS and S&P for each one of the Series of Bonds, pursuant to the provisions set forth in article 5 of Royal Decree 926/1998, of 14 May.

Prior to the date of registering this Prospectus Schedule, the Rating Agencies have granted the following preliminary ratings for the Bonds:

Series	S&P	DBRS
Series A1(G)*	AAA(sf)	AAA(sf)
Series A2(G)*	AAA(sf)	AAA(sf)
Series A3	AAA(sf)	AAA(sf)
Series B	BB (sf)	BB (high)(sf)

(*) The rating assigned to Series A1(G) and Series A2(G) is prior to the granting of the State Warranty.

The task entrusted to the Rating Agencies consists of appraising the Bond ratings.

The ratings of S&P for the Bonds constitute an opinion regarding the capacity of the issuer to promptly pay interest and principal during the term of the operation and in all cases, before the legal maturity of those securitised Bonds.

The ratings of DBRS are the opinions of the agency about the credit risk level, the capacity of the Fund to duly meet the payment of the interest on each established Payment Date and the payment of the principal of the issue during the life of the operation and, in any event, prior to the Legal Final Maturity.

The ratings of the Rating Agencies are not an evaluation of the likelihood that the obligors will make advance repayments of principal, or the extent to which those repayments differ from what was originally foreseen. The ratings do not in any way constitute an evaluation of the level of actuarial performance.

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

- are formulated by the Rating Agencies based on wide-ranging information received by them. The Rating Agencies cannot be held responsible under any circumstances for the accuracy of this information, or that it is complete, and,
- they do not constitute and, therefore, in no way could they be interpreted as, an invitation, recommendation or incitation directed at investors for them to proceed to carry out any operation with the Bonds and, in particular, to acquire, keep, encumber or sell those Bonds.

The lack of confirmation of the provisional ratings granted to the Bonds by the Rating Agencies before the start of the Subscription Period shall constitute an event

of termination of the formation of the Fund, of the transfer of the Credit rights and of the rest of the Fund Contracts, and of the Bond Issue.

The final ratings assigned can be revised, suspended or withdrawn at any time by the Rating Agencies according to any information of which they may become aware. Such situations, which shall not constitute events of a Clean-up Call of the Fund, shall be immediately reported to both the CNMV and the Bondholders, in accordance with the provisions of section 4.1 of the Supplemental Addendum.

In order to carry out the rating process and follow-up procedure, the Rating Agencies rely on the accuracy and completeness of the information provided by the Fund Manager, the Assignor, the auditors and the legal advisers.

The Fund Manager, representing the Fund, undertakes to supply the Rating Agencies with periodic information (at least every month) about the situation of the Fund and the behaviour of the Credit Rights so that they can monitor the credit rating of the Bonds. It shall likewise provide said information whenever reasonably requested to do so and in any case, whenever there may be a modification to the conditions of the fund or to the contracts arranged with it through the Fund Manager or the interested parties.

The Fund Manager shall make its utmost effort to maintain the rating of the Bonds at its initial level and, in the event that the said rating should drop, to recover it.

SUPPLEMENTAL ADDENDUM TO THE PROSPECTUS SCHEDULE
(Annex VIII of (EC) Regulation Number 809/2004 of 29 April 2004)

1. SECURITIES

1.1. Minimum denomination of the issue

The Fund, represented by the Fund Manager shall be formed with the Credit Rights that Banco Sabadell assigns to the Fund upon its formation, the principal or capital of which shall total a maximum that is equal to or as close as possible by default to one billion euros (1,000,000,000 euros).

1.2. Confirmation that the information on a company or obligor not participating in the issue has been reproduced.

Not applicable.

2. UNDERLYING ASSETS

2.1 Confirmation of the ability of the securitised assets to produce funds payable on the securities.

The Fund Manager confirms that the principal and interest flows generated by the securitised Credit Rights will make it possible, pursuant to the contractual characteristics, to satisfy the payments due and payable on the bonds issued.

However, in order to cover possible non-payment by the Obligors of the securitised assets, a series of credit-enhancing operations has been arranged in accordance with the applicable regulations to augment the security or regularity in the payment of the Bonds and to mitigate or neutralise differences in the interest rates on the assets and the Bonds of each Series. Even so, under exceptional circumstances the credit-improving operations could turn out to be insufficient. The credit-enhancing operations are described in section 3.4.2. of this Supplemental Addendum.

Not all of the Bonds issued have the same risk of non-payment as that reflected in the credit ratings assigned by the Rating Agency to the Bonds in each one of the Series detailed in part 7.5 of the Prospectus Schedule.

If i) in the opinion of the Fund Manager the existence of circumstances of any nature were to lead to a substantial alteration or permanent distortion or were to make it

impossible or extremely difficult to maintain the equity balance of the Fund or ii) if a non-payment indicative of a serious and permanent maintain the equity balance of the Fund or (ii) imbalance in relation to the Bonds were to occur or if it were expected to occur, the Fund Manager could proceed with the Clean-up Call of the Fund and Early Amortisation of the Bond Issue in the terms set forth in part 4.4.3 of the Registration Document.

2.2. Assets Supporting the Bond Issue

The Credit Rights to be pooled in the Fund assets are comprised of loans owned by Banco Sabadell stemming from loans without mortgage guarantees (the “**Non-Mortgage Loans**”) and loans with mortgage guarantees (the “**Mortgage loans**”) (hereinafter, the Credit Rights arising from the non-mortgage and Mortgage Loans shall be jointly referred to as “**Credit Rights**”) granted to non-financial companies based in Spain, of which at least 80% of the outstanding balance of the Credit Rights corresponds to small and medium businesses (the “**Obligors**”) fulfilling the definition of the European Commission in its Recommendation of 6 May 2003, the characteristics of which are described in the present document.

The Mortgage Loans have been formalised in the form of Public Instruments. The Non-Mortgage Loans have been formalised in documents notarised by public officials or in non-notarised documents.

The Credit rights Portfolio selected as of 30 August, 2010, as shown in the auditor's report, was comprised of 3,845 Credit Rights with an outstanding balance pending maturity of €1,114,071,586.52.

Audit of the Assets Securitised through the Fund

The Credit Rights were subject to an audit on 30 August, 2010 by the company Ernst & Young, in order to comply with the provisions set forth in article 5 of Royal Decree 926/1998, dated 14 May.

The Audit Report has been produced using sampling techniques which constitute a generally accepted method for the verification of the records that an entity maintains in relation with a group of entries (“population”) and which allow a conclusion to be reached about said population by analysing a number of entries (“samples”) smaller than the total group. The reliability level indicates the likelihood of the real number of entries with deviations from a rule existing in a population not exceeding a previously determined limit (“precision”). The chosen

sample size and level of confidence determine that the non-existence of errors in the sample corresponds with a maximum of inferred errors for the population, always different than zero. The verification discusses a series of attributes, both quantitative and qualitative, about the operations of the sample, and specifically about the following: identification of the assigned obligor, nature of the loan and assigned obligor, purpose of the operation, real estate promotions, transfer of the assets, accreditation of micro companies and small and medium businesses, date of formalising the loan, maturity of the operation, repayment term no less than one year, current balance of the operation, Benchmark Interest Rate, interest rate differential, interest rate applied, initial amount of the operations, repayment arrears, ownership with full title, situation regarding insolvency, type of guarantee and bilateral nature of refinancing operations. In addition, the following attributes have been verified for Mortgage Loans: formalisation of the Mortgage Loan, address of the mortgaged property, appraisal value, ratio of outstanding balance of principal of the Mortgage Loan over the appraisal value, constructed property, and type of asset serving as collateral. In addition, for loans with mortgage guarantees whose assignment will be made through issuing Mortgage Participations, the following aspects have been verified: Formalisation of the Mortgage Loan, ratio of the current outstanding balance of the Mortgage Loan over the appraisal value and damages insurance.

The Credit Rights selected with errors detected in the verification of the sample will not be assigned to the Fund.

2.2.1 Legislation governing the securitised assets.

The securitised assets are governed by Spanish law.

2.2.2. Description of the general characteristics of the obligors and the economic environment, as well as the overall statistics in reference to the securitised assets.

The Obligors of the Credit Rights are non-financial companies based in Spain, of which at least 80% of the outstanding balance of the Credit Rights corresponds to small and medium businesses that fulfil the definition of the European Commission in its Recommendation of 6 May.

a) **Distribution based on the company size**

The following chart shows a breakdown of the Credit Rights, based on the size of the Obligor entity. This classification was made in accordance with the Banco de Sabadell S.A. classification criteria.

Operations and 30.08.2010				
Classification according to Debtor and Invoicing				
Turnover	Operations		Outstanding Principal Not Due	
	Number	%	Amount	%
Self-employed and shops	414	10,77%	51.960.467,14	4,66%
Companies with turnover of less than 300,000 euros	768	19,97%	253.208.181,40	22,73%
Companies with turnover from 300,000 to 900,000 euros	666	17,32%	147.189.227,64	13,21%
Companies with turnover from 900,000 to 6,000,000 euros	1.347	35,03%	304.787.956,88	27,36%
Companies with turnover from 6,000,000 to 30,000,000 euros	500	13,00%	206.361.065,14	18,52%
Companies with turnover from 30,000,000 to 100,000,000 euros	150	3,90%	150.564.688,32	13,51%
Portfolio Total	3.845	100,00%	1.114.071.586,52	100,00%

The percentage of operations fulfilling the European Commission Small Business definition, set out in its Recommendation of 6 May 2003 is 963,725,275.49 representing 86.50% of the total portfolio. The maximum turnover a company or freelancer can have to be included in the Small Business definition of the European Commission in its Recommendation of 6 May 2003, is fifty million euros (€50,000,000.00)

b) **Table of the top 20 obligors of the selected Credit Rights**

The following table shows the concentration of the top 20 obligors of the selected Credit Rights.

Operations Portfolio as of 30.08.2010					
Classification by Debtor					
Debtor	Sector	Operations		Outstanding Principal Not Due	
		Number	%	Amount	%
Debtor 1	Manufacture of electrical material and equipment	1	0,03%	13.500.000,00	1,21%
Debtor 2	Real estate activities	1	0,03%	11.094.548,00	1,00%
Debtor 3	Renting activities	1	0,03%	10.846.958,77	0,97%
Debtor 4	Wholesale trade and intermediaries, except motor vehicles and motorcycles	1	0,03%	10.000.000,00	0,90%
Debtor 5	Real estate activities	1	0,03%	9.070.838,87	0,81%
Debtor 6	Real estate activities	1	0,03%	8.524.640,56	0,77%
Debtor 7	Auxiliary financial and insurance services	1	0,03%	7.500.000,00	0,67%
Debtor 8	Wholesale trade and intermediaries, except motor vehicles and motorcycles	1	0,03%	7.291.666,55	0,65%
Debtor 9	Real estate activities	1	0,03%	6.153.097,23	0,55%
Debtor 10	Real estate activities	1	0,03%	6.029.421,65	0,54%
Subtotal		10	0,26%	90.011.171,63	8,08%
Debtor 11	Specialised construction activities	1	0,03%	6.020.839,64	0,54%
Debtor 12	Supply of electrical energy, gas, steam and air conditioning	1	0,03%	5.850.000,00	0,53%
Debtor 13	Real estate activities	1	0,03%	5.684.867,20	0,51%
Debtor 14	Office administration activities and other additional company activities	2	0,05%	5.261.183,42	0,47%
Debtor 15	Waste collection, treatment and disposal; recovery	1	0,03%	5.001.280,60	0,45%
Debtor 16	Real estate activities	1	0,03%	4.645.306,46	0,42%
Debtor 17	Real estate activities	1	0,03%	4.523.809,52	0,41%
Debtor 18	Building construction	1	0,03%	4.499.922,20	0,40%
Debtor 19	Supply of electrical energy, gas, steam and air conditioning	1	0,03%	4.481.866,64	0,40%
Debtor 20	Technical architecture and engineering services; technical analysis and testing	1	0,03%	4.304.689,20	0,39%
Subtotal		11	0,29%	50.273.764,88	4,51%
Debtor 21 to 30		11	0,29%	39.213.763,45	3,52%
Rest		3813	99,17%	934.572.886,56	83,89%
Total		3.845	100,00%	1.114.071.586,52	100,00%

The first Obligor is Grupo General Cable, S.A. whose business activity is carried out in the sector Manufacture of electrical material and equipment.

The second Obligor is New Winds Group S.L. whose business activity is carried out in the Real Estate sector.

Of the 5 largest Obligors, a total of 20,165,386.87 euros, i.e., 1.81% of the portfolio as of 30 August, 2010 belong to activities related to the real estate and/or construction sectors.

Of the 10 largest Obligors, a total of 40,872,546.31 euros, i.e., 3.67% of the portfolio as of 30 August, 2010 belong to activities related to the real estate and/or construction sectors.

Of the 20 largest Obligors, a total of 66,247,291.33 euros, i.e., 5.95% of the portfolio as of 30 August, 2010 belong to activities related to the real estate and/or construction sectors.

Of the 30 largest Obligors, a total of 81,581,571.82 euros, i.e., 7.32% of the portfolio as of 30 August, 2010 belong to activities related to the real estate and/or construction sectors.

The twenty top Obligors of the portfolio represent 155.87% with respect to the Initial Reserve Fund Amount.

The portfolio has no loans that include clauses related to financial ratios that must be fulfilled by the respective Obligor, that could lead to the demanding of early repayment of the Credit Rights by the Assignor.

c) Information on the economic activity of the Obligors by economic activity sector, according to the codes of the Spanish National Economic Activities Classification (CNAE).

The following table shows the distribution of the selected Credit Rights according to the CNAE codes of the Obligors' activities.

Operations Portfolio as of 30.08.2010						
CNAE description	CNAE classification		Operations		Outstanding Principal Not Due	
	CNAE description	CNAE classification	Number	%	Amount	
					Amount	%
68-Real estate activities		423	11,00%	249.055.730,85	22,36%	
46-Wholesale trade and intermediaries, except motor vehicles and motorcycles		427	11,11%	100.997.071,68	9,07%	
41-Construction of buildings		170	4,42%	86.097.835,92	7,73%	
55-Accommodation services		179	4,66%	62.156.861,31	5,58%	
47-Retail trade, except motor vehicles and motorcycles		310	8,06%	50.947.744,39	4,57%	
10-Food industry		107	2,78%	39.587.350,94	3,55%	
56-Food and drink services		217	5,64%	36.325.533,75	3,26%	
43-Specialised construction activities		182	4,73%	34.892.546,67	3,13%	
82-Office administration activities and other additional company activities		58	1,51%	25.351.708,99	2,28%	
35-Supply of electrical energy, gas, steam and air conditioning		37	0,96%	23.679.792,62	2,13%	
49-Land and pipeline transportation		123	3,20%	22.239.183,73	2,00%	
45-Sale and repair of motor vehicles and motorcycles		113	2,94%	21.183.883,87	1,90%	
01-Farming, cattle breeding, hunting and related services		85	2,21%	21.116.250,15	1,90%	
71-Technical architecture and engineering services; technical analysis and testing		88	2,29%	18.749.947,57	1,68%	
27-Manufacture of electrical material and equipment		23	0,60%	17.098.909,14	1,53%	
86-Healthcare services		87	2,26%	16.787.131,75	1,51%	
77-Rental activities		21	0,55%	15.455.457,60	1,39%	
25-Manufacture of metal products excluding machinery and equipment		106	2,76%	14.618.666,16	1,31%	
28-Manufacture of other material and equipment		59	1,53%	13.397.777,09	1,20%	
16-Wood and cork industry, except furniture, wickerwork and esparto grass products		58	1,51%	12.928.007,08	1,16%	
96-Other personal services		51	1,33%	12.330.350,66	1,11%	
66-Auxiliary financial and insurance services		15	0,39%	10.682.668,49	0,96%	
17-Paper industry		25	0,65%	9.817.810,50	0,88%	
87-Residential care		15	0,39%	9.536.648,38	0,86%	
20-Chemical industry		33	0,86%	9.373.044,44	0,84%	
32-Other manufacturing industries		28	0,73%	9.372.749,02	0,84%	
52-Storage and activities related to transport		46	1,20%	9.115.231,99	0,82%	
69-Legal and accounting activities		70	1,82%	8.674.342,83	0,78%	
70-Head office activities; consultancy and management activities		34	0,88%	8.302.594,27	0,75%	
64-Financial services except insurance and pension funds		7	0,18%	7.975.535,41	0,72%	
22-Manufacture of rubber products and plastics		47	1,22%	7.790.489,99	0,70%	
23-Manufacture of other non-metallic mineral products		31	0,81%	7.715.625,41	0,69%	
13-Textile industry		44	1,14%	7.405.301,34	0,66%	
30-Manufacturing other transport material		11	0,29%	7.117.181,34	0,64%	
93-Sporting, recreational and leisure activities		37	0,96%	6.950.051,67	0,62%	
42-Civil engineering		22	0,57%	6.920.022,48	0,62%	
79-Travel agencies, tour operators and reservation services and related services		20	0,52%	6.875.303,18	0,62%	
59-Cinematographic, video and television programming activities, sound recordings and editing		15	0,39%	6.713.405,76	0,60%	
38-Waste collection, treatment and disposal; recovery		7	0,18%	6.130.082,80	0,55%	
24-Metallurgy; manufacture of iron and steel products and iron alloys		14	0,36%	5.462.611,76	0,49%	
18-Graphic arts and reproduction of recorded media		52	1,35%	5.330.168,28	0,48%	
31-Manufacture of furniture		21	0,55%	5.203.047,36	0,47%	
08-Other extraction industries		15	0,39%	5.085.619,54	0,46%	
26-Manufacture of IT, electronic and optical products		14	0,36%	4.976.117,18	0,45%	
11-Manufacture of drinks		18	0,47%	4.799.478,14	0,43%	
62-Programming, consultancy and other IT-related activities		30	0,78%	4.663.670,27	0,42%	
92-Gambling and betting activities		20	0,52%	4.248.321,49	0,38%	
73-Publicity and market research		26	0,68%	4.080.204,52	0,37%	
29-Manufacture of motor vehicles, trailers and semi-trailers		14	0,36%	3.687.888,85	0,33%	
50-Sea and inland waterway network shipping		2	0,05%	3.125.000,00	0,28%	
85-Education		27	0,70%	3.006.759,25	0,27%	
14-Clothing manufacture		15	0,39%	2.329.169,91	0,21%	
61-Telecommunications		14	0,36%	1.836.371,98	0,16%	
74-Other professional, scientific and technical activities		23	0,60%	1.768.034,11	0,16%	
15-Leather and shoe industry		10	0,26%	1.654.224,54	0,15%	
21-Manufacture of pharmaceutical products		5	0,13%	1.632.647,60	0,15%	
58-Publishing		11	0,29%	1.427.075,63	0,13%	
72-Research and development		5	0,13%	1.181.243,42	0,11%	
63-Information services		10	0,26%	1.152.681,38	0,10%	
37-Collection and treatment of waste water		2	0,05%	744.565,19	0,07%	
36-Water intake, purification and distribution		4	0,10%	658.480,33	0,06%	
84-Public Administration and defence; obligatory Social Security		2	0,05%	646.784,11	0,06%	
81-Building and gardening services		8	0,21%	641.496,11	0,06%	
90-Creative, artistic and entertainment activities		10	0,26%	461.904,27	0,04%	
39-Decontamination activities and other waste management services		5	0,13%	415.273,23	0,04%	
95-Repair of computers and personal effects and articles for domestic use		6	0,16%	397.716,32	0,04%	
80-Safety and investigation activities		3	0,08%	283.196,28	0,03%	
33-Repair and installation of machinery and equipment		2	0,05%	275.966,70	0,02%	
53-Postal and post office activities		3	0,08%	209.273,19	0,02%	
78-Activities related to employment		3	0,08%	195.687,61	0,02%	
03-Fishing and aquaculture		4	0,10%	166.742,33	0,01%	
60-Radio and television programming and broadcasting		2	0,05%	154.840,71	0,01%	
02-Forestry management and timber farming		3	0,08%	132.405,35	0,01%	
65-Insurance, reinsurance and pension funds, except obligatory Social Security		3	0,08%	127.674,74	0,01%	
51-Air transport		1	0,03%	100.000,00	0,01%	
75-Veterinary activities		2	0,05%	84.666,53	0,01%	
12-Tobacco industry		1	0,03%	69.416,63	0,01%	
09-Support activities for extractive industries		1	0,03%	67.316,86	0,01%	
91-Activities of libraries, archives, museums and other cultural activities		1	0,03%	52.853,54	0,00%	
88-Social services activities without accommodation		1	0,03%	35.410,06	0,00%	
97-Activities of homes as employers of domestic staff		1	0,03%	33.750,00	0,00%	
Portfolio Total		3.845	100,00%	1.114.071.586,52	100,00%	

At 30 August 2010, a total of 376,966,135.95 euros (i.e. 33.84% of the outstanding non-matured balance of the Credit Rights) stem from Credit Rights extended to Obligors with CNAEs corresponding to Real Estate and Construction (CNAEs 41, 42, 43 and 68). Likewise, on 30 August, 2010, a total of 100,997,071.68 euros (i.e. 9.07% of the outstanding non-matured balance of the Credit Rights) stem from

Credit Rights extended to Obligors with CNAEs corresponding to wholesale trading and trade mediators, except for motor vehicles and motor bikes (CNAE 46).

None of the Credit Rights extended (if any) to real estate developers is financing the construction or refurbishing of homes and/or stores or industrial premises, or land to be used for any of the above activities, but for financing activities other than the foregoing.

d) Information on the date of formalisation of the selected Credit Rights

The following chart shows the breakdown of the selected Credit Rights according to the formalisation date in intervals of 6 months, as well as the average, minimum and maximum age.

Operations portfolio at 30 August 2010					
Classification by Age of the Formation Date					
Interval		Operations		Outstanding principal not due	
Formalisation Date		Number	%	Amount	%
01/01/1999	30/06/1999	3	0.08%	945,849.48	0.08%
01/07/1999	31/12/1999	4	0.10%	379,415.00	0.03%
01/01/2000	30/06/2000	5	0.13%	2,478,306.34	0.22%
01/07/2000	31/12/2000	7	0.18%	3,540,788.02	0.32%
01/01/2001	30/06/2001	12	0.31%	4,531,882.33	0.41%
01/07/2001	31/12/2001	10	0.26%	2,463,361.72	0.22%
01/01/2002	30/06/2002	5	0.13%	987,723.67	0.09%
01/07/2002	31/12/2002	2	0.05%	393,891.66	0.04%
01/01/2003	30/06/2003	6	0.16%	1,291,119.08	0.12%
01/07/2003	31/12/2003	4	0.10%	1,131,447.84	0.10%
01/01/2004	30/06/2004	2	0.05%	557,393.93	0.05%
01/07/2004	31/12/2004	4	0.10%	1,532,766.63	0.14%
01/01/2005	30/06/2005	7	0.18%	1,883,096.68	0.17%
01/07/2005	31/12/2005	18	0.47%	12,159,366.27	1.09%
01/01/2006	30/06/2006	31	0.81%	19,156,336.06	1.72%
01/07/2006	31/12/2006	29	0.75%	16,488,189.77	1.48%
01/01/2007	30/06/2007	21	0.55%	16,746,466.72	1.50%
01/07/2007	31/12/2007	40	1.04%	24,864,222.22	2.23%
01/01/2008	30/06/2008	117	3.04%	74,899,648.81	6.72%
01/07/2008	31/12/2008	208	5.41%	127,197,630.89	11.42%
01/01/2009	30/06/2009	1.354	35.21%	398,672,418.05	35.79%
01/07/2009	31/12/2009	1.708	44.42%	356,645,855.23	32.01%
01/01/2010	30/06/2010	248	6.45%	45,124,410.12	4.05%
Portfolio Total		3.845	100.00%	1,114,071,586.52	100,00%
Age Weighted Average:				1.65 years	
Maximum Age:				30/03/1999	
Minimum Age:				26/02/2010	

At 30 August, 2010, a total of 11,002,539,963.10 euros (i.e. 89.99% of the outstanding balance of the Credit Rights) are loans extended after 1 January 2008.

e) Information on the principal of the selected Credit Rights

The following table shows the distribution of the outstanding balance of principal of the Credit Rights as of 30 August, 2010 at intervals of 100,000 euros, as well as the average, minimum and maximum values.

Operations Portfolio as of 30.08.2010					
Classification by Outstanding Balance Intervals					
Intervals of Principal		Operations		Outstanding Principal Not Due	
Euros		Number	%	Amount	%
0,00	99.999,99	1.929	50,17%	104.519.918,68	9,38%
100.000,00	199.999,99	685	17,82%	96.831.486,48	8,69%
200.000,00	299.999,99	358	9,31%	88.582.068,01	7,95%
300.000,00	399.999,99	235	6,11%	81.493.121,93	7,31%
400.000,00	499.999,99	155	4,03%	68.791.849,21	6,17%
500.000,00	599.999,99	94	2,44%	51.301.881,41	4,60%
600.000,00	699.999,99	52	1,35%	33.404.832,83	3,00%
700.000,00	799.999,99	47	1,22%	35.587.609,08	3,19%
800.000,00	899.999,99	51	1,33%	43.460.689,15	3,90%
900.000,00	999.999,99	30	0,78%	28.185.057,08	2,53%
1.000.000,00	1.099.999,99	21	0,55%	21.947.373,42	1,97%
1.100.000,00	1.199.999,99	17	0,44%	19.445.580,40	1,75%
1.200.000,00	1.299.999,99	25	0,65%	30.984.050,95	2,78%
1.300.000,00	1.399.999,99	15	0,39%	20.185.445,84	1,81%
1.400.000,00	1.499.999,99	14	0,36%	20.265.066,54	1,82%
1.500.000,00	1.599.999,99	11	0,29%	16.958.898,75	1,52%
1.600.000,00	1.699.999,99	7	0,18%	11.484.524,89	1,03%
1.700.000,00	1.799.999,99	9	0,23%	15.676.725,79	1,41%
1.800.000,00	1.899.999,99	8	0,21%	14.493.217,35	1,30%
1.900.000,00	1.999.999,99	6	0,16%	11.618.392,58	1,04%
2.000.000,00	2.099.999,99	6	0,16%	12.138.049,63	1,09%
2.100.000,00	2.199.999,99	3	0,08%	6.481.768,92	0,58%
2.200.000,00	2.299.999,99	4	0,10%	9.007.097,16	0,81%
2.300.000,00	2.399.999,99	3	0,08%	7.095.034,50	0,64%
2.400.000,00	2.499.999,99	5	0,13%	12.148.618,34	1,09%
2.500.000,00	2.599.999,99	5	0,13%	12.622.682,55	1,13%
2.600.000,00	2.699.999,99	3	0,08%	7.997.696,37	0,72%
2.700.000,00	2.799.999,99	2	0,05%	5.464.058,51	0,49%
2.800.000,00	2.899.999,99	3	0,08%	8.542.632,81	0,77%
2.900.000,00	2.999.999,99	1	0,03%	2.936.255,54	0,26%
3.000.000,00	3.099.999,99	2	0,05%	6.064.903,82	0,54%
3.100.000,00	3.199.999,99	3	0,08%	9.447.855,92	0,85%
3.200.000,00	3.299.999,99	2	0,05%	6.467.744,75	0,58%
3.300.000,00	3.399.999,99	1	0,03%	3.303.901,20	0,30%
3.400.000,00	3.499.999,99	3	0,08%	10.286.557,08	0,92%
3.600.000,00	3.699.999,99	3	0,08%	10.904.127,61	0,98%
3.700.000,00	3.799.999,99	1	0,03%	3.720.561,03	0,33%
3.800.000,00	3.899.999,99	1	0,03%	3.801.391,75	0,34%
4.000.000,00	4.099.999,99	4	0,10%	16.118.281,87	1,45%
4.200.000,00	4.299.999,99	1	0,03%	4.285.714,28	0,38%
4.300.000,00	4.399.999,99	1	0,03%	4.304.689,20	0,39%
4.400.000,00	4.499.999,99	2	0,05%	8.981.788,84	0,81%
4.500.000,00	4.599.999,99	1	0,03%	4.523.809,52	0,41%
4.600.000,00	4.699.999,99	1	0,03%	4.645.306,46	0,42%
4.900.000,00	4.999.999,99	1	0,03%	4.995.109,42	0,45%
5.000.000,00	5.099.999,99	1	0,03%	5.001.280,60	0,45%
5.600.000,00	5.699.999,99	1	0,03%	5.684.867,20	0,51%
5.800.000,00	5.899.999,99	1	0,03%	5.850.000,00	0,53%
6.000.000,00	6.099.999,99	2	0,05%	12.050.261,29	1,08%
6.100.000,00	6.199.999,99	1	0,03%	6.153.097,23	0,55%
7.200.000,00	7.299.999,99	1	0,03%	7.291.666,55	0,65%
7.500.000,00	7.599.999,99	1	0,03%	7.500.000,00	0,67%
8.500.000,00	8.599.999,99	1	0,03%	8.524.640,56	0,77%
9.000.000,00	9.099.999,99	1	0,03%	9.070.838,87	0,81%
10.000.000,00	10.099.999,99	1	0,03%	10.000.000,00	0,90%
10.800.000,00	10.899.999,99	1	0,03%	10.846.958,77	0,97%
11.000.000,00	11.099.999,99	1	0,03%	11.094.548,00	1,00%
13.500.000,00	13.599.999,99	1	0,03%	13.500.000,00	1,21%
Portfolio Total		3.845	100,00%	1.114.071.586,52	100,00%
Average Outstanding Principal:				289.745,54	
Maximum Outstanding Principal:				13.500.000,00	
Minimum Outstanding Principal:				25.779,21	

f) **Information on the final maturity date of the selected Credit Rights**

The following chart shows the distribution of the selected Credit Rights according to the legal final maturity in annual intervals, as well as the adjusted average total residual life and the minimum and maximum final due dates.

Operations Portfolio at 30 August 2010				
Classification by Final Amortisation Date				
Maturity Date	Operations		Outstanding principal not due	
	Number	%	Amount	%
2011	31	0.81%	11,257,430.96	1.01%
2012	1,216	31.63%	153,920,069.08	13.82%
2013	167	4.34%	39,874,607.01	3.58%
2014	720	18.73%	162,380,105.25	14.58%
2015	209	5.44%	58,857,630.23	5.28%
2016	525	13.65%	147,610,075.25	13.25%
2017	117	3.04%	33,265,889.51	2.99%
2018	70	1.82%	33,832,076.30	3.04%
2019	209	5.44%	111,484,066.32	10.01%
2020	73	1.90%	54,723,949.19	4.91%
2021	96	2.50%	69,540,130.70	6.24%
2022	38	0.99%	24,551,009.01	2.20%
2023	92	2.39%	71,444,288.89	6.41%
2024	111	2.89%	52,855,103.24	4.74%
2025	25	0.65%	14,027,275.08	1.26%
2026	10	0.26%	3,271,061.47	0.29%
2027	19	0.49%	10,026,662.87	0.90%
2028	38	0.99%	29,131,667.14	2.61%
2029	27	0.70%	12,247,555.66	1.10%
2030	3	0.08%	952,616.11	0.09%
2031	2	0.05%	328,917.52	0.03%
2032	3	0.08%	858,681.80	0.08%
2033	14	0.36%	5,987,244.75	0.54%
2034	5	0.13%	2,750,137.09	0.25%
2035	5	0.13%	1,468,455.41	0.13%
2036	9	0.23%	3,126,580.06	0.28%
2037	2	0.05%	680,299.78	0.06%
2038	6	0.16%	2,595,795.54	0.23%
2039	3	0.08%	1,022,205.30	0.09%
Portfolio Total	3.845	100.00%	1,114,071,586.52	100.00%
Weighted Average Maturity:			7,75 years	
Maximum Maturity:			30/06/2039	
Minimum Maturity:			31/08/2011	

g) **Information on geographic distribution by province**

The following chart shows the distribution of the Credit Rights by region, according to the region where the business persons or obligor companies are domiciled.

Operations Portfolio as of 30.08.2010				
Geographical Classification by Region				
Province	Operations		Outstanding Principal Not Due	
	Number	%	Amount	%
BARCELONA	1.450	37,71%	455.672.117,30	40,90%
MADRID	427	11,11%	169.739.510,76	15,24%
ASTURIAS	206	5,36%	54.215.686,81	4,87%
GIRONA	210	5,46%	40.855.986,30	3,67%
VALENCIA	141	3,67%	35.243.090,80	3,16%
BALEARIC ISLANDS	101	2,63%	33.690.949,32	3,02%
MÁLAGA	106	2,76%	31.253.512,72	2,81%
TARRAGONA	158	4,11%	29.770.161,61	2,67%
ZARAGOZA	76	1,98%	26.160.143,07	2,35%
CASTELLON	71	1,85%	18.495.617,26	1,66%
ALICANTE	82	2,13%	14.862.078,29	1,33%
NAVARRA	36	0,94%	14.543.728,23	1,31%
LAS PALMAS	39	1,01%	14.152.217,31	1,27%
LLEIDA	86	2,24%	13.780.084,83	1,24%
VALLADOLID	27	0,70%	12.970.826,02	1,16%
SEVILLA	57	1,48%	12.832.093,29	1,15%
VIZCAYA	30	0,78%	10.484.886,65	0,94%
SANTANDER	12	0,31%	9.940.397,81	0,89%
ALAVA	18	0,47%	8.050.593,34	0,72%
GRANADA	20	0,52%	7.591.857,27	0,68%
ALBACETE	31	0,81%	7.565.702,45	0,68%
TENERIFE	27	0,70%	7.560.679,50	0,68%
LA RIOJA	26	0,68%	7.143.749,07	0,64%
PONTEVEDRA	23	0,60%	6.216.004,31	0,56%
MURCIA	48	1,25%	5.987.988,85	0,54%
LA CORUÑA	47	1,22%	5.796.928,12	0,52%
GUIPUZCOA	18	0,47%	5.106.123,04	0,46%
LEON	37	0,96%	5.033.788,74	0,45%
HUESCA	20	0,52%	4.687.180,58	0,42%
BURGOS	17	0,44%	4.473.199,96	0,40%
CADIZ	35	0,91%	4.292.507,51	0,39%
LUGO	26	0,68%	4.111.314,67	0,37%
SORIA	3	0,08%	3.685.875,56	0,33%
ORENSE	10	0,26%	3.561.104,14	0,32%
BADAJOS	6	0,16%	3.410.609,74	0,31%
TOLEDO	19	0,49%	3.340.776,83	0,30%
CUENCA	13	0,34%	2.119.215,43	0,19%
PALENCIA	12	0,31%	2.112.452,55	0,19%
ALMERIA	7	0,18%	1.871.444,47	0,17%
SALAMANCA	10	0,26%	1.719.606,18	0,15%
CEUTA	1	0,03%	1.692.406,17	0,15%
SEGOVIA	9	0,23%	1.526.207,73	0,14%
CORDOBA	12	0,31%	1.512.776,98	0,14%
ZAMORA	7	0,18%	1.372.291,45	0,12%
GUADALAJARA	8	0,21%	1.257.396,40	0,11%
JAEN	5	0,13%	989.473,27	0,09%
HUELVA	4	0,10%	622.735,54	0,06%
CIUDAD REAL	4	0,10%	373.203,37	0,03%
CACERES	2	0,05%	242.116,16	0,02%
AVILA	1	0,03%	156.122,10	0,01%
TERUEL	3	0,08%	146.784,22	0,01%
MELILLA	1	0,03%	78.282,44	0,01%
Portfolio Total	3.845	100,00%	1.114.071.586,52	100,00%

i) **Distribution by nature of the Credit Rights**

The following table shows the distribution of the Credit Rights according to the nature of the guarantee.

Operations Portfolio at 30 August 2010				
Classification by Type of Operation				
Type of Operation	Operations		Outstanding principal not due	
	Number	%	Amount	%
Mortgage Transfer Certificate	633	16.46%	292,187,919.07	26.23%
Mortgage Participation	291	7.57%	272,377,460.57	24.45%
Non-Mortgage	2,921	75.97%	549,506,206.88	49.32%
Portfolio Total	3,845	100.00%	1,114,071,586.52	100.00%

None of the Credit Rights is a financial lease operation.

A breakdown is given of the different types of property used to guarantee the Mortgage Loans:

Operations Portfolio at 30 August 2010				
Classification by type of mortgage guarantee				
Type of mortgage guarantee	Operations		Outstanding principal not due	
	Number	%	Amount	%
HOUSING	290	31.39%	136,413,298	24.16%
RURAL ESTATE *	11	1.19%	10,753,355	1.90%
GARAGE/CAR PARK	8	0.87%	7,823,380	1.39%
HOTEL	39	4.22%	35,027,932	6.20%
COMMERCIAL PREMISES	197	21.32%	122,372,114	21.68%
INDUSTRIAL PREMISES	274	29.65%	172,061,438	30.48%
OFFICE	38	4.11%	36,350,753	6.44%
PLOT**	67	7.25%	43,763,110	7.75%
PORTFOLIO TOTAL	924	100.00%	564,565,379.64	100.00%

* Agrarian or forest land not for development

** Urban land for development

j) Information about the ranking of the Mortgage Loans guarantee

The following chart shows the distribution of the Mortgage Loans depending on the ranking of their respective mortgage guarantees:

Operations Portfolio at 30 August 2010				
Classification by Type of Guarantee				
Type of Guarantee	Operations		Outstanding principal not due	
	Number	%	Amount	%
FIRST LIEN	841	91.02%	543,735,091.63	96.31%
SECOND LIEN (FIRST BANCO SABADELL)	73	7.90%	17,047,459.25	3.02%
SECOND LIEN (FIRST THIRD ENTITY)	10	1.08%	3,782,828.76	0.67%
Total Portfolio	924	100.00%	564,565,379.64	100.00%

k) Information on the applicable nominal interest rates:

The following chart shows the distribution of the selected Credit Rights at intervals of the applicable nominal interest rate expressed as a percentage on 30 August, 2010, as well as the average, minimum and maximum values thereof.

Operations Portfolio as of 30 August 2010				
Classification by Nominal Interest Rate				
Interest Interval (%)	Operations		Outstanding principal not due	
	Number	%	Amount	%
1 1.49	180	4.68%	47,972,710.10	4.31%
1.5 1.99	151	3.93%	79,846,717.66	7.17%
2 2.49	88	2.29%	57,078,653.48	5.12%
2.5 2.99	234	6.09%	156,762,201.99	14.07%
3 3.49	931	24.21%	291,751,022.95	26.19%
3.5 3.99	356	9.26%	177,820,813.16	15.96%
4 4.49	318	8.27%	125,357,576.00	11.25%
4.5 4.99	261	6.79%	51,165,236.27	4.59%
5 5.49	165	4.29%	21,106,627.08	1.89%
5.5 5.99	260	6.76%	33,198,176.29	2.98%
6 6.49	182	4.73%	20,460,969.87	1.84%
6.5 6.99	272	7.07%	20,391,996.97	1.83%
7 7.49	381	9.91%	26,604,249.73	2.39%
7.5 7.99	56	1.46%	4,150,555.19	0.37%
8 8.49	5	0.13%	216,602.21	0.02%
8.5 8.99	3	0.08%	102,772.46	0.01%
9 9.49	1	0.03%	45,812.24	0.00%
9.5 9.99	1	0.03%	38,892.87	0.00%
PORTFOLIO TOTAL	3,845	100.00%	1,114,071,586.52	100.00%
Average Weighted Interest:			3.502%	
Maximum Interest:			9.500%	
Minimum Interest:			1.141%	

None of the Credit Rights have interest rates that give the right to discounts or aid (such as for example, ICO agreements), nor are there any stipulations with the possibility of their being able to enjoy such rights in the public documents or loan agreements used to instrument the Credit Rights.

l) Distribution by Benchmark Interest Rate

The following table shows the distribution of the Credit Rights in accordance with the Benchmark Interest Rate applicable for the calculation of the nominal rate of interest of each one of them.

Operations Portfolio as of 30.08.2010					
Classification by reference index of the Interest Rate					
Reference Index	Operations		Outstanding Principal Not Due		Weighted average spread
	Number	%	Amount	%	
FIXED RATE	1.535	39,92%	174.353.740,85	15,65%	4,97%*
EURIBOR OFICIAL	797	20,73%	474.703.451,67	42,61%	1,34%
EURIBOR AT 12 MONTHS	561	14,59%	210.004.055,87	18,85%	1,97%
EURIBOR AT 3 MONTHS	49	1,27%	44.837.275,46	4,02%	1,45%
EURIBOR AT 6 MONTHS	230	5,98%	75.759.132,55	6,80%	1,58%
ICO REFERENCE 6 MONTHS	673	17,50%	134.413.930,12	12,07%	1,56%
Portfolio Total	3.845	100,00%	1.114.071.586,52	100,00%	

*The average weighted interest rate has been incorporated, since fixed interest Credit Rights have no differential.

**The ICO 6-month Benchmark Interest Rate shall be the one published by ICO for that term in its website (www.ico.es)

m) Distribution by interest rate review interval.

The following charts show the distribution of the Credit Rights based on the review interval of the Benchmark Interest Rate applicable for calculating the nominal interest rate of each one.

Operations Portfolio at 30 August 2010				
Classification by Frequency of Revision of Interest Rates				
Revision Period	Operations		Outstanding Principal Not Due	
	Number	%	Amount	%
Fixed	1,535	39.92%	174,353,741	15.65%
Quarterly	58	1.51%	47,176,666	4.23%
Six-monthly	906	23.56%	212,194,804	19.05%
Annual	1,346	35.01%	680,346,376	61.07%
Portfolio Total	3,845	100.00%	1,114,071,586.52	100.00%

n) Information on the minimum interest rates applicable to the selected Credit Rights

The following table shows the distribution of the Credit Rights at intervals of 0.5% of the minimum interest rate applicable for calculating the nominal rate of interest of the Credit Rights.

Operations Portfolio at 30 August 2010				
Classification by Minimum Applicable Nominal Interest Rates				
Interest Interval (%)	Operations		Outstanding Principal Not Due	
	Number	%	Amount	%
1 1.49	3	0.08%	11,566,295.65	1.04%
1.5 1.99	3	0.08%	1,562,175.67	0.14%
2 2.49	34	0.88%	18,293,515.34	1.64%
2.5 2.99	107	2.78%	81,397,022.00	7.31%
3 3.49	254	6.61%	133,417,704.83	11.98%
3.5 3.99	384	9.99%	171,835,431.84	15.42%
4 4.49	373	9.70%	132,045,855.21	11.85%
4.5 4.99	93	2.42%	29,004,510.97	2.60%
No Minimum Rate	2,594	67.46%	534,949,075.01	48,02%
Portfolio Total	3,845	100.00%	1,114,071,586.52	100,00%

The minimum applicable weighted nominal interest rate for the outstanding balance of the Credit Rights, without taking into account operations with no applicable minimum rate, is 3.43%

o) Information on the maximum interest rates applicable to the selected Credit Rights

The following table shows the distribution of the Credit Rights at intervals of 0.5% of the maximum interest rate applicable for calculating the nominal rate of interest of the Credit Rights.

Operations Portfolio at 30 August 2010					
Classification by Maximum Applicable Nominal Interest Rates					
Interest Interval (%)		Operations		Outstanding Principal Not Due	
		Number	%	Amount	%
8.5	8.99	2	0,05%	2,540,451.60	0.23%
9	9.49	4	0,10%	3,172,787.11	0.28%
10	10.49	2	0,05%	143,281.76	0.01%
12	12.49	434	11,29%	199,631,029.65	17.92%
13	13.49	2	0,05%	1,131,754.05	0.10%
14.5	14.99	1	0,03%	1,056,082.26	0.09%
15	15.49	852	22,16%	434,094,442.73	38.96%
No Maximum Rate		2,548	66.27%	472,301,757.36	42,39%
Portfolio Total		3,845	100.00%	1,114,071,586.52	100,00%

The maximum applicable weighted nominal interest rate for the outstanding balance of the Credit Rights, without taking into account operations with no applicable maximum rate, is 14.01%

p) Information on the intervals for repaying the principal of the selected Credit Rights and their amortisation system.

The following chart shows the distribution of the selected Credit Rights based on the intervals for repaying the principal of each one in each year and their amortisation system.

Operations Portfolio at 30 August 2010					
Classification by Frequency of Billing the Capital					
Billing Period	Operations		Outstanding Principal Not Due		
	Number	%	Amount	%	
Monthly	3,503	91.11%	876,703,825.05	78.69%	
Quarterly	149	3.88%	76,582,127.58	6.87%	
Six-monthly	78	2.03%	62,490,719.60	5.61%	
Annual	18	0.47%	7,475,546.83	0.67%	
According to established calendar	65	1.69%	72,522,363.23	6.51%	
Amortisation at maturity	32	0.83%	18,297,004.23	1.64%	
Portfolio Total	3,845	100.00%	1,114,071,586.52	100,00%	

Operations at 30 August 2010				
Classification by Amortisation System				
Amortisation System	Operations		Outstanding Principal Not Due	
	Number	%	Amount	%
FRENCH CANNON	2,887	75.08%	805,637,822.61	72,31%
FIXED PAYMENT	5	0.13%	661,687.82	0,06%
CONSTANT AMORTISATION OF CAPITAL	856	22.26%	216,952,708.63	19,47%
AMORTISATION AT MATURITY	32	0.83%	18,297,004.23	1,64%
AMORTISATION OF CAPITAL BASED ON CALENDAR	65	1.69%	72,522,363.23	6,51%
Portfolio Total	3,845	100.00%	1,114,071,586.52	100,00%

q) **Information about the Credit Rights currently subject to a grace period for repayment of the principal.**

At 30 August 2010, 11.07% of the Credit Rights comprising the portfolio had an initial grace period established for repayment of the principal. The following table shows the distribution of the Credit Rights according to the end date of the grace period.

Operations Portfolio at 30 August 2010				
Classification by Interest-Free Payments				
	Operations		Outstanding Principal Not Due	
	Number	%	Amount	%
WITH INTEREST FREE PAYMENT	310	8.06%	123,291,720.50	11.07%
WITHOUT INTEREST FREE PAYMENT	3,535	91.94%	990,779,866.02	88.93%
Portfolio Total	3,845	100.00%	1,114,071,586.52	100.00%

Operations Portfolio at 30 August 2010				
Classification by Quota for Interest-Free Payments				
Months	Operations		Outstanding Principal Not Due	
	Number	%	Amount	%
1	15.00	4.84%	5,239,681.31	4.25%
2	27.00	8.71%	8,923,892.98	7.24%
3	16.00	5.16%	4,849,725.06	3.93%
4	24.00	7.74%	9,468,565.84	7.68%
5	14.00	4.52%	5,521,740.47	4.48%
6	6.00	1.94%	3,665,275.85	2.97%
7	13.00	4.19%	7,575,501.70	6.14%
8	28.00	9.03%	15,848,727.81	12.85%
9	21.00	6.77%	6,111,540.42	4.96%
10	44.00	14.19%	16,621,353.05	13.48%
11	16.00	5.16%	10,480,861.04	8.50%
12	6.00	1.94%	1,404,296.66	1.14%
13	9.00	2.90%	1,984,567.98	1.61%
14	8.00	2.58%	1,684,649.73	1.37%
15	11.00	3.55%	2,348,765.62	1.91%
16	11.00	3.55%	6,560,556.82	5.32%
17	2.00	0.65%	324,338.17	0.26%
18	1.00	0.32%	350,000.00	0.28%
19	3.00	0.97%	911,191.04	0.74%
20	3.00	0.97%	782,846.94	0.63%
21	6.00	1.94%	3,695,097.13	3.00%
22	12.00	3.87%	3,959,416.08	3.21%
23	2.00	0.65%	1,597,062.00	1.30%
24	0.00	0.00%	0.00	0.00%
25	3.00	0.97%	1,135,000.00	0.92%
26	5.00	1.61%	1,203,832.80	0.98%
27	2.00	0.65%	481,000.00	0.39%
28	0.00	0.00%	0.00	0.00%
29	1.00	0.32%	162,234.00	0.13%
30	1.00	0.32%	400,000.00	0.32%
Portfolio Total	310	100.00%	123,291,720.50	100.00%

The average interest-free maturity, weighted by the outstanding principal not due of the Credit Rights with interest-free periods, is 9 months and 18 days from the date of extraction of the Credit Rights portfolio.

None of the Credit Rights have wait periods (i.e., periods with no payment of interest and principal). Those interest-free periods may only be used at the time of formalising the Credit Rights.

The Credit Rights reported with interest-free period are using the indicated periods and once they have terminated, they will not have any additional interest-free periods.

r) **Information on whether there are any arrears in the payment of quotas of the Credit Rights.**

Operations Portfolio at 30 August 2010				
Arrears in Payment of Past Due Quotas				
Interval Days	Operations		Outstanding Principal Not Due	
	Number	%	Amount	%
Up to date with payments	3,549	92.30%	1,060,911,411.48	95.23%
Up to 30 days	228	5.93%	41,995,411.83	3.77%
Over 30 days and up to 60 days	36	0.94%	3,305,443.69	0.30%
Up to 66 days	32	0.83%	7,859,319.52	0.71%
Portfolio Total	3,845	100.00%	1,114,071,586.52	100.00%

s) **Information about the purpose of the Credit Rights.**

Operations Portfolio at 30 August 2010				
Classification by Purpose				
Purpose	Operations		Outstanding Principal Not Due	
	Number	%	Amount	%
PURCHASE OF REAL ESTATE	352	9.15%	184,686,584.14	16.58%
PURCHASE OF MACHINERY	193	5.02%	24,787,559.63	2.22%
PURCHASE OF PLOTS	22	0.57%	10,630,976.47	0.95%
PURCHASE OF VEHICLES	82	2.13%	5,501,617.70	0.49%
EXTENDING OF BUSINESS	215	5.59%	40,057,327.43	3.60%
CONSTRUCTION/REFURBISHING OF REAL ESTATE	275	7.15%	95,380,290.40	8.56%
WORKING CAPITAL FINANCE	244	6.35%	24,760,422.56	2.22%
FIXED ASSETS FINANCE	236	6.14%	54,513,441.69	4.89%
FINANCIAL INVESTMENTS	3	0.08%	1,356,671.63	0.12%
OTHERS	2,223	57.82%	672,396,694.87	60.35%
Portfolio Total	3,845	100.00%	1,114,071,586.52	100.00%

* It has not been possible to classify these operations using the Assignor's database, and so they could be grouped based on the other concepts

All of the Credit Rights were extended for the purpose of being used for business activities, including those extended to free-lancers.

None of the Credit Rights involve any refinancing operations, in accordance with the definition given below.

Refinancing is any new operation whose aim is to pay off previous debts with Banco Sabadell which the obligor was not able to pay or was expected to be not able to pay. Refinancing can be carried out through a new loan to replace the former one or by changing the conditions of the existing one (amount, term or interest rate). Furthermore, the operation may be reinforced by new guarantees

2.2.3 Legal nature of the Credit Rights

The securitised assets are comprised of the Credit Rights stemming from the non-mortgage and Mortgage Loans.

The assets contained in the balance of the non-Mortgage Loans will be pooled together by means of a direct assignment in the Deed of Formation itself, without the Assignor issuing any negotiable bonds whatsoever or their acquisition by the Fund, represented by the Fund Manager, in accordance with the provisions of the Civil Code and the Commerce Code. On the other hand, the Mortgage Loans will be pooled together by means of the Assignor issuing the Mortgage Participations and the Mortgage Transfer Certificates and their subscription by the Fund, represented by the Fund Manager, pursuant to the terms of the Fifth Additional Provision of Law 3/1994 in the wording contained in Law 44/2002, Law 2/1981 and Royal Decree 716/2009, all as provided for in part 3.3 of this Additional Module.

2.2.4. Maturity or expiration date or dates of the Credit Rights

Each of the selected Credit Rights has a legal final maturity, without prejudice to the periodic partial redemption instalments, in accordance with the specific conditions of each of these.

In any given moment in the life of the Credit Rights, the Obligors can repay all the capital pending amortisation in advance.

The final maturity date of the selected Credit Rights is 30 June 2039. However, during the life of the Fund, this date may be extended until 30 June 2041.

2.2.5. Maximum amount of the Credit Rights.

The maximum amount of the Outstanding Balance of the Credit Rights pooled into the fund shall be a figure that is equal to or as close as possible, by default, to one billion euros (1,000,000,000 euros).

The portfolio of selected Credit Rights from which the assets to be assigned to the Fund on the Formation Date shall be extracted comprises 3,845 Credit Rights, the principal pending maturity of which totalled 1,114,071,586.52 euros on 30 August, 2010.

2.2.6. Ratio of outstanding principal to the appraised value or level of over collateralisation.

The number of Mortgage Loans selected as of 30 August 2010 is 924 and their outstanding balance pending maturity amounts to 564,565,379.63 euros.

Operations Portfolio at 30 August 2010							
Classification by Operation Outstanding Principal/Appraised Property Value							
Ratio Interval	Operations		Outstanding Principal Not Due		Appraised Property Value		
	Number	%	Amount	%	Amount	%	
0% 9.99%	45	4.87%	15,327,015.01	2.71%	396,498,447.21	20.37%	
10% 19.99%	79	8.55%	41,434,910.21	7.34%	298,430,314.16	15.33%	
20% 29.99%	106	11.47%	64,665,737.09	11.45%	275,906,624.62	14.17%	
30% 39.99%	143	15.48%	86,822,060.48	15.38%	271,410,299.20	13.94%	
40% 49.99%	167	18.07%	133,148,477.92	23.58%	313,342,208.73	16.10%	
50% 59.99%	154	16.67%	122,497,718.86	21.70%	229,659,394.63	11.80%	
60% 69.99%	126	13.64%	56,788,450.95	10.06%	95,918,757.38	4.93%	
70% 70.99%	75	8.12%	32,887,266.44	5.83%	47,688,412.05	2.45%	
80% 80.99%	17	1.84%	6,451,941.05	1.14%	7,781,971.20	0.40%	
90% 100.00%	7	0.76%	2,095,851.78	0.37%	4,631,416.93	0.24%	
more than que 100%	5	0.54%	2,445,949.84	0.43%	5,221,156.76	0,27%	
Total Cartera	924	100.00%	564,565,379.63	100.00%	1,946,489,002.87	100,00%	
	Weighted Average:					44.47%	
	Minimum:					0.71%	
	Maximum:					123.90%	

The ratio, expressed as a percentage, between the amount of the outstanding balance pending maturity at 30 August 2010 and the appraised value of the selected property was within 0.71% and 124.12%, with the weighted average for the outstanding principal of the Mortgage Loans being 44.47% (for the case of Mortgage Loans backed by a second-ranking mortgage, calculation of that ratio was done taking into account, in addition to their outstanding non-due balances, the outstanding balance of the first-ranking loans or credits).

2.2.7 Method for creating the Credit Rights

The Credit Rights selected for assignment to the Fund were assigned by the Assignor following its habitual procedure for analysing and assessing the credit risk. The procedures used by Banco Sabadell are described below:

Analysis:

- Carried out by the so-called “basic management teams”, each formed by one individual from the commercial sphere and another from the corresponding regional risk management of Banco Sabadell.
- It is based on the five (5) business and risk aspects described below.

1- Functionality and management capacity

Analysis based on the corporate philosophy and objectives of Banco Sabadell, the characteristics of its components and its commitment to management, organisation structure and capacity, and the management style of its executives.

2- Competitive market position

Competitive position of the company or business group, based on: (i) the kind of product offered, its degree of maturity, capacity of being replaced, (ii) the sector to which it belongs, (iii) the complexity, (iv) the years in service, (v) the research and development of the productive process, (vi) the concentration of clients and suppliers, (vii) its situation with regard to the competition, (viii) the size of the market, and (ix) the channels.

3- Economic and financial aspects

Analysis of the balance sheet, analysis of the profit and loss statement, analysis of the evolution, trend and forecast, financial environment, partners, group companies and the degree of involvement, borrowing and liquidity, generation of cash flow, capacity for growth and self financing. Knowledge of the customer and the group, antecedents, cross-sell, asset/liability positions, relationship with the company, analysis of its partners and group to which it belongs, experience of third parties as payer, profitability of the bank.

4- Historical aspects

Knowledge of the customer and the group, antecedents, cross-sell, compensations and time management, asset/liability positions, relationship with the company, analysis of its partners and group, experience of third parties as payer, profitability of the bank.

5- Guarantees

Assessment of the guarantees provided by the client to Banco Sabadell and of its obligations contracted with the bank and other financial suppliers, liquidity and the facility to enforce them, opportunity and need to have them.

- The rating which tells us the probability that the customer will default over the next twelve (12) months is determined from the overall assessment of these five (5) aspects.

Decision:

The decision is taken on the basis of the rating assessment, taking into account a series of information and criteria which can be summarised as follows:

- The consistency of the customer's application versus the customer's activity/business.
- Capacity to pay based on the client's current and future situation.
- Guarantees provided by the client.
- That the working capital that Banco Sabadell has from this client is in harmony with its total turnover.
- That overall risk with Banco Sabadell is proportional to the client's own resources. This section positively values the specification on the balance sheet of real estate belonging to the client.
- The long-term operations that have more flexibility in terms of the percentage of own resources require greater involvement of the client and/or greater and better guarantees.
- There is no limit to the servicing percentage (base rate of Banco de España)
- Databases of defaulting payers, both internal and external, are consulted (RAI, Asnef, etc.)
- Banco Sabadell seeks to be a suitable principal bank for customers with average and high ratings. When it comes to clients with low ratings, however, we shall

try to boost their solvency by means of additional guarantees or lowering the risks.

Autonomous regions:

- In the decision circuit, a process exists (the Autonomous region module) that determines the minimum level of decision that must sanction the risk file. It is based on the risks (of the client and its group), on the expected loss (EL) and on the guarantees that have been provided. . Each of these levels has a “basic management team” formed by one individual from commercial banking and one from the regional risk management area of Banco Sabadell. These two have to approve operations by consensus. If they do not come to an agreement, they shall submit the decision to a higher level.
- Certain characteristics of the client and/or risk requested can have exceptions with regard to the generally assigned autonomy (e.g. risks affecting company directors, sectors, special risks, political parties, etc.):

Follow-up:

- To obtain a good level with an excellent risk quality, it is necessary to carry out a comprehensive follow-up of the portfolio once the loans are in effect. This is in addition to having several rating systems and performing a thorough analysis of risk assignment.

Follow-up is started due to one or more of the following situations:

- The term of the rating.
 - Changes in any of the 5 aspects of the business and risk.
 - Early warning tool (EWT) behaviour alerts and others.
- EWTs (Early Warning Tools) are follow-up tools supported by a statistical model constructed from the information of the Entity itself, for the overall evaluation of business-risk clients that assign weightings to the negative and positive aspects of their behaviour.
 - The comprehensive follow-up system identifies those customers who show signs that can involve a deterioration of solvency and hence could present problems in the future. Once these customers are identified, a complete analysis will be made. Once complete, the decision will be made on the matter. This decision can be any of the following:

1. OK: Clients with this rating continue their relations normally, and a new review date is calculated, based on the evaluation of the client.
2. TO BE REVISED: A Review file must be opened for these clients. It is advisable to incorporate a manual note saying “do not extend / increase risks” until the review has been completed. A new review date is calculated, based on the client evaluation.
3. TO BE TERMINATED: These are customers with which there is no desire to continue the commercial relationship and hence the form of termination is being planned.
4. PRE-CONTENTIOUS: “Pre-contentious” is the term given to clients that are in a problematic situation but which, because of their specific characteristics, guarantees or other factors that occur, can avoid being classified as “contentious” through preventive and specialised management or, in the event that they cannot be prevented, their conditions can be improved (with regard to the provision of more guarantees, documents for enforcement, etc.)
5. CONTENTIOUS: Clients against whom it a lawsuit is to be taken due to their extremely complex and normally irreversible situation. The recovery department of Banco Sabadell is responsible for managing the files forwarded to them. However, the “basic management team” assists in recovering this kind of debt. Nevertheless, the recovery department has to be notified and its authorisation sought before any decision is made about these accounts. Failure to do so could result in a situation that might obstruct the initiated proceedings.

Recovery evaluation:

The process commences with the Reception Committee which is responsible for intervening in submitting the contentious files. The Committee is formed by the applicable Analysts Director in each case, the Regional Risk Director, the Zone Director and the Regional Director. As well as the Prevention and Risk Follow-up Director. This Committee takes action if the basic management team decides to send the file to the Recoveries Department and therefore the file already has the Approval of that Basic Management Team. This usually happens with debts of more than 50 days, but in some cases the sending of the file may be delayed for a few days. Once the man-

agement evaluation has been made, the Prevention and Follow-up Department reviews the sending of the files to the Contentious area, and the rating of the measures taken by the Basic Management Team. From this time on, the file will be sent to the Recoveries Department for it to take steps to recover the debt from defaulting clients of the Bank and its subsidiaries, by taking the necessary legal or out-of-court actions, depending on the circumstances of the files sent to it, and at the time of receiving them, the likelihood of recovery is evaluated, with the synergies and/or problems that analysing the file could involve. The file remains under the control of the Recoveries Department and all negotiations (not refinancing) must be consulted and authorised beforehand by this unit. Evaluation of the likelihood of recovery is done considering aspects having to do with the product, the parties involved, the assets, age, amount, real estate issues, etc.

That evaluation arises of its own accord when the file becomes contentious, irrespective of external factors or unforeseen future events during the whole of its juridical path. The likelihood of recovery of the debt may be:

Recoverable: In the case of debt covered by a tangible guarantee or if our position with respect to the competition is better, and therefore the prospects of recovery are high.

Doubtful: If due to the debt characteristics, it is not possible to clearly define the likelihood of recovery.

Non-recoverable: If the lack of guarantees and/or assets that could be seized makes legal action unviable.

If it is considered Recoverable or Doubtful, the Recoveries Department will assign the file to a recoveries portfolio controlled by an in-house lawyer (except in the Canary Islands and in Andalusia where there is an external one for each region), in order to initiate the opportune legal action. If, due to the amount of the debts, claiming in court is not considered profitable, despite being considered recoverable or doubtful, the file is processed as Non-recoverable.

If it is considered Non-Recoverable, the file shall be assigned to an external company which, pursuant to the instructions of the Recovery Department, shall take the most appropriate actions to recover the debt. Likewise, in certain cases the assignment of the loans in this type of portfolio may be decided on.

In all necessary cases (exceeding 100 euros), the Asnef-Equifax and Experian declaration shall be made, after first notifying the obligor by certified fax.

If the court action taken regarding a file initially classified as recoverable or doubtful has been completed without it being possible to recover the entire debt, the file shall automatically be processed as a Non-Recoverable file.

2.2.8. Representations made to the Issuer in relation to the Credit Rights

The Fund Manager has obtained declarations and guarantees from the Assignor regarding the characteristics of both the loans, the Mortgage Transfer Certificates as well as the Assignor. These are described in this section and shall be ratified in the Deed of Formation:

Regarding the Assignor

- 1) That it is an credit entity duly formed in accordance with applicable law, registered in the Mercantile Register and the Bank of Spain's Register of Credit Entities and is authorised to enter into financial operations and to operate in the mortgage market.
- 2) That it is not and has not been, either on the Fund Formation Date or anytime thereafter, in a situation of insolvency which could lead to bankruptcy proceedings.
- 3) That it has obtained all of the necessary authorisations, both administrative and corporate, in addition, where appropriate, to the authorisations of third parties who may be affected by the assignment of the Credit Rights to the Fund and issue of the Mortgage Participations and Mortgage Transfer Certificates, for the valid execution of the Deed of Formation, the commitments assumed therein and the remaining agreements related with the formation of the Fund.
- 4) That it has the audited annual accounts for the last three financial years that closed on 31.12.07, 2008 and 2009. There are no reservations for the 2009 accounts.

Regarding the Credit Rights

On the Fund Formation Date the Credit Rights shall comply with the following conditions:

- 1) They must be duly documented and formalised, either through a deed or a contract intervened by a public notary, and Banco Sabadell shall keep the first copy of the public deed or the contract at the disposal of the Fund Manager.

- 2) They exist and are valid and can be executed, in accordance with current legislation.
- 3) The Assignor is the rightful owner of the totality of the Credit Rights, free from liens or claims, and there exists no impediment whatsoever to their being assigned to the Fund.
- 4) They are denominated in euros and payable only in euros.
- 5) The data related to the Credit Rights that are included in this Prospectus and which shall be included in the Deed of Formation correctly reflect and shall reflect the present situation, as included in the contracts or public deeds that document the Credit Rights and in the data files of the corresponding Credit Rights and that those data are correct, complete and not conducive to error. Any other additional information about the characteristics of the Credit Rights portfolio of the Assignor shown in this Prospectus is correct and not conducive to error.
- 6) All the Loans are clearly identified, both on data files and in the contracts, deeds or policies in the Assignor's possession, and are the object of analysis and monitoring by the Assignor, from their concession, in accordance with the habitual procedures set forth.
- 7) Since the time they were granted, all of the Credit Rights have been and are being administered by the Assignor in accordance with the regular procedures utilised by the Assignor in the administration of the finance operations of SMEs.
- 8) The Assignor is unaware of the existence of lawsuits of any kind with regard to the Credit Rights which could harm their validity and enforceability or lead to the application of article 1535 of the Civil Code. The Assignor further represents that, to the best of its knowledge, none of the Obligors of the Credit Rights has been declared insolvent.
- 9) The Assignor is unaware of any Obligor of the Credit Rights who, as the holder of a credit right against the Assignor, is in a position to oppose repayment.
- 10) None of the Debtors can raise any objection whatsoever to the Assignor against the payment of any Credit Right amount.

- 11) The respective contracts or public deeds that document the Credit Rights do not contain any clauses that prevent the assignment of these Credit Rights or that demand authorisation in order to perform the aforementioned assignment. Moreover, all of the requirements for assignment established in the contracts or public deeds that document the Credit Rights assigned to the Fund have been met.
- 12) On the Fund Formation Date, no more than 5.00% of the Outstanding Balance of the Credit Rights assigned to the Fund. Likewise, no more than 1.00% of the outstanding balance of the Credit Rights to be assigned to the Fund shall be in payment arrears by more than 31 and 66 days. The other Credit Rights assigned to the Fund shall be up to date regarding Payment.
- 13) On the Fund Formation Date, the Mortgage Loans and Non-Mortgage Loans shall account for approximately 51% and 49% of the Outstanding Balance of the Credit Rights pooled into the Fund, respectively.
- 14) On the Formation Date of the Fund, no notification has been received of the early amortisation of the total of the Credit Rights.
- 15) On the Fund Formation Date, none of the Credit Rights has a final maturity date later than 30 June 2039.
- 16) The capital or principal of the Credit Rights has been used in full.
- 17) Payment of interest and principal of all the Credit Rights shall be made by standing order with Banco Sabadell.
- 18) On the Fund Formation Date, each one of the Credit Rights has had at least one matured instalment..
- 19) The guarantees, if applicable, of the Credit Rights are valid and enforceable in accordance with applicable legislation, and there is no knowledge of the existence of any circumstance that prevents the execution of the guarantees.
- 20) No person has any preferential right over the Fund, as a holder of a Credit Right, or to the collection of quantities derived therefrom with the exception of legally established preferential rights.

- 21) Both the granting of the Credit Rights as well as the assignment of same to the Fund and all aspects related thereto have been made and shall be made according to market criteria.
- 22) The data and information relative to the Credit Rights selected for assignment to the Fund contained in part 2.2.2 of this Supplemental Addendum faithfully reflect the situation as of the corresponding date and that all such information is complete and correct.
- 23) Loans for which the debtors have provided notification of early cancellation shall not be assigned to the fund.
- 24) There are no leasing contracts in the selected portfolio.
- 25) In accordance with its internal records, none of the Credit Rights extended, as is applicable, to real estate promoters is financing the building or rehabilitation of homes and/or commercial or industrial property or land to be used for any of the above purposes, but is financing activities other than the foregoing.
- 26) All of the Credit Rights are subject to a previously established repayment schedule.
- 27) None of the Credit Rights contain clauses that allow for deferment in the regular settlement of interest and principal.
- 28) None of the Credit Rights are for refinancing purposes. Refinancing is considered to be any new operation whose purpose is to pay off previous debts with Banco Sabadell which the obligor could not repay, or which the bank considered could not be repaid. Refinancing can be instrumented through a new loan to replace the former one, or by changing the conditions of the new one, such as the amount, term or interest rate. In addition the operation can be reinforced by new guarantees.
- 29) The Credit Rights have been extended to non-financial companies based in Spain, of which, at the Formation Date, at least 80% of the Credit Rights corresponding to SMEs fulfil the definition of the European Commission in its Recommendation of 6 May 2003. Part of the Loans fulfilling the criteria of that definition correspond to operations arranged with micro companies and self-employed individuals.

- 30) All the Credit Rights have been contracted through the Banco Sabadell branch network.
- 31) All the Mortgage Loans are guaranteed by top-ranking real estate mortgages, or as applicable, ones having the next rank, constituted over the full domain of each and every one of the mortgaged properties, without them being subject to prohibitions to conveyance, executive conditions or any other limitation on the domain.
- 32) The Mortgage Loans are formalised in public deeds and all mortgages are duly constituted and registered in the pertinent land registers and that the registration data corresponds to those mentioned in the corresponding multiple title. The registration of the mortgaged property remains in force and there are no contradictions of any kind.
- 33) Those properties which have been appraised have been appraised by appraisal companies duly registered with the Bank of Spain and that the appraisal certificates have been issued for all appraisals.
- 34) On the Fund Formation Date, there is no Mortgage Loan whose ratio expressed as a percentage, between the amount of the outstanding principal of each of the Mortgage Loans and the appraised value of the respective properties is higher than 123.90%. To that end, in the case of Mortgage Loans with preferential charges, the current balance has been increased by the initial amount of the obligation guaranteed by the preferential charge.
- 35) The properties mortgaged by virtue of the Mortgage Loans are not in a situation of properties excluded for admittance as a guarantee, pursuant to article 11.1 of Royal Decree 716/2009 and the Credit Rights do not fulfil any of the characteristics of loans that are excluded or restricted by articles 12.1 a), c), d), e) and f) of Royal Decree 716/2009 for use as collateral in issuing Mortgage Participations or by articles 12.1 a), c), d) and f) of Royal Decree 716/2009 for use as collateral for the issue of Mortgage Transfer Certificates.
- 36) The Mortgage Loans are not securitised, either by nominal certificate, to the order of, or to the bearer, other than the Mortgage Participations and Mortgage Transfer Certificates that are issued for subscription purposes by the fund.
- 37) The Mortgage Loans are not included in any issue of mortgage Bonds, Mortgage Participations or Mortgage Transfer Certificates, other than the issue of the

Mortgage Participations and Mortgage Transfer Certificates; and, from the issue of these, the Mortgage Loans will not be included in any issue of mortgage debentures, mortgage Bonds, Mortgage Participations or any other Mortgage Transfer Certificates.

- 38) The properties serving as the collateral for the Mortgage Loans are finished properties located in Spain.
- 39) The Assignor has no knowledge of the existence of any circumstance that would preclude the Mortgage Loan from being called.
- 40) The Assignor has no knowledge of a depreciation in the value of any Mortgaged Property of more than 20% of the appraisal value.
- 41) There are no Credit Rights whose mortgage guarantee corresponds to Subsidised Housing.
- 42) On the Date of Formation, the Credit Rights to be assigned through the Mortgage Participations have at least fire and damages risks covered through individual policies in favour of the Assignor and the insured capital is not lower than the appraisal value of the mortgaged properties, in accordance with the rating agencies, excluding any elements of a non-insurable nature.

Concerning the Mortgage Participations and Mortgage Transfer Certificates:

- 1) The corporate bodies of the Assignor have validly adopted all resolutions necessary for the issuance of the Mortgage Participations and Mortgage Transfer Certificates.
- 2) The data relative to the Mortgage Loans included in the multiple titles to be issued on the Fund Formation Date accurately reflect the current situation as contained in the computer files and the public deeds of said Mortgage Loans and are correct and complete.
- 3) On the Formation Date, the Mortgage Participations and Mortgage Transfer Certificates are issued in accordance with Additional Provision Five of Act 3/1994 of 14 April 1994, Act 2/1981, Royal Decree 716/2009 and other applicable legislative provisions. The Credit Rights to be assigned to the Fund through Mortgage Transfer Certificates are not instrumented through Mortgage Participations, due to not fulfilling the requirements set forth in Chapter II of

Royal Decree 716/2009. This issue shall be in keeping with the text of Annexe I of Royal Decree 716/2009, concerning special accounting records for loans and Mortgage Loans.

- 4) The Mortgage Participations and Mortgage Transfer Certificates are issued for the same period of time as the time remaining until the due date and for the same outstanding balance and interest rate as each one of the Credit Rights to which they refer.
- 5) On the day of issue, the outstanding principal of each of the Credit Rights is equivalent to the amount of the outstanding principal of the Mortgage Participation and the Mortgage Transfer Certificate to which it refers.
- 6) No person has any preferential right to the Fund over the Credit Rights as a holder of the Mortgage Participations and Mortgage Transfer Certificates.

These representations are made by Banco Sabadell after the pertinent verifications on a selection of the Credit Rights. For the purposes of section 2.2.9 below, the fact that such verifications were made does not rule out the possibility that during the term of the Credit Rights it may be found that one of the Credit Rights does not comply as of the Fund Formation Date with the representations contained in part 2.2.8, in which case the provisions of part 2.2.9. below shall apply.

Either way, the foregoing may not be construed as a guarantee of any kind by the Assignor, nor the subscription by the Assignor of any repurchase agreement or a guarantee of the success of the operation.

2.2.9. Substitution of the securitised assets

If at any time during the term of the Credit Rights it is discovered that one of the assets does not conform to the representations made in part 2.2.8 of this Supplemental Addendum at the time of the formation of the Fund, the Assignor, with the Fund Manager's approval, undertakes:

- a) To remedy the defect within 30 days of becoming aware of the defect or being notified by the Fund Manager of the existence of the defect.
- b) In the event of remedy not being possible in accordance with what is set forth in section a), the Lead Manager shall ask the Assignor to substitute the respective Credit Right by others with similar financial characteristics in

respect of the Outstanding Balance, mortgage guarantee range, ratio between the Outstanding Balance and the value of the property/ies mortgaged, the amortisation system, residual term, interest rate, payment frequency and internal rating that is accepted by the Fund Manager within a maximum term of 30 days, provided the Bond rating granted by the Rating Agencies is not endangered. If there is a positive difference between the balance of the replaced Credit Right and the balance of the Credit Right incorporated, the difference shall be deposited in the Treasury Account.

If a Mortgage Transfer Certificate or Mortgage Participation must be replaced, the Assignor shall issue a new Multiple Title that will be exchanged for that delivered under the terms of this Prospectus.

As soon as it becomes aware that one of the Credit Rights it has assigned does not comply with the representations made in part 2.2.8 of this Supplemental Addendum, the Assignor shall notify the Fund Manager and indicate the Credit Right it intends to assign in replacement of the affected Credit Rights.

When a Credit Right is replaced, the Assignor shall demonstrate that the replacement Credit Right complies with the representations contained in part 2.2.8. of this Supplemental Addendum.

At all events, the above does not mean that the Assignor grants any guarantee or signs any repurchase pact or agreement, nor that it guarantees the positive outcome of the operation.

The Assignor undertakes to formalise the assignment of the replacement Credit Rights in a public document and in the manner and within the deadline established by the Fund Manager, and to provide whatever pertinent information that the Fund Manager may deem necessary.

- c) Along with the obligations assumed in parts a) and b) above and under those circumstances where the rectification is called for and the defect is not or cannot be remedied or where replacement is not possible, in the Fund Manager's reasoned opinion notified to the Assignor and to the Comisión Nacional del Mercado de Valores (CNMV), the Assignor undertakes to return, in cash, the principal of the corresponding credit right and all accrued and unpaid interest and any other amount payable to the Fund, which shall be deposited in the Treasury Account.

In any of the cases mentioned above, the replacement of the Credit Rights shall be notified to the CNMV and to the Rating Agency.

2.2.10. Insurance policies with respect to the securitised assets.

The assets upon which the mortgages guaranteeing the Mortgage Loans have been set up have been insured, as applicable, pursuant to the terms of Order ECO/805/2003, of 27 March 2003, concerning the guidelines for appraising property and certain rights for certain financial purposes.

In the case of the Mortgage Loans backing the Mortgage Participations, the mortgaged properties must be covered, at least, against the risk of fire and other damages through insurance policies in favour of the Assignor and the insured capital must not be less than the appraisal value, excluding all elements which, due to their nature, are non-insurable.

Details on the concentration of insurance companies are not included because the current situation concerning insurance policies taken out by the obligors and their data are not held or updated on the Assignor's data files.

2.2.11. Information on obligors in those cases where the securitised assets comprise the obligations of 5 or fewer debtors who are legal entities or if one debtor represents 20% or more of the assets or if one obligor represents a substantial part of the assets.

Not applicable.

2.2.12 Details of the relationship, if relevant to the issue, between the issuer, the guarantor and the obligor

There is no relationship between the Fund, the Assignor, the Fund Manager and the other participants in the operation other than those described in parts 5.2 and 6.7 of the Registration Document.

2.2.13 If the assets include fixed yield securities, a description of the main conditions.

Not applicable.

2.2.14. If the assets include equity securities, a description of the main conditions.

Not applicable.

2.2.15 If the assets include equity securities that are not traded on a regulated market or equivalent if they represent more than ten (10) percent of the securitised assets, description of the main conditions.

Not applicable.

2.2.16 Property appraisal reports and cash/revenue flows in those cases where a significant part of the assets are guaranteed by real property.

Not applicable.

Actively managed assets backing the issue

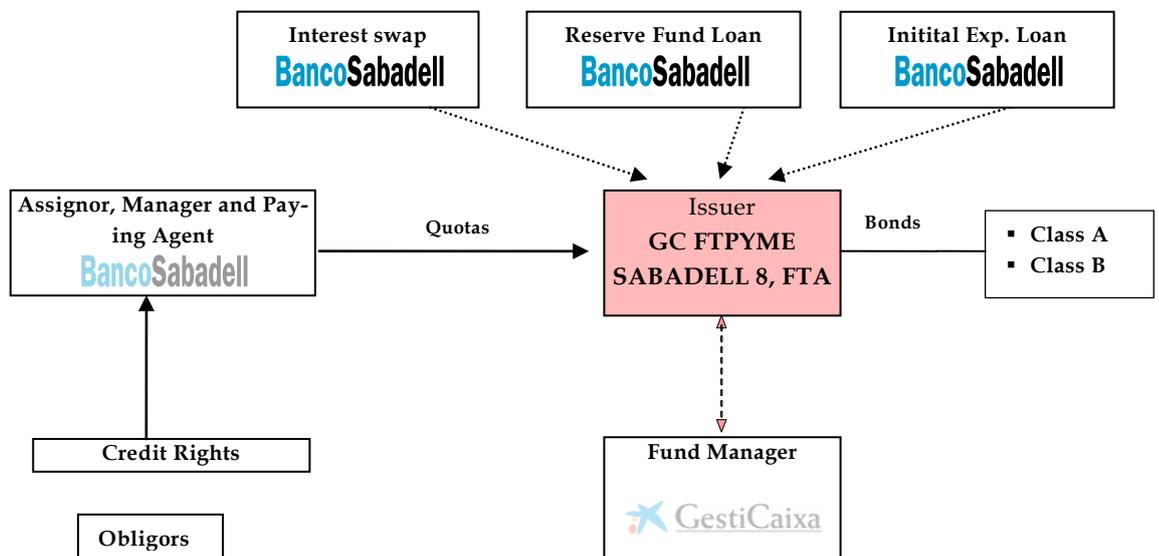
Not applicable.

2.3. Declaration if the issuer proposes issuing new securities backed by the same assets and a description of how the holder of that Series will be informed.

Not applicable.

3. STRUCTURE AND TREASURY

3.1. DESCRIPTION OF THE OPERATION STRUCTURE, INCLUDING A DIAGRAM IF NECESSARY



Initial Balance Sheet of the Fund

The balance for the Fund in euros at the end of the Closing Date will be as follows:

ASSETS		LIABILITIES	
Fixed Assets		Bond Issue	
Credit Rights	1,000,000,000	Bonds Series A1(G)	250,000,000
		Bonds Series A2(G)	390,000,000
		Bonds Series A3	160,000,000
		Bonds Series B	200,000,000
Current Assets		Long-Term Debts	
Treasury Account (*)	94,000,000	Loan for Initial Expenses	4,000,000
Amortisation Account		Loan for the Reserve Fund	90,000,000
Total ASSETS	1,094,000,000	Total LIABILITIES	1,094,000,000

(*) It is assumed that all initial expenses of the Fund and the Bond Issue will be paid on the Closing Date.

3.2. DESCRIPTION OF THE ENTITIES THAT ARE TAKING PART IN THE ISSUE AND THE DUTIES THEY ARE TO PERFORM

A description of the Placement Entities in the bond issue and the functions they perform is given in part 5.2 of the Registration Document and 3.1 of the Prospectus Schedule.

Amendment of contracts relative to the Fund

The Fund Manager may extend or modify the contracts signed in the name of the Fund and replace each one of the Fund service providers by virtue of said contracts. Furthermore, additional contracts may be signed if necessary and additional rating agency(ies) contracted, providing that they are in accordance with existing legal provisions at that specific time and there are no circumstances that prevent the foregoing. In any case, such actions shall require the Fund Manager to give prior notice to the CNMV or the authorisation of the latter, if appropriate, or competent

administrative body. Notification must also be given to the Rating Agencies and said actions must not jeopardise the rating awarded to the Notes by said Agencies.

Substitution of participants

If any of the participants in this securitisation operation were to breach their contractual obligations or in the event of a corporate, regulatory or court decision ordering the liquidation, dissolution or receivership of any of them, or if any of them were to file for bankruptcy or if a request filed by a third party were admitted, the Fund Manager shall be entitled to terminate the agreements linking them to the Fund provided that such termination is permitted under the law. Following the termination of the agreement as provided for under the law, the new participant shall be designated by the Fund Manager after consulting with the competent administrative authorities so as not to impair the credit rating assigned by Rating Agencies to the Bonds issued by the Fund.

Any such substitution must be communicated to the CNMV, Rating Agencies and the Assignor.

Subcontracting of participants

The participants in the GC FTPYME SABADELL 8, FONDO DE TITULIZACIÓN DE ACTIVOS securitisation operation, according to their respective contracts, shall be authorised to subcontract or delegate third parties of recognised solvency and capacity to provide any of the services, provided that they are legally able to do so and (i) the prior written consent of the Fund Manager is obtained, (ii) the rating assigned by the Rating Agency to the Bonds is not impaired and provided that (iii) the subcontractor or delegate waives the right to take any action against the Fund. They shall likewise be authorised to terminate such subcontracts and/or delegations. That subcontracting or delegation may not involve any additional cost or expense for the Fund or the Fund Manager. Notwithstanding any subcontract or delegation, the participants shall not be released or exonerated from any of the responsibilities regulated under the respective contracts. Subcontractors must comply with the rating level conditions imposed by the Rating Agencies in the performance of their roles.

The subcontracting or replacement shall not affect the rating assigned to the Bonds by the Rating Agencies. The Fund Manager shall notify the CNMV of all subcontracts, if legally required, and shall obtain the latter's prior consent.

The subcontracting or delegation of the administration functions of the Servicer shall be specifically and particularly in accord with the provisions of section 3.7.2.2 of this Supplemental Addendum and its equivalent in the Deed of Formation and the Servicing Contract.

3.3. DESCRIPTION OF THE METHOD AND THE DATE OF SALE, TRANSFER, NOVATION OR ASSIGNMENT OF THE ASSETS OR ANY OTHER RIGHT AND/OR OBLIGATION IN THE ASSETS FOR THE ISSUER

3.3.1. Formalisation of the assignment of the Credit Rights

The assignment of the Credit Rights by the Assignor for acquisition by the Fund and the grouping together of these Loans as the Fund's assets is governed by Spanish law and bound by the competent Spanish courts and tribunals.

The assignment of the Non-Mortgage Loans by Banco de Sabadell, S.A. and the acquisition of these by the Fund and the issue of the Mortgage Participations and the Mortgage Transfer Certificates by Banco Sabadell by means of which the assignment of the Mortgage Loans and their subscription by the Fund are implemented will be formalised by means of the execution of the Fund Formation Deed, effective as from that same date.

The Obligors shall not be notified of the assignment by Banco Sabadell of the Credit Rights. To this end, notification is not a requirement for the validity of the assignment of the Credit Rights. In the event that any of the Obligors of the Credit Rights maintains a right to a cash credit, due and enforceable against the Servicer and, as such it results that one of the Credit Rights is totally or partially offset against such right of credit in accordance with article 1198, section 3 of the Civil Code, the Servicer shall remedy such circumstance or, if it is not possible to remedy it, it shall proceed to deposit into the Fund the amount that had been offset plus the interest accrued that would have corresponded to the Fund up until the day on which the deposit is made, calculated in accordance with the applicable conditions of the corresponding Credit Right.

Likewise, in the event of insolvency or signs of the same, the intervention by the Bank of Spain, of receivership or replacement of the Servicer or because the Fund Manager deems this reasonably justified, this party shall summons the Servicer to enable this party to notify the Obligors, the third-party guarantors and the

insurance companies of the transfer to the Fund of the Credit Rights pending reimbursement. They shall also notify the fact that the payments stemming from these shall only be of a discharging nature if they are made into the Treasury Account. However, if the Servicer fails to notify the Obligors, third-party guarantors and insurance companies within ten (5) Business Days of being required to do so or in the event of the bankruptcy of the Servicer, the Fund Manager itself may notify the Obligors, guarantors and insurance companies directly.

3.3.2. Assigning of the Credit Rights

On the Fund Formation Date, the Assignor shall issue the respective Mortgage Participations and Mortgage Transfer Certificates, which shall be subscribed by the Fund, and shall assign the Credit rights to be acquired by the Fund, whose outstanding balance on that date shall be equal to or as close as possible to ONE BILLION (1,000,000,000) euros.

Each Credit Right has a share of 100% in the outstanding balance of each Mortgage Loan and Non-Mortgage Loan on the Fund Formation Date, from the Formation Date, and for the same remaining term until maturity of those Credit Rights, with no repurchase contract, and without prejudice to the provisions of section 4.4.3. of the Registration Document. Each Credit Right accrues an interest equal to the nominal interest rate due accrued by the respective Credit Right at any given time.

3.3.3 Effectiveness of the assignment

The assignment of the Credit Rights (including the issue and subscription of the Mortgage Participations and Mortgage Transfer Certificates) shall take effect from the Fund Formation Date and shall be full and unconditional for the whole term remaining until the maturity of each Credit Right.

3.3.4 Price of the Assignment

The price of the assignment, i.e., the total amount that the Fund shall pay for the assignment of the Credit Rights, shall be the equivalent to the face value of the capital or principal pending reimbursement on the Fund Formation Date for each of the Credit Rights pooled in the Fund.

That price shall be paid by the Fund Manager, for and on behalf of the Fund, to the Assignor on the Fund Formation Date, with same-day value, once the Fund has received the Bond subscription price. The difference between the initial balance of

the Bonds and the outstanding balance of the Credit Rights on the Fund Formation Date shall be credited to the Treasury Account.

The Fund shall not pay the Assignor any interest for the temporary lag between the Formation Date and the Closing Date.

Banco Sabadell shall have the right to receive payment of ordinary interest due on the Credit Rights assigned from the last interest settlement date of each one, and up to the Fund Formation Date (accrued interest). Such accrued interest shall therefore not be paid by Banco Sabadell to the Fund.

In the event of the termination of the Fund Formation, and therefore of the assignment of the Credit Rights: i) the obligation to pay for the assignment by the Fund shall be extinguished; ii) likewise, the Assignor shall cancel the Mortgage Participations and Mortgage Transfer Certificates issued and recover ownership of the loans stemming from the assigned Credit Rights. In this case the Assignor shall pay all expenses incurred on occasion of the Fund Formation and the issue of the Bonds directly, up to an amount that is equivalent to the amount established in the Loan for Initial Expenses.

3.3.5 Liability of the Assignor as assignor of the Credit Rights

The Assignor, pursuant to Article 348 of the Commercial Code, is only liable to the Fund for the existence and legitimacy of the Credit Rights under the terms and conditions declared in the Fund Formation Deed and in the Prospectus, as well as for the personality whereby the assignment is made, but does not assume any liability for non-payment by the Obligors of the Credit Rights, whether of the principal or the interest or any other amount that they could owe by virtue of the Credit Rights.

The Assignor does not assume the effectiveness of the accessory guaranties to the Credit Rights that, if applicable, could exist. Neither will it assume, in any event, liability for directly or indirectly guaranteeing the successful outcome of the operation, or execute guarantees or warrantees, or enter into pacts for the repurchase or substitution of the Credit Rights, with the exception of the provisions set forth in section 2.2.9. of this Supplemental Addendum, all in fulfilment of the provisions set forth in Royal Decree 926/1998 and other applicable legislation.

All of the aforementioned is without prejudice to the Assignor's liability for the administration of the assigned Credit Rights pursuant to the provisions of the

Administration Contract and the liabilities derived from the Loan Agreement for Initial Expenses and the Loan for the Reserve Fund, without prejudice to the liability that is derived from the declarations made by the Assignor and included in section 2.2.8. of this Supplemental Addendum. Until the Fund Formation Date, the Assignor shall continue to assume the risk of insolvency of the Obligors.

If the Fund is obliged to pay third parties any sums in connection with the assignment of the Credit Rights not paid on the Formation Date due to the fact that the information on the Credit Rights provided by the Assignor is incomplete, the Assignor shall be liable to the Fund for any damages, costs, taxes or fines levied on the Fund.

3.3.6. Advance Payment of Funds

The Assignor will not make any advance payment to the Fund on behalf of the Obligors, whether for the principal or interest of the Credit Rights.

3.3.7 Rights conferred upon the Fund through the assignment of the Credit Rights

The Fund, as the owner of the Credit Rights, shall be vested with the rights of the Obligor recognised in article 1528 of the Civil Code. More specifically, it shall be entitled to receive all payments made by Obligors from the Fund Formation Date onwards, as well as any other payments stemming from the Credit Rights.

In particular and for merely illustrative purposes, the assignment shall confer the following rights to the Fund in relation to each of the Credit Rights from the Formation Date onwards:

- (a) To receive the total amounts that may be accrued and that may be collected for the reimbursement of capital or principal of the pending instalments of the Credit Rights.
- (b) To receive all the amounts due and collected as financial charges or ordinary interest due on the capital of the Credit Rights.
- (c) To receive any other payment received by Banco Sabadell for the Credit Rights, such as rights stemming from any accessory right or guarantee in relation to the same, late interest, such as rights or compensation that may correspond from any insurance contract, as applicable, in relation to the assets

that may be mortgaged in guarantee of the Mortgage Loans, up to the amount insured and assigned and in the case of second-lien mortgages, the portion corresponding to that second-lien mortgage, late interest, charges for claiming unpaid bills, subrogation fees, amortisation/early cancellation fees, and any other fee or supplement due, in accordance with the contract of each Credit Right. Notwithstanding the foregoing, once all the amounts due as ordinary interest and principal corresponding to a certain Credit Right have been paid to the Fund, the Assignor shall be entitled to receive from the Fund all late interest effectively paid by the Obligor and transferred previously to the Fund in relation to that Credit Right. The return of such late interest shall be done through the Financial Brokerage Spread, based on the terms of the cash flow waterfall, as described in section 3.4.6. below. That return shall in no case lead to an accounting imbalance during the life of the Fund that could give rise to tax implications for the Fund.

- (d) To receive whatsoever other payment that Banco Sabadell receives through the Credit Rights, such as the rights derived from any accessory right to same, the rights or indemnifications that correspond to same through any insurance contract with regard to the goods that, if appropriate, are mortgaged in guarantee of the Mortgage Loans, up to the amount underwritten and assigned and in the case of second-rank mortgages, the part corresponding to that second-rank mortgage, commissions charged for unpaid bills, subrogation commissions, redemption/early cancellation fees, as well as any other commission or compensation that corresponds to Banco Sabadell.

There is no obligation to retain or to make deposits on account of the earnings on the Credit Rights that constitute the Fund's income, as provided for in article 59 k) of Royal Decree 1777/2004 of 30 July which approves the Corporate Income Tax Regulation.

The rights of the Fund resulting from the Credit Rights are linked to the payments realised by the Debtors, and as a result they remain directly affected by the evolution, delay, early amortisation or any other development regarding the Credit Rights.

The Fund shall assume all possible expenses or costs that may stem from the collection process in the case of breach of obligations by the Obligors, including the exercise of enforcement action against the same, in accordance with section 3.7.2 of this Supplemental Addendum.

3.4. EXPLANATION OF THE FLOW OF FUNDS

3.4.1. How the flow of assets will enable the issuer to fulfil its obligations to the bondholders

Payment by the Assignor to the Fund of the amounts received through the Credit Rights that it administers shall be made as follows:

The Assignor will transfer to the Treasury Account of the Fund all amounts received for any concept to which the Fund may be entitled to receive for the Credit Rights that it administers. This transfer shall be made each Collection Date with the same value date.

The Collection Date will be each day on which the obligors make payments stemming from the assigned Credit Rights, including payments made by the Obligors for principal or interest on the Assets.

If the Fund Manager considers it necessary in order to better defend the interests of the Bondholders, and only in the event of the mandatory replacement of the Assignor as the servicer of the Credit Rights, the Fund Manager shall instruct the Assignor to notify each and every one of the obligors, third-party guarantors and insurance companies of the Credit Rights that, as from the date of the notice, they should make all payments for which they are bound by the Credit Rights directly into the Treasury Account opened in the Fund's name at the Paying Agent. However, if the Servicer fails to notify the Obligors, third-party guarantors and insurance companies within five (5) Business Days of being required to do so, as well as in the event of intervention by the Bank of Spain or insolvency of the Servicer or because the Fund Manager deems such action appropriate, the Fund Manager itself shall notify the Obligors directly.

Under no circumstances will the Assignor pay any amount whatsoever into the Fund that it has not received from the Obligors as payment of the Credit Rights.

Quarterly on each Payment Date, payment shall be made to the Bondholders for the accrued interest and repayment of the principal of the bonds, in accordance with the terms established for each Series in sections 4.8 and 4.9 of the Prospectus Schedule and the Cash Flow Waterfall described in section 3.4.6 of this Supplemental Addendum.

On each Payment Date, the Available Funds for the Issuer's obligations with the Bondholders shall be (i) the returns obtained from the Credit Rights as principal and interest calculated on each Determination Date; (ii) the interest accrued from the Treasury Account and Amortisation Account; (iii) the net amount in favour of the Fund, if this occurs, by virtue of the Interest Rate Swap Agreement; (iv) the net amount in favour of the Fund by virtue of the Interest Rate Swap Agreement, if applicable, that is in favour of the Fund in the event of termination, (v) the Amount of the Reserve Fund, (vi) the amounts drawn against the State Warranty and, (vii) any other amounts that may be received by the Fund, including as a result of disposal or exploitation, if appropriate, of any of the Fund's assets.

Up to and not including the Payment Date of 20th April 2012, all amounts applied to the amortisation of the Series A2 (G) Bonds will be deposited in the Amortisation Account and will be used in their entirety on that Payment Date for the effective amortisation of the Bonds of that Series, pursuant to the regulations governing the Distribution of Available Funds for Amortisation contained in part 4.9.3 of the Prospectus Schedule.

3.4.2 Information on credit enhancements

3.4.2.1 Description of Credit Enhancements

The following credit enhancement operations have been established in order to consolidate the financial structure of the fund, to increase the security or regularity of the payment of the Bonds, to cover the temporary lags between the calendar of the flows of principal of the instalments and interest of the Credit Rights and of principal and interest of the Bonds or, in general, to transform the financial characteristics of the Bonds issued:

1. Guaranteed rate accounts: the Fund Manager, on behalf of the Fund, shall open two current accounts at a guaranteed rate of interest with Banco Sabadell (Treasury Account and Amortisation Account), thus ensuring a minimum return on the credit balances of each account.
2. Reserve fund: set up as from the payment of the Loan for the Reserve Fund, which shall allow payments to the Fund to be made in the event of losses due to Defaulted Loans.
3. Interest Rate Swap: which is set up to cover: (i) the interest rate risk of the Fund due to the fact that the Credit Rights are subject to fixed and variable

interest rates tied to different indices of reference and adjustment periods than those established for the Bonds, (ii) the risk posed by the fact that the Credit Rights may be subject to renegotiations that decrease the agreed interest rate, and (iii) the risk derived from the existence of maximum interest rates in the portfolio. The Fund shall receive a gross surplus spread of 0.60% over the Swap

4. Subordination and postponement of Series B: This stems from the place they hold in the application of the Available Funds as well as the Distribution Rules of the Available Funds for Amortisation.

5. State Warranty: To guarantee payment of the principal and interest of the Series A1(G) and Series A2(G) Bonds the Ministry of the Economy and the Treasury shall grant the State Warranty, waiving all rights of exclusion established in article 1830 of the Civil Code.

3.4.2.2. Reserve Fund

As a guarantee mechanism against possible losses due to Defaulted Loans and for the purposes of permitting the payments to be made by the Fund in accordance with the Cash Flow Waterfall described in section 3.4.6 of this Supplemental Addendum, a deposit shall be set up and called the Reserve Fund.

The Reserve Fund shall be incorporated on the Closing Date for amount of NINETY MILLION (90,000,000) euros, charged to the payment of the Loan for the Reserve Fund.

On each Payment Date the Reserve Fund shall be applied to the satisfaction of the payment obligations contained in the Cash Flow Waterfall or, if applicable, in accordance with the Settlement Cash Flow Waterfall, set forth in section 3.4.6 of this Supplemental Addendum.

In accordance with the Cash Flow Waterfall, on each Payment Date the Reserve Fund shall be replenished to reach the Minimum Level of the Reserve Fund according to the rules established below.

The Minimum Level of the Reserve Fund shall be the lesser of the following amounts:

- (i) An amount equivalent to 9% of the Total Amount of the Bond Issues; or
- (ii) An amount equivalent to 18% of the Outstanding Balance of the Bonds.

Notwithstanding the foregoing, the Reserve Fund cannot be reduced in the concurrence of the following circumstances:

- On a Payment Date, the first two (3) years of the life of the Fund have not elapsed since the Formation Date;
- On the last day of the calendar month prior to the corresponding Payment Date, the Outstanding Balance of the unpaid Credit Rights equal to or greater than ninety (90) days and less than twelve (12) months was greater than 1% of the Outstanding Balance of the Credit Rights;
- That on the previous Payment Date, the Reserve Fund had not reached the Minimum Level of Reserve Fund required on that Payment Date.

Under no circumstances can the Minimum Level of the Reserve Fund be less than 4.5% of the Total Amount of the Bond Issue.

The amount of the reserve fund shall remain deposited in the Treasury Account, remunerated in the terms of the account opening contract at a guaranteed rate of interest (Treasury Account).

3.4.3 Details of subordinate debt financing

3.4.3.1. Loan for Initial Expenses.

The Fund Manager, on behalf of the Fund, will sign a subordinate mercantile loan contract with Banco Sabadell for the total amount of FOUR MILLION (4,000,000) euros.

The amount of the Loan for Initial Expenses shall be deposited on the Closing Date in the Treasury Account opened with the Paying Agent.

The amount of the Loan for Initial Expenses shall be used by the Fund Manager to pay the formation expenses of the Fund and the Bond Issue shown in section 6 of the Prospectus Schedule.

The Loan for Initial Expenses shall be remunerated based on an adjustable interest rate equal to the Benchmark Interest Rate of the Bonds in force at any given time plus a margin of 1%. The payment of said interests shall be subject to the Cash Flow Payment Waterfall set forth in section 3.4.6. below.

The Payment Dates of the interest on the Loan for Initial Expenses shall coincide with the Payment Dates of the Bonds in accordance with the provisions in the Deed of Formation and in the Informative Prospectus.

The accrued interest to be paid on a determined Payment Date shall be calculated based on a calendar year consisting of 360 days and considering the effective days existing in each Interest Accrual Period.

The interest on the Loan for Initial Expenses shall be settled and be enforceable at the maturity of each Interest Accrual Period, on each one of the Payment Dates and until the full amortisation of the Loan for Initial Expenses. The first settlement date shall coincide with the first Payment Date.

The amortisation shall be carried out over twenty (20) consecutive instalments, the first of which shall take place on the first Payment Date, in full accordance with the Cash Flow Waterfall set forth in section 3.4.6 of the Supplemental Addendum to the Prospectus Schedule.

All amounts payable to Banco Sabadell for both the amortisation of principal and accrued interest due on the Loan for Initial Expenses shall be subject to the Cash Flow Waterfall set forth in section 3.4.6 below. As a consequence, they shall only be paid to Banco Sabadell on a specific Payment Date if the Available Funds on said Payment Date are sufficient to meet the obligations of the Fund listed in sections (i) to (xii) of the aforementioned section for interest and (i) to (xiii) for the principal and the obligations of the Fund listed in the Cash Flow Waterfall in sections (i) to (xii) for interest and (i) to (xii) for the principal.

All the amounts which, by virtue of the provisions set forth in the previous paragraphs, have not been surrendered to Banco Sabadell shall be paid on the next Payment Dates on which the Available Funds allow said payment in accordance

with the Cash Flow Waterfall and the Settlements Waterfall established in section 3.4.6 below.

Amounts owed to Banco Sabadell and unpaid by virtue of the provisions set forth in the previous paragraphs shall not accrue late interest in favour of Banco Sabadell.

This Loan for Initial Expenses shall be terminated in the event that the ratings tentatively assigned by the Rating Agencies are not confirmed as definitive prior to the Subscription Date.

3.4.3.2. Loan for the Reserve Fund

In accordance with the provisions set forth in the Loan Agreement for the Reserve Fund, Banco Sabadell shall grant a subordinate loan to the Fund to be used by the Fund Manager as the initial endowment of the Reserve Fund.

The total amount of the Loan for the Reserve Fund shall be NINETY MILLION (90,000,000) euros. The amount of the Loan for the Reserve Fund shall be deposited in the Amortisation Account on the Closing Date.

The Loan for the Reserve Fund shall be remunerated based on an annual interest rate, variable quarterly, equal to the Benchmark Interest Rate of the Bonds in force at any given time plus a differential of 1%.

For interest calculations, a three hundred and sixty (360) day year shall be used as the basis, thereby calculating such interest on the exact number of calendar days elapsed.

The payment of said interest shall be subject to the Cash Flow Waterfall described in section 3.4.6. below.

The Loan for the Reserve Fund shall be amortised on each Payment Date by an amount equal to the amount by which the Minimum Level of the Reserve Fund is reduced on each Payment Date, subject to the Cash Flow Waterfall set forth in section 3.4.6 below.

All amounts payable to the Assignor, for both amortisation of principal and accrued interest payments on the Loan for the Reserve Fund, shall be subject to the Cash Flow Waterfall set forth in section 3.4.6 below. As a consequence, they shall only be paid to the Assignor on a Payment Date if the Available Funds of the Fund on said

Payment Date are sufficient to meet the obligations of the Fund listed in sections (i) to (ix) of the aforementioned section for interest and (i) to (x) for the principal and to attend to the obligations of the Fund listed in sections (1) to ix) for interest and (i) to (x) for principal with respect to the Cash Flow Waterfall.

All the amounts which, by virtue of the provisions set forth in the previous paragraphs, have not been delivered to Banco Sabadell shall be paid on the next Payment Dates on which the Available Funds allow said payment in accordance with the established Cash Flow Waterfall.

Amounts owed to Banco Sabadell and unpaid by virtue of the provisions set forth in the previous paragraphs shall not accrue late interest in favour of Banco Sabadell.

3.4.3.3. Amortisation of the Series B Bonds

The Series B Bonds are deferred as regards payment of interest and reimbursement of principal, with respect to the Series A Bonds (including reimbursement to the State of the amounts paid to the Fund against the Warranty for repayment of principal of the Bonds of Series A1(G) and Series A2(G)), pursuant to the provisions of the Cash Flow Waterfall and Fund Settlement Waterfall foreseen in section 3.4.6 below.

Notwithstanding the foregoing, section 4.9.4 of the Prospectus Schedule describes the circumstances under which the Class A and B Bonds may, exceptionally, be amortised on a pro rata basis.

The details of the order in which the interest and principal on the Bonds in each Series are paid according to the Cash Flow Waterfall at Liquidation are shown in sections 4.6.1. and 4.6.2.

3.4.4. Parameters for the investment of temporary surpluses and parties responsible for such investments

3.4.4.1 Treasury Account

The Fund shall set up a bank account in the Fund's name (hereinafter the "Treasury Account") at Banco Sabadell, whereby all payments receivable by the Fund from the Assignor stemming from the Credit Rights shall be made on each Collection Date, and by virtue of which the Paying Agent shall guarantee a return on the amounts deposited in the same.

All the cash amounts received by the Fund, which shall mainly come from the following concepts, shall be deposited in the Treasury Account:

- (i) Cash amount for payment of the Bond Issue subscription;
- (ii) Drawdown of the principal of the Loan for Initial Expenses and of the Loan for the Reserve Fund;
- (iii) The amounts that are paid to the Fund derived from the Interest Rate Swap Agreement;
- (iv) The amounts of income obtained through the credit balances of the Treasury Account and the Amortisation Account.
- (v) The amounts of the interim retentions for capital gains that on each Payment Date have to be made for the Bond interest paid by the Fund, until the time when they must be paid to the Tax Authorities.
- (vi) Principal repaid and interest collected on the Credit Rights.
- (vii) Any other amounts stemming from the Credit Rights that have been assigned to the Fund.
- (viii) Amounts drawn down against the State Warranty.

All payments of the Fund shall be made through the Treasury Account, in accordance with the instructions given by the Fund Manager.

The Treasury Account cannot have a negative balance against the Fund. The balance of the treasury Account shall be maintained in cash.

Banco Sabadell guarantees an annual nominal interest rate, variable on a quarterly basis with monthly accrual and settlement, except for the first period of interest accrual, which shall have a shorter duration (between the Formation Date and the penultimate day of the calendar month in which it falls), applicable to each period of interest accrual (calculated between the last day of the previous month and the penultimate day of the current calendar month) for the positive daily balances of the Treasury Account, equal to the Benchmark Rate of Interest of the Bonds determined for each Interest Accrual Period, and applicable from the last day of the calendar

month following each Payment Date (except for the first interest accrual period which shall apply from the Formation Date). The accrued interest that must be paid on the last day of the calendar month and, in the event that this is not the business Day, this shall be paid on the first Business Day of the following month, except in December, which shall be paid on the last Business Day of the month, and shall be calculated taking the following as the base: (i) the effective days existing in each interest accrual period and (ii) a year consisting of three hundred and sixty (360) days. The first interest settlement date will be on 30 September 2010, with interest accruing between the Formation Date up to 29 September 2010, inclusive.

S&P Criteria

In the event that the non-subordinated, unsecured short-term debt of Banco Sabadell should, at any time during the life of the Bonds, experience a fall in its rating to below A-1 for S&P, or if that rating were withdrawn, the Fund Manager shall, after first notifying the Rating Agencies, and within a term of no more than sixty (60) Calendar Days from the time that situation arises, carry out any of the options described below, to allow an adequate level of guarantee to be maintained with respect to the undertakings in relation to the Treasury Account, and provided that the rating of the Bonds issued by the Fund is not harmed.

- a) Obtain from a bank with a minimum credit rating for its non-subordinated, unsecured short-term debt of A-1 for S&P, without prejudice to the rating granted to the Bonds by the Rating Agencies, an unconditional, irrevocable bond at first request, guaranteeing the Fund, at the mere request of the Fund Manager, prompt payment by Banco Sabadell of its obligation to reimburse the amounts credited in the Treasury Account during the time the situation of loss of the S&P A-1 rating continues, for long and short-term debt respectively, by Banco Sabadell.
- b) Transfer the Treasury Account of the Fund to a bank whose non-subordinated, unsecured, short-term debt has a minimum rating of A-1 for S&P, for long and short-term debt, respectively or any other rating explicitly acknowledged by the Rating Agencies and contract the maximum return possible for its balances, which may be different from the one contracted with Banco Sabadell by virtue of the Treasury Account Contract.

In the case that the non-subordinated, unsecured short-term debt of Banco Sabadell should again be rated A-1 for S&P, and if situation b) should arise, the Fund Manager shall subsequently transfer the balances again to Banco Sabadell pursuant

to the Treasury Account Contract. This will not be necessary in the case of having opted for operation a) above.

All replacements, guarantees or investments shall be subject to confirmation of the Bond rating by the Rating Agencies.

All costs, expenses and taxes incurred in executing and formalising the above options shall be paid by Banco Sabadell or, as applicable, by the holder of the replaced Treasury Account.

From the time the fall in its credit rating takes place, Banco Sabadell undertakes to make all reasonable commercial efforts to ensure that the Fund Manager can adopt one of options (a), (b) and (c) above.

DBRS Criteria

In the event that, based on the internal ratings of DBRS, the credit risk of Banco Sabadell should, at any time during the life of the Bonds, experience a fall in its rating below BBB (High) and/or R-1 (Low), at long and short term respectively, or if that rating were withdrawn, the Fund Manager shall, after first notifying the Rating Agencies, and within a term of no more than sixty (60) Calendar Days from the time that situation arises, carry out any of the options described below, to allow an adequate level of guarantee to be maintained with respect to the undertakings in relation to the Treasury Account, and provided that the rating of the Bonds issued by the Fund is not harmed.

- a) Obtain from a bank with a minimum credit rating for its debt of BBB (High) and R-1 (Low), at long and short term, respectively, for DBRS, an unconditional, irrevocable bond at first request, guaranteeing the Fund, at the mere request of the Fund Manager, prompt payment by Banco Sabadell of its obligation to reimburse the amounts credited in the Treasury Account during the time the situation of loss of the DBRS BBB (High) and/or R-1 (Low) rating continues, for long and short-term debt respectively, by Banco Sabadell.
- b) Transfer the Treasury Account of the Fund to a bank whose non-subordinated, unsecured, short-term debt has a minimum rating of BBB (High) and R-1 (Low), according to DBRS, for long and short-term debt, respectively and contract the maximum return possible for its balances,

which may be different from the one contracted with Banco Sabadell by virtue of the Treasury Account Contract.

- c) If such options a) and b) are not possible, obtain from Banco Sabadell or from a third party a pledge in favour of the Fund on financial assets with a credit rating for long-term debt of AAA, based on the DBRS ratings scale, or no lower than the Spanish State Public Debt on the Closing Date, for an amount that is sufficient to guarantee the undertakings established in the Treasury Account Contract that does not harm the ratings granted to the Bonds by the Rating Agencies.

In the case that the non-subordinated, unsecured short-term debt of Banco Sabadell should again be rated BBB (High) and R-1 (Low), based on the internal ratings of DBRS, at long and short term, respectively, according to DBRS and if situation b) should arise, the Fund Manager shall subsequently transfer the balances again to Banco Sabadell pursuant to the Treasury Account Contract. These will not be necessary in the case of having opted for operations a) and c) above.

All replacements, guarantees or investments shall be subject to confirmation of the Bond rating by the Rating Agencies.

All costs, expenses and taxes incurred in executing and formalising the above options shall be paid by Banco Sabadell or, as applicable, by the holder of the replaced Treasury Account.

From the time the fall in its credit rating takes place, Banco Sabadell undertakes to make all reasonable commercial efforts to ensure that the Fund Manager can adopt one of options (a), (b) and (c) above.

3.4.4.2. Amortisation Account

The Fund shall have a bank account opened by the Fund Manager with Banco Sabadell in the Fund's name, known as the "Amortisation Account" into which the Available Funds for Amortisation retained in sixth (iv) place in the Cash Flow Waterfall shall be credited on each Payment Date during approximately the first eighteen (18) months from the Fund Formation Date, as set forth in Section 4.9.4 of the Prospectus Schedule.

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The Amortisation Account cannot have a negative balance against the Fund. The balance of the Amortisation Account shall be maintained in cash.

The Amortisation Account shall remain valid until the Payment Date of 20 April 2012, on which date all the cumulative balances of the Amortisation Account shall be transferred to the Treasury Account.

Banco Sabadell guarantees an annual nominal interest rate, variable on a quarterly basis with monthly accrual and settlement, except for the first period of interest accrual, which shall have a shorter duration (between the Formation Date and the penultimate day of the calendar month in which it falls), applicable to each period of interest accrual (calculated between the last day of the previous month and the penultimate day of the current calendar month) for the positive daily balances of the Treasury Account, equal to the Benchmark Rate of Interest of the Bonds determined for each Interest Accrual Period, and applicable from the last day of the calendar month following each Payment Date (except in the first interest accrual period that shall apply from the Formation Date). The accrued interest that must be paid on the last day of the calendar month and, in the event that this is not the business Day, this shall be paid on the first Business Day of the following month, except in December, which shall be paid on the last Business Day of the month, and shall be calculated taking the following as the base: (i) the effective days existing in each interest accrual period and (ii) a year consisting of three hundred and sixty (360) days. The first interest settlement date will be on 30 September 2010, with interest accruing between the Formation Date up to 29 September 2010, inclusive. This interest shall be transferred to the Treasury Account during the first five (5) Business Days of the corresponding month.

Criteria of S&P

In the event that the non-subordinated, unsecured short-term debt of Banco Sabadell should, at any time during the life of the Bonds, experience a fall in its rating to below A-1 for S&P, at short and long term respectively, or if that rating were withdrawn, the Fund Manager shall, after first notifying the Rating Agencies, and within a term of no more than sixty (60) Business Days from the time that situation arises, carry out any of the options described below, to allow an adequate level of guarantee to be maintained with respect to the undertakings in relation to the Amortisation Account, and provided that the rating of the Bonds issued by the Fund is not harmed.

- a) Obtain from a bank with a minimum credit rating for its non-subordinated, unsecured short-term debt of A-1 for S&P, an unconditional, irrevocable bond at first request, guaranteeing the Fund, at the mere request of the Fund Manager, prompt payment by Banco Sabadell of its obligation to reimburse the amounts credited into the Amortisation Account during the time the situation of loss of the S&P A-1 rating continues, for long and short-term debt respectively, by Banco Sabadell.
- b) Transfer the Amortisation Account of the Fund to a bank whose non-subordinated, unsecured, short-term debt has a minimum rating of A-1 for S&P, and contract the maximum return possible for its balances, which may be different from the one contracted with Banco Sabadell by virtue of the Amortisation Account Contract.

In the case that the non-subordinated, unsecured short-term debt of Banco Sabadell should again be rated A-1 for S&P, and if situation b) should arise, the Fund Manager shall subsequently transfer the balances again to Banco Sabadell pursuant to the Treasury Account Contract. This shall not be necessary in the case of having opted for option a) above.

All costs, expenses and taxes incurred in executing and formalising the above options shall be paid by Banco Sabadell or, as applicable, by the holder of the replaced Amortisation Account.

From the time the fall in its credit rating takes place, Banco Sabadell undertakes to make all reasonable commercial efforts to ensure that the Fund Manager can adopt one of options (a), (b) and (c) above.

Criteria of DBRS

In the event that based on the internal ratings of DBRS, the credit risk of Banco Sabadell should, at any time during the life of the Bonds, experience a fall in its rating to below the ratings of DBRS, at long and short term respectively, to below BBB (High) and/or R-1 (Low), at short and long term respectively, or if that rating were withdrawn, the Fund Manager shall, after first notifying the Rating Agencies, and within a term of no more than sixty (60) Business Days from the time that situation arises, carry out any of the options described below, to allow an adequate level of guarantee to be maintained with respect to the undertakings in relation to

the Amortisation Account, and provided that the rating of the Bonds issued by the Fund is not harmed.

- a) Obtain from a bank with a minimum credit rating for its non-subordinated, unsecured short-term debt of BBB (High) and R-1 (Low) for DBRS, an unconditional, irrevocable bond at first request, guaranteeing the Fund, at the mere request of the Fund Manager, prompt payment by Banco Sabadell of its obligation to reimburse the amounts credited into the Amortisation Account during the time the situation of loss of the BBB (High) and/or R-1 (Low) rating at long and short term respectively by DBRS continues, for long and short-term debt respectively, by Banco Sabadell.
- b) Transfer the Amortisation Account of the Fund to a bank whose non-subordinated, unsecured, short-term debt has a minimum rating of BBB (High) and R-1 (Low) at short and long term, respectively, according to DBRS, and contract the maximum return possible for its balances, which may be different from the one contracted with Banco Sabadell by virtue of the Amortisation Account Contract.
- c) If such options a) and b) are not possible, obtain from Banco Sabadell or from a third party a pledge in favour of the Fund on financial assets with a credit rating for long-term debt of AAA, based on the DBRS ratings scale, or no lower than the Spanish State Public Debt on the Closing Date, for an amount that is sufficient to guarantee the undertakings established in the Amortisation Account Contract that does not harm the ratings granted to the Bonds by the Rating Agencies.

In the case that based on the internal ratings of DBRS, the non-subordinated, unsecured short-term debt of Banco Sabadell should again be rated BBB for DBRS, and if situation b) should arise, the Fund Manager shall subsequently transfer the balances again to Banco Sabadell pursuant to the Treasury Account Contract. These shall not be necessary in the case of having opted for options a) and c) above.

All costs, expenses and taxes incurred in executing and formalising the above options shall be paid by Banco Sabadell or, as applicable, by the holder of the replaced Amortisation Account.

From the time the fall in its credit rating takes place, Banco Sabadell undertakes to make all reasonable commercial efforts to ensure that the Fund Manager can adopt one of options (a), (b) and (c) above.

3.4.5 Collection by the Fund of payments on the assets

The Servicer shall manage the collection of all amounts that may have to be satisfied by the Obligors and that are derived from the Credit Rights, as well as for any other concept.

The Servicer shall use due diligence so that the payment that the Obligors must make will be collected in accordance with the contractual terms and conditions of the Credit Rights.

The Servicer shall transfer all amounts received for any item and which the Fund is entitled to receive for the assigned Credit Rights that it administers to the Treasury Account of the Fund. This transfer shall be made each Collection Date with the same value date.

The Fund Collection Dates shall be all the days on which payments are made, stemming from the assigned Credit Rights, including payments made by the Obligors for principal or interest of the Loans.

If there should be a fall in the rating granted to Banco Sabadell below A-2 for short term debt, based on the S&P rating scale, and this fall should give rise to a fall in the ratings granted by S&P to each of the Bond Series, Banco Sabadell shall carry out one of the following actions:

- a) Obtain from a bank with a credit rating for its non-subordinated, unsecured short term debt of A-2, based on the S&P rating scale, within a term of no more than thirty (30) days from the time that such circumstance occurs, a bond a first request, that fulfils the S&P criterion applicable at any given time, for an amount that allows the ratings granted by S&P to the Bonds to be maintained; or
- b) Set up a cash deposit in favour of the Fund in order not to harm the rating granted to the Bonds by S&P, within a term of no more than ten (10) days from the time that circumstance occurs, in a bank with a minimum credit rating for its short term debt of A-2, based on the S&P rating scale, for a sum equivalent to the estimated aggregate amount of the amortisation

instalments and interest that would be generated by the Credit Rights during one month from the date of losing the A-2 rating, based on the rating scale of S&P, and at an early amortisation rate (EAR) based on the historic EAR of the Credit Rights assigned to the Fund. The Fund may only have the amount of said deposit in the amount of the quantities it has not received, if applicable, which correspond to the Fund and which Banco Sabadell receives deriving from the Credit Rights.

In the case that the short term unsubordinated, unsecured debt of Banco Sabadell should again be rated A-2 according to S&P, and if situation b) has occurred b), the Fund Manager shall subsequently transfer the balances again to Banco Sabadell pursuant to the Administration Contract. If option a) above has been used, this shall not be necessary. Such actions shall be notified to the Rating Agencies.

Under no circumstances will the Servicer pay any amount whatsoever into the Fund that it has not first received from the Obligors as payment of the Credit Rights.

3.4.6. Order of priority of payments made by the issuer

Ordinary and exceptional rules governing priority and fund allocation

On the Closing Date

1. Funds Source.

On the Closing Date, the Fund shall have assets available from the following items:

- (i) Funds received as a consequence of Bond subscription.
- (ii) Funds received in connection with the Loan for Initial Expenses.
- (iii) Funds received in connection with the Loan for the Reserve Fund .

2. Application.

On the Closing Date, the Fund shall allocate the previously mentioned funds to payment of the following:

- (i) Payments under the concept of the purchase of the Credit Rights that are pooled into the Fund at the time of formation.
- (ii) Payment of the Initial Expenses of the Fund in accordance with the provisions set forth in section 3.4.3 of this Supplemental Addendum.
- (iii) Endowment of the Initial Reserve Fund.

As from the Fund Closing Date and through the Fund Liquidation Date, exclusive.

On each Payment Date that is not the final Payment Date or the date on which the Clean-up Call of the Fund takes place, the Fund Manager shall successively apply the Available Funds for Amortisation in accordance with the Cash Flow Waterfall set forth hereunder.

1. Funds Source

The Available Funds on each Payment Date to satisfy the payment or withholding obligations listed below shall be the amounts deposited in the Treasury Account for the following items: In addition to the Available Funds, the balance deposited in the Amortisation Account shall be available on the Payment Date of 20 April 2012, which shall be applied to amortising the Bonds, based on section 4.9.4 of the Prospectus Schedule.

- i) Income earned on the Credit Rights in the form of principal and interest and any other assigned amount stemming from the Credit rights, calculated on each Determination Date as follows:

Income obtained during three calendar months prior to the Determination Date in progress, except the first Determination Date which shall be those obtained between the Formation Date, inclusive, and the last day of the calendar month before the current Determination Date, inclusive.
- ii) Returns on the balances of the Treasury Account and the Amortisation Account.
- iii) The amount corresponding to the Reserve Fund on the Determination Date preceding the corresponding Payment Date.

- iv) If applicable, the net amounts received by the Fund under the Interest Swap Agreement and the amounts of the settlement received by the Fund if the said contract is terminated.
- v) All the amounts credited to the Fund for collections of any kind, without prejudice to the rule established in section 3 below (Other Rules) with respect to the amounts received that are charged to the State Warranty.

2. Application of Funds:

In general, the Available Funds will be applied on each Payment Date to the following items, hereby establishing the order of priority for payments as shown below if there are insufficient funds:

- (i) Payment of ordinary and extraordinary taxes and expenses of the Fund, hereby including the fee of the Fund Manager and of the Paying Agent and excluding the payment to the Servicer of the corresponding fee for administration of the Credit Rights, except in the case of substitution provided for in section 3.7.2.4 of this Supplemental Addendum.
- (ii) Payment, as applicable, of the net amount due under the Interest Rate Swap Agreement and payment of the net settlement amount, but only if the agreement is terminated because of circumstances attributable to the Fund.
- (iii) Pro rata payment of interest on Series A1(G), A2(G) and A3 Bonds due and payable on previous Payment Dates and reimbursement to the State of the amounts paid to the Fund by drawdown of the Warranty for the payment of interest on the Series A1(G) and Series A2(G) bonds guarantee not returned on previous Payment Dates.
- (iv) Pro rata payment of interest on series A1(G), A2(G) and A3 bonds accrued since the previous payment date.
- (v) Payment of the interest of the Series B Bonds, except in case of the deferral of this payment to (vii) (seventh) place in this cash flow waterfall. Deferral of this payment to (vii) (seventh) place shall occur in the event that on the corresponding Payment Date the Outstanding Balance of the accumulated Defaulted Credit Rights is higher than 25% of the initial amount of the Bond Issue, and providing that total amortisation of the Class A Bonds

has not occurred and was not scheduled to occur on the corresponding Payment Date.

(vi) Retention of the Available Funds for Amortisation. Amortisation of the Bonds and payment of the amounts pending reimbursement to the State for draw downs of the Warranty for amortising the Bonds of Series A1(G) and Series A2(G) based on the rules set forth in section 4.9 of the Prospectus Schedule.

(vii) Payment of the interest accrued by the Series B Bonds when this payment is down-ranked to 5th place in the Cash Flow Waterfall as established in the said section.

(viii) Retention of the Minimum Required Level of the Reserve Fund on the corresponding Payment Date.

(ix) Payment of interest on the Loan for the Reserve Fund .

(x) Repayment of the principal on the Reserve Fund Loan.

(xi) Payment of the Amount Due as a result of the termination of the Interest Swap, except under the circumstances indicated in (ii) above.

(xii) Payment of the interest on the Subordinate Loans for Initial Expenses.

(xiii) Repayment of the principal on the Loan for Initial Expenses.

(xiv) Payment of the administration commission. Should the Servicer of the Credit Rights be replaced by another entity, the administration commission payment, which shall accrue in favour of the new third-party servicer, shall occupy the position held in the previous 1st order, together with the remaining payments described in the said section.

(xv) Brokerage fee payment.

The following shall be considered ordinary expenses of the Fund:

- a) Expenses that can derive from the obligatory verifications, inscriptions and administrative authorisations.

- b) Fees of the rating agencies for monitoring and maintaining the ratings of the bonds.
- c) Expenses relative to the carrying out of the accounting registry of the bonds through their representation via account entries and for their admittance to trading on the secondary securities markets, and upkeep of the foregoing.
- d) The cost of auditing the annual accounts.
- e) Expenses derived from the amortisation of the Bonds.
- f) Expenses derived from the announcements and notifications related to the fund and/or the bonds.
- g) Management fee that accrues quarterly in favour of the Fund Manager.

The following shall be considered extraordinary expenses of the Fund:

- a) If necessary, the expenses associated with preparing and formalising modifications to the Deed of Formation and contracts, as well as for any additional contracts.
- b) Expenses associated with executing the Credit Rights and those derived from the recovery actions that may be required.
- c) Expenses for auditing and legal advice;
- d) Any remaining initial costs of the constitution of the Fund and the Bond issue that exceed the amount of the Loan for Initial Expenses.
- e) In general, any other required extraordinary expenses supported by the Fund or by the Fund Manager in representation and on behalf of the Fund, including those that could be necessary for maintaining the Credit Rights, and those arising from the management of sales of assets in the case of liquidation of the Fund.

3. Other rules

In the event that the Available Funds were not sufficient to cover any of the amounts mentioned in the preceding paragraphs, the following rules will apply:

- When a priority order has debits for different items, the remainder of the Available Funds will be applied on a prorated basis to the amounts required of each one, distributing the amount applied to each item based on the order of the maturity of demandable debits.
- The funds will be applied to the different items mentioned in the previous section in accordance with the established Cash Flow Waterfall, distributed on a prorated basis among those items entitled to receive payment.
- The amounts that remain unpaid shall be placed, on the following Payment Date, in a priority position immediately before that of the item in question.
- Any amounts owed by the Fund and unpaid on their respective Payment Dates will not accrue additional interest.
- The amounts received against the State Warranty shall only be used on the next Payment Date immediately following receipt to cover shortages in the payment of principal and interest on A1(G) and A2(G) Series Bonds.

On the Fund Liquidation Date

The Fund Manager shall proceed to liquidate the Fund when the Fund is liquidated on the Legal Final Maturity or the Payment Date on which the Clean-up Call takes place as provided for in sections 4.4.3 and 4.4.4 of the Registration Document, by applying the Available Funds for Liquidation to the following items: (i) the Available Funds and (ii) the sums obtained by the Fund from the disposal of the Fund's remaining assets and (iii) the amounts obtained by the Fund through the disposal of the assets that remain, according to the following Settlement Cash Flow Waterfall:

- i) Reserve to cover the final tax, administrative or advertising expenses at the time of settlement.
- ii) Payment of ordinary and extraordinary taxes and expenses of the Fund, hereby including the commission of the Fund Manager and the Paying

Agent's commission and excluding the payment to the Servicer of the corresponding commission for Administration of the Loans, except in the case of substitution provided for in section 3.7.2.2 of this Supplemental Addendum.

- iii) Payment of the net amount due under the Rate Swap Agreement and payment of the net settlement amount, but only if the agreement is terminated because of circumstances attributable to the Fund.
- iv) Pro rata payment of interest on Series A1(G), A2(G) and A3 Bonds due and payable on previous Payment Dates and reimbursement to the State of the amounts paid to the Fund by drawdown of the Warranty for the payment of interest on the Series A1(G) and Series A2(G) bonds guarantee not returned on previous Payment Dates.
- v) Pro rata payment of interest on series A1(G), A2(G) and A3 bonds accrued since the previous payment date.
- vi) Amortisation of the Bonds of Series A1(G), A2(G) and A3 (on a pro rata basis) and payment of the amounts pending payment to the State for draw downs of the Warranty for amortising the Bonds of Series A1(G) and Series A2(G).
- vii) Payment of the interest accrued by the Series B Bonds
- viii) Amortisation of the Series B Bonds.
- ix) Payment of interest accrued on the Loan for the Reserve Fund.
- x) Amortisation of the principal of the Loan for the Reserve Fund..
- xi) Interest accrued on the Loan for Initial Expenses.
- xii) Repayment of the principal of the Loan for Initial Expenses.
- xiii) Payment of the amount payable by the Fund for the settlement of the Interest Rate Swap Agreement, except under the circumstances described in iii) above.
- xiv) Payment to the Servicer of the commission for administering the Credit Rights.

xv) Financial Brokerage Spread.

When a priority order has debits for different items and the Available Funds for Liquidation are not sufficient to meet the payments due, the remainder of the Available Funds for Liquidation will be applied on a prorated basis, distributing the amount applied to each item based on the order of the maturity of demandable debits.

3.4.7 Other agreements governing the payment of principal and interest to investors

3.4.7.1 Interest Rate Swap Agreement ("*Swap*")

The Fund Manager will sign, on behalf of the Fund, a Financial Interest Swap Agreement or *Swap* with Banco Sabadell (Financial transactions framework agreement CMOF), the most relevant terms of which are described below.

Under the Interest Rate Swap Agreement, the Fund shall make payments to Banco Sabadell calculated on the interest rates of the Credit Rights and in exchange Banco Sabadell shall make payments to the Fund calculated on the Interest Rate of the Bonds plus a spread, all pursuant to the following rules:

Party A: The Fund, represented by the Fund Manager

Party B: Banco Sabadell

- Swap Settlement Dates: the settlement dates will coincide with the Bond Payment Dates.
- Notional of the Swap: the amount resulting from adding the Outstanding Balance of the Principal of the Bonds in each Series on the Determination Date prior to the Liquidation Date in progress.
- Settlement Period for Party A: the days actually elapsed between two consecutive settlement dates during three calendar months before the current Settlement Date. Exceptionally, the first settlement period will have a duration equivalent to the days elapsed between the Fund Formation Date (included) and the last day of the month before the First Payment Date (inclusive).

- Variable amount of Party A: it shall be the result of totalling (i) the accrued interest on Non-defaulted Credit Rights during the Settlement Term of Party A plus (ii) the interest accrued from the Amortisation Account during the Settlement Period for Party A.
- Payments by Party A: On each Settlement Date, Party A shall pay Party B the positive difference (as applicable) between the Variable Amount of Party A and the Variable Amount of Party B determined during the Settlement Term of Party A and the Settlement Term of Party B immediately before.
- Settlement Period for Party B: the days actually elapsed between two consecutive Settlement Dates, including the first and excluding the last. Exceptionally, the first settlement period will have a duration equivalent to the days elapsed between the Fund Formation Date (included) and the last Settlement Date (exclusive).
- Variable Amount of Party B: the result of applying the Interest Rate payable by Party B to the Notional of the Swap for the number of days in Party B's settlement period.
- Payments by Party B: On each Settlement Date, Party B shall pay Party A the positive difference (as applicable) between the Variable Amount of Party B and the Variable Amount of Party A, determined during the Settlement Period of Party B and the Settlement Period of Party A immediately before.
- Interest rate payable by Party B: for each settlement period of Party B, this shall be the Average Weighted Nominal Interest Rate on the Bonds, plus a spread of 0.60%. This spread shall be increased by the cost of the new Servicer, in the event of replacement.
- Settlement Base: shall be a 360-day year.

The amounts payable under the Interest Swap Agreement will be settled in such a way that if both the parties must make reciprocal payments, the part that owes the higher amount will make the payment in the amount of the excess.

Breach of the Interest Swap Agreement

If on any Payment Date the Fund (Party A) does not have sufficient liquidity to pay the entire net amount owed to Party B, the unpaid amount shall be paid on the next

Payment Date, provided that Party A has sufficient liquidity according to the Cash Flow Waterfall. Should the Fund fail to pay on two consecutive Payment Dates, the Interest Rate Swap Agreement may be terminated at the request of Party B. In the event of termination, the Fund shall assume, where applicable, the obligation of the final settlement amount as foreseen in the terms of the Swap Agreement in accordance with the Cash Flow Waterfall. Notwithstanding the above, except in a situation of permanent alteration of the financial balance of the Fund, the Fund Manager, on behalf of the Fund, will attempt to sign a new interest swap agreement under essentially identical conditions.

Should Party B fail to meet its payment obligations for the full amount payable to Party A on any Payment Date, the Fund Manager may choose to terminate the Interest Rate Swap Agreement. In this case, Party B would assume, where applicable, the obligation to pay the settlement amount foreseen in the Contract. If the Fund Manager were to exercise the early cancellation option, it must look for an alternative financial entity to replace Party B as quickly as possible.

The settlement amount will be calculated by the Fund Manager, as the calculation agent, based on the market value of the Interest Swap Agreement.

Actions in the case of the credit rating of Party B being changed

S&P criteria

In the case that, based on the criteria of S&P set out in the "Revised Framework For Applying Counterparty Supporting Party Criteria" of 8 May 2007, and the updated criteria of S&P included in the "Updated Counterparty Criteria For Derivatives: Eligibility of "A-2" Counterparties Removed in "AAA" Transactions" of 22 October 2008, S&P should lower the rating for the short term unsecured non-subordinated debt of Banco Sabadell to below A-1 (or its equivalent) (the "**Required Rating**"), Banco Sabadell shall, at its own expense and within a term of no more than sixty (60) calendar days:

- i. assign all its rights and obligations stemming from the Interest Rate Swap Agreement to another bank, with the Required Rating of S&P; or
- ii. obtain a third entity that is sufficient for S&P and fulfils the Required Rating, to jointly and severally guarantee compliance of the obligations of Banco Sabadell stemming from the Interest Rate Swap Agreement.

Until either of measures (i) or (ii) above are taken, Banco Sabadell shall at its own cost, and within a term of no more than ten (10) Business Days, set up a cash guarantee in favour of the Fund for an amount corresponding to 125% of the market value of the Interest Rate Swap, based on the criteria in force at that time, published by S&P, and the terms of Appendix I (specific terms and conditions) and Appendix II (Definitions) of the Interest Rate Swap Agreement.

All costs, expenses and taxes incurred in the fulfilment of the preceding obligations shall be payable by the replaced Party B.

Criteria according to DBRS

(A) In the case that in accordance with the internal ratings of DBRS the credit rating for Banco Sabadell should be lower than A at long term ("First Level Rating Breach"), Banco Sabadell shall, at its own expenses, and within a term of no more than sixty (60) Business Days:

- i. Set up a deposit in cash or securities in favour of the Fund, the calculation of which is approved by an independent third party entity, to guarantee compliance of the contractual obligations of Party A, for an amount calculated based on the market value of the transaction and in accordance with the criteria in force at that time published by DBRS, to allow the ratings assigned to each Bond series to be maintained, as required by the DBRS Swap Criteria ("**Cash or Securities Deposit**"); or
- ii. Ensure that a third entity with a rating for non-subordinated, unsecured debt equal to or higher than A, for long-term debt, based on the DBRS rating scale, guarantees compliance of its contractual obligations; or
- iii. Ensure that a third party entity whose rating for non-subordinated, unsecured debt is equal to or higher than A, for long-term debt, assumes its contractual position in the Interest Rate Swap Agreement by subrogation therein, or by virtue of a new contract in conditions that are essential similar to those of this contract, and with respect to the transactions affected, provided that they do not affect the ratings granted to the Bonds by DBRS.

(B) If, based on the internal ratings of DBRS, the credit rating of Banco Sabadell were to be below BBB for long term debt (“Second Level Rating Breach”), Banco Sabadell shall proceed as follows, at its own cost and within a term of no more than sixty (60) Business Days:

- i. Find a third-party entity with a rating for non-subordinated, unsecured debt equal to or higher than A, to take over its contractual position in the Interest Swap Agreement through subrogation therein, or by virtue of a new contract under conditions that are substantially identical to those of this contract and the operations affected, as long as they do not affect the ratings granted to the Bonds by DBRS;
- ii. In the case of maintaining the Cash or Securities Deposit set up in the case of First Level Breach of the Rating, find a third-party entity with a rating for its non-subordinated, unsecured debt equal to or higher than BBB for long term debt, to take over its contractual position in the Interest Swap Agreement through subrogation therein, or by virtue of a new contract in conditions substantially identical to those of this contract and the operations affected, as long as they do not affect the ratings granted to the Bonds by DBRS;
- iii. Set up an additional cash or securities deposit in favour of the Fund, the calculation of which is approved by an independent third-party, to guarantee compliance of the contractual obligations of Party A, for an amount calculated in accordance with the market value of the operation, pursuant to the criteria in force at that time, published by DBRS, to allow the ratings assigned to each Bond Series to be maintained, as required by the DBRS Swap Criteria (“**Additional Cash or Securities Deposit**”);or
- iv. Find a third-party entity with a rating for non-subordinated, unsecured debt equal to or higher than A, for long term debt, based on the DBRS rating scale, to guarantee compliance with its contractual obligations;
- v. The Cash or Securities Deposit that is set up in the event of a First Level Rating Breach shall be guaranteed by a third-party entity whose rating for non-subordinated, unsecured long-term debt equal to or higher than BBB, based on the DBRS rating scales, to guarantee compliance of the Cash or Securities Deposit.

In the case of Party B not carrying out any of the above, the Fund Manager may consider that there has been a Breach of the Interest Swap Agreement.

All costs, expenses and taxes incurred in the fulfilment of the preceding obligations shall be payable by Party B.

Maturity of the Interest Rate Swap Agreement

The maturity of the Interest Rate Swap Agreement shall take place on the earliest of the following dates:

1. The Final Maturity Date, or
2. The date on which the Clean-up Call of the Fund finalises in accordance with the provisions set forth in section 4.4.4 of the Registration Document on which the settlement of the Credit Rights and the remaining assets in the Fund has commenced along with distribution of all of the Available Funds for Liquidation, in accordance with the Cash Flow Waterfall of Fund Settlement.

3.4.7.2 Financial brokerage contract.

Finally, the Fund Manager, on behalf of the Fund, shall pay Banco de Sabadell, S.A. for the financial brokerage that has been performed and which has enabled the definitive financial transformation of the Fund's activity, the acquisition of the Credit Rights and the satisfactory rating of each Bond Series.

The remuneration paid to Banco Sabadell under this heading consists of a variable amount that is subject to the difference between the annual income and expenses, according to the Fund's official accounting records, less any negative tax bases from previous fiscal years which may be used to compensate the accounting results of the fiscal year for the purposes of the annual Corporate Income Tax payment.

This amount will accrue annually at the end of each financial year of the Fund. Notwithstanding the above, this fee will be paid in instalments on each one of the Payment Dates.

The Financial Brokerage Spread (between the amounts paid in advance and the Fund's profits at the end of the tax year) shall be adjusted on the first Payment Date of the next year, according to the Cash Flow Waterfall shown in part 3.4.6 of this Supplemental Addendum, when the result of such adjustment is an amount payable by the Fund to Banco Sabadell.

3.4.7.3. State Warranty

Through a Ministerial Order, the Ministry of the Economy and the Treasury shall grant a Warranty to the Fund upon its formation, by virtue of which the Spanish State guarantees payment of the economic obligations of the Fund stemming from the Bonds of Series A1(G) and Series A2(G), issued for a nominal amount of TWO HUNDRED AND FIFTY MILLION (250,000,000) euros and THREE HUNDRED AND NINETY MILLION (390,000,000) euros, respectively, in accordance with the following (the "**State Warranty**" or "**Warranty**"):

The Warranty shall guarantee, waiving the benefit of exclusion, established in article 1830 of the Civil Code, payment of the principal and interest of the Bonds of Series A1(G) and Series A2(G) (the "**Guaranteed Series**"), and is subject to: (i) the granting of the Fund Formation Deed during 2010; (ii) the registration of the Fund Prospectus in the Comisión Nacional del Mercado de Valores; (iii) confirmation of the ratings assigned provisionally to each of the Bond Series as final by the Rating Agencies, prior to the start of the Subscription Period; (iv) that the Bond Issue Management, Underwriting, Placement and Subscription Contract is not terminated; (v) that the General Treasury Directorate receive a fee of 0.30% of the guaranteed amount and (vi) the sending, by the Fund Manager to the General Treasury and Financial Policy Directorate of the documents listed below:

- i. a copy of the Prospectus registered with the Comisión Nacional del Mercado de Valores (CNMV);
- ii. an authorised copy of the Fund Formation Deed;
- iii. a certificate from the Assignor stating that the Credit Rights meet the conditions of the collaborative Framework Agreement attached to Order of 10 January 2007, and that, (a) at least 80% of the Balance of the Credit Rights correspond to small and medium businesses in accordance with the definition of the European Commission (Recommendation of 6 May 2003) and (b) that in accordance with the division level of the National Economic Activities Classification of 2009 (CNAE), the Fund does not pool any Credit Rights granted to non-financial Spanish companies belonging to the same sector if the sum of their respective outstanding nominal balances exceeds 25% of the assets assigned to the Fund;
- iv. a copy of the letter from the Rating Agencies notifying the final ratings granted to each of the Bond Series,

- v. a notification indicating the tax ID number assigned to the Fund, and
- vi. an authorised copy of the notarised document of the Bond subscription granted by the Fund Manager.

The provision and granting of the State Warranty shall accrue a single commission of 1,920,000 euros, corresponding to the result of applying 0.30% to the nominal value of the guaranteed fixed income securities, as provided in article 3, section 3 of Order dated 10 January 2007. That commission shall be paid by the General Treasury and Financial Policy Directorate once the Fund has been constituted, and shall be settled within fifteen (15) days from the day following notification of that settlement to the Fund Manager, with the efficacy of the Warranty being subject to payment thereof.

The Warranty shall be executed in the event that the Available Funds or Available Funds for Liquidation in the Fund are insufficient to cover payment of interest or principal of the Bonds of Series A1(G) and Series A2(G) once all items payable for the immediately preceding concepts in the Cash Flow Waterfall have been paid, on the respective Payment Dates, in accordance with the Cash Flow Payment Waterfall established in section 3.4.6.2.2. of this Supplemental Addendum and the Cash Flow Waterfall established in section 3.4.6.2.3. of this Supplemental Addendum.

Should that be the case, the Fund Manager will immediately give written notification of the amount to be paid by the State, to the General Directorate for Financial Policy and Treasury. The latter party will then, following verification, proceed to the payment through the Treasury Account opened in the name of the Fund with the Paying Agent. The payment, where applicable, of the amounts requested under the Warranty, will be made by the Directorate General for the Treasury and Financial Policy within ninety (90) days counting from the date following the reception of the written requirement of the Fund Manager.

The Fund Manager shall notify the General Directorate for Financial Policy and Treasury on each Payment Date of the Bonds of the Secured Bond Series the outstanding balance of the Secured Series, and, also at the end of each tax year, an estimation of the financial charge of the Secured Series for the following tax year.

The amounts paid by the State by virtue of the State Warranty shall constitute an obligation of the Fund in favour of the State, in accordance with the payment

priority rules set forth in the Fund Formation Deed and which are set forth in section 3.4.6.2.2. of this Supplemental Addendum.

The amounts drawn down from the Warranty, whether they have been used for the payment of interest or for the reimbursement of the principal of the A1(G) and A2(G) Series of Bonds shall be repaid on each of the following Payment Dates until paid in full. Payment shall be made against the Available Funds or Available Funds for Liquidation, thereby holding the same positions as payment of accrued interest and repayment of the principal of the Bonds of Series A1(G) and Series A2(G) respectively, in accordance with the Cash Flow Waterfall of the Fund and the Cash Flow Waterfall Settlement Payments established in sections 3.4.6.2.2. and 3.4.6.2.3. of this Supplemental Addendum.

In the event that according to the above rules, on a Payment Date, the Fund, in addition to returning the amount withdrawn at the charge of the State, must request another amount to pay the interest or principal of the Series A1(G) and Series A2(G) Bonds, the net amount to be requested, or if applicable, returned, to the State, will be calculated and applied.

The Warranty shall be cancelled on the date when the Bonds of Series A1(G) and Series A2(G) are amortised in full; in all cases, it shall expire on 20 January 2045.

The Warranty shall be extended on occasion of the Fund Formation, in accordance with the terms of the 2010 Budget Act and Order of 10 January 2007. At the date of registering this Prospectus, a Ministerial Order bill is in progress to derogate and replace the Order of 10 January 2007 indicated above. If that Ministerial Order bill should be approved and if it should establish retroactive obligations, the Fund, the Fund Manager and the Assignor could be affected and have to adapt to those new provisions, under the established conditions

3.5. NAME, ADDRESS AND SIGNIFICANT ECONOMIC ACTIVITIES OF THE ASSIGNOR OF THE SECURITISED ASSETS

The Assignor of the securitised Credit Rights is Banco Sabadell.

Banco Sabadell, holder of Corporate Tax Code A08000143, with registered offices in Sabadell, Plaça San Roc, núm. 20. The headquarters and decision-taking bodies are located at Plaza Catalunya núm. 1, Sabadell and at Calle Sena, 12, Polígono Can Sant Joan, Sant Cugat del Vallès.

The business activities of Banco Sabadell consist of the commercial banking activities corresponding to code 64.19 in the National Classification of Economic Activities (CNAE). Its business objectives are listed in article four of its Articles of Association.

The bank was founded on 31 December 1881 under the public deed witnessed by the notary public Antonio Capdevila Gomá for an indefinite period of time. Its Articles of Incorporation were adapted to the Spanish Public Limited Companies Act on 26 April 1990, registered with the Companies Registry of Barcelona on 29 May 1990 in tome 20.093, page B-1.561, sheet 1, entry 580. Subsequently different amendments were made to the same, which may be consulted at the corporate domicile given above.

Banco Sabadell is registered in the Bank of Spain's Register of Banks and Bankers under number 0081.

Banco Sabadell is a public limited company. Its operations are governed by special laws regulating credit institutions and its activities are supervised and controlled by the Bank of Spain.

Significant economic activities of Banco Sabadell

The Banco Sabadell financial group operates primarily in banking, although it also has interests in the fields of insurance, investment and pension fund management, financial brokering, global custody, asset management and brokering on domestic and international cash, capital and currency markets.

It is incorporated by reference to the financial information of the Banco Sabadell group in reference to the financial year ending 31 December 2009 which is deposited with the Comisión Nacional del Mercado de Valores (CNMV).

Hereunder follows the financial information of Banco Sabadell at 30 June 2010 with respect to 30 June 2009, except for the balance sheet information, for which the information at 30 June 2010 has been compared with respect to 31 December 2009. The information at 30 June 2010 and 30 June 2009 has not been audited. The information was prepared pursuant to International Financial Reporting Standards applicable according to EC Regulation 1606/2002 and the Bank of Spain's Circular 4/2004.

BALANCE SHEET OF BANCO SABADELL (in thousands of euros)

	30.06.2010	31.12.2009	Change (%)
Total Assets	86,243,282	82,822,886	4.13
Loan Investments	65,355,975	65,012,792	0.53
Balance Sheet Resources	64,044,358	64,165,053	-0.19
Own equity	5,380,233	5,226,333	2.94

P&L STATEMENT OF BANCO SABADELL (in thousands of euros)

('000 euros)	30.06.2010	30.06.2009	Change (%)
Interest margin	765,180	813,136	-5.9
Gross Margin	1,247,359	1,311,875	-4.9
Margin before endowments	679,290	719,664	-5.6
Profit attributed to the group	233,620	332,041	-29.6

SHARE DETAILS AND MARKET VALUE OF BANCO SABADELL

	30.06.2010	30.06.2009	Change (%)
Listing (in euros)	3.72	4.45	-16.40
Market value (in '000 euros)	4,464,000	5,340,000	-16.40
Book value per share (in euros)	4.48	3.96	13.13
PER (Price/Earnings ratio)	9.22	8.04	14.68
P/BV (price/book value ratio)	0.83	1.12	-25.89

RELEVANT RATIOS OF BANCO SABADELL (%)

	30.06.2010	30.06.2009	Change (en %)
Comparable ROE comparable (Return attributed/ Average equity)	9.52	15.13	-37.08
ROA (Net return /Total average assets)	0.55	0.83	-33.73
Basic efficiency ratio (1)	42.25	43.06	-1.88
Efficiency ratio (2)	41.91	38.52	8.8
Default rate	4.38	3.19	37.30
Mortgage guarantee coverage rate	121.55	141.37	-14.02

CAPITAL RATIOS OF BANCO SABADELL (BIS REGULATION) (%)

	30.06.2010	30.06.2009	Change (%)
Total (BIS ratio)	10.38	10.05	3.28
TIER 1	8.60	7.78	10.54

ADDITIONAL INFORMATION ON BANCO SABADELL

	30.06.2010	30.06.2009	Change (%)
Number of shares ('000)	1,200,000	1,200,000	0
Number of shareholders	101,225	88,194	14.76
Number of employees	9,746	9,615	1.36
Number of branches in Spain	1,184	1,207	-1.91

3.6. YIELD AND/OR RETURN ON SECURITIES RELATED TO OTHERS THAT ARE NOT THE ASSIGNOR'S ASSETS

N/A.

3.7. SERVICER, CALCULATION AGENT OR EQUIVALENT

3.7.1. Management, administration and representation of the Fund and the bondholders.

GC FTPYME SABADELL 8, FONDO DE TITULIZACIÓN DE ACTIVOS shall be formed by Gesticaixa, S.G.F.T., S.A. as the Fund Manager empowered to act as such and consequently to act as the servicer and legal representative of the Fund pursuant to the provisions of Royal Decree 926/1998 of 14 May which regulates asset securitisation funds and the managers of asset securitisation funds.

The Fund Manager will perform for the Fund those functions attributable to it in Royal Decree 926/1998.

The Fund Manager, as the manager of unrelated business, shall also represent and defend the interests of the bondholders and of the rest of the ordinary creditors of the same. Consequently, the Fund Manager will limit its actions to the defence of those interests in accordance with the laws in force at any given time.

The bondholders and other ordinary creditors of the Fund will not have any action against the Fund Manager, except for the breach of its duties or the failure to observe the provisions set forth in the Deed of Formation and the Prospectus.

3.7.1.1. Administration and representation of the Fund

The obligations and actions of the Fund Manager in fulfilment of its administrative and legal representation functions of the Fund include but are not limited to the following:

- (i) Manage the Fund with the objective that its patrimonial value be null at every moment;
- (ii) Carry out the accounting of the Fund, with due separation from its own accounting, effectuate the rendering of accounts and carry out the fiscal obligations or any other legal obligations corresponding to the Fund.
- (iii) Verify that the revenues received by the Fund match the revenues which the Fund should receive pursuant to the different agreements from which those revenues are derived. If necessary, it shall exercise all legal or out-of-court actions that are necessary or appropriate in order to protect the rights of the Fund and of the Bondholders;

- (iv) Use the Fund's revenues to satisfy the Fund's payment obligations in accordance with the Deed of Formation and the Prospectus.
- (v) Extend or modify the contracts signed on behalf of the Fund to allow the Fund to operate under the terms set forth in the Deed of Formation and the Informative Prospectus and the legislation in force at all times, provided that authorisation is obtained from the competent authorities as needed, the Rating Agencies are notified; and the interests of the Bondholders are not jeopardised or the ratings assigned to the Bonds by the Rating Agencies are not jeopardised.
- (vi) Perform the calculations it is obliged to perform under the Interest Swap Agreement.
- (vii) Replace each one of the service providers of the Fund under the terms provided for in the Deed of Formation and in the Prospectus, as long as this is allowed by the legislation in force at any given time. In any circumstances, these acts shall require the prior authorisation from the competent authorities, if these are required, and notification to the Rating Agencies, and providing that these actions are not detrimental to the interests of the Bondholders or do not jeopardise the rating awarded to the Bonds by the Rating Agencies. In particular, should the Assignor default on its duties as the servicer of the Credit Rights, the Fund Manager will take the necessary measures to ensure the proper administration of the Credit Rights.
- (viii) Issue the pertinent instructions to the Paying Agent in relation to the Treasury Account and the Amortisation Account and ensure that the amounts deposited therein earn the yields agreed in the respective contracts.
- (ix) Issue the pertinent instructions in relation to the State Warranty.
- (x) Claim from the General Directorate of the Treasury the amounts necessary to pay the principal and interest of the A1(G) and A2(G) Bond Series, pursuant to Order of 10 January 2007.
- (xi) Issue the pertinent instructions to the Paying Agent in relation to the payments to be made to Bondholders and any other entities to whom payments must be made.

- (xii) Determine and make payments under the concept of principal and interest of the Loan for Initial Expenses and of the Loan for the Reserve Fund.
- (xiii) Appoint and, if necessary, replace the Fund auditors with the prior approval of the CNMV if required.
- (xiv) Prepare and forward any information reasonably requested by the Rating Agencies, the CNMV or any other supervisory body.
- (xv) Prepare and submit to governing bodies all documents and information which must be submitted as established by the CNMV; prepare and forward all legally-required information to bondholders.
- (xvi) Take the opportune decision in relation to the settlement of the Fund, including the decision to settle the fund early and to redeem the bond issue early. Likewise, adopt the appropriate decisions in the case of the termination of the formation of the Fund.
- (xvii) Determine the interest rate applicable to each Series of Bonds for each Interest Accrual Period and the principal of each Series to be amortised on each Payment Date.
- (xviii) Exercise the rights inherent to the ownership of the Credit Rights acquired by the Fund.
- (xix) Provide the Bondholders, the CNMV and the Rating Agencies with any and all information and notices required through current legislation.

The Fund Manager will have available for the public all the documentation and information necessary in accordance with the Deed of Formation and the Prospectus.

3.7.1.2. Resignation and substitution of the Fund Manager

Substitution of the Fund Manager

The Fund Manager will be substituted in the administration and representation of the Fund, in conformity with articles 18 and 19 of Royal Decree 926/1998 that are reproduced below and with the subsequent dispositions that may be established as regulations to that effect.

In the event of resignation,

- (i) The Fund Manager may resign from its duties of administration and legal representation of all or part of the funds that it manages when it deems appropriate, by written request to the CNMV, in which the designation of the Fund Manager to be substituted is stated. That document shall be accompanied by another one from the new Fund Manager in which it declares its acceptance of such duties and incorporates the corresponding authorisation.
- (ii) The authorisation of the substitution on the part of the CNMV will be conditioned by the fulfilment of the following requirements:
 - a) The delivery to the new Fund Manager of the accounting and electronic registries by the substituted Fund Manager. Such delivery will only be considered to have taken place when the new Fund Manager can fully assume its role and communicates this circumstance to the CNMV.
 - b) The ratings assigned to the Bonds by Rating Agencies shall not be diminished as a consequence of the proposed substitution.
- (iii) In no case shall the Fund Manager resign from the exercise of its duties until all the requisites and procedures have been fulfilled so that its substitute is able to assume its duties.
- (iv) The expenses that result from the substitution will be charged to the resigning Fund Manager and in no case shall be imputed to the Fund.
- (v) The substitution shall be published, within a period of fifteen (15) days, by means of an advertisement placed in two (2) newspapers of national circulation and in the bulletin of the organised secondary market where the Bonds issued by the Fund are listed. Likewise, the Fund Manager should notify the Rating Agencies of the substitution.

In the case of mandatory replacement,

- (i) When the Fund Manager is declared in receivership, it should proceed to find a Fund Manager to replace it, in accordance with that foreseen by the above paragraph.

- (ii) Providing that, in accordance with the previous section, four (4) months have elapsed since the determining event for substitution and a new Fund Manager has not been found willing to take on the management, the Fund shall be settled early and the Bonds issued against the Fund shall be amortised early.

The Fund Manager will be obliged to grant the public and private documents necessary for it to be substituted by the other Fund Manager, in conformity with the foreseen regime of the prior paragraphs of this section.

The replacement Fund Manager shall assume all of the rights and obligations which, pursuant to the Deed of Formation and the Prospectus, correspond to the Fund Manager. Likewise, the Fund Manager shall hand over to the substituting Fund Manager all the documents and accounting and computer registries to the Fund that are in its power and possession.

3.7.1.3. Subcontracting

The Fund Manager shall be authorised to subcontract or delegate to third-parties of recognised solvency and capacity, the rendering of any of the services that must be performed in the course of its duties as legal representative and Servicer of the Fund, in accordance with that established in the Deed of Formation and in this Prospectus, providing the subcontractor or delegate has waived the right of any action to claim liability against the Fund. In any case, subcontracting or delegation of any service: (i) may not involve any additional cost or expense to the Fund, (ii) must be legally possible, (iii) shall not give rise to a downgrade in the rating granted to any of the Series of Bonds by the Rating Agencies, and (iv) shall be notified to the CNMV, with the prior authorisation of this body whenever legally required. Notwithstanding any subcontracting or delegation, the Fund Manager shall not be exonerated or discharged from any of its responsibilities assumed by virtue of the Deed of Formation and the Prospectus that are attributable or demandable by law by virtue of such subcontracting or delegation.

3.7.1.4. Remuneration of the Fund Manager

On each Payment Date, commencing with the first Payment Date (included), the Fund Manager shall receive a management fee that shall accrue on a quarterly basis, depending on the Outstanding Principal of the Bonds. Said commission shall be understood as gross, in the sense that it shall include all direct or indirect taxes or withholding applicable thereto. That commission is included in the calculation of

the ordinary Fund expenses for the first year, as shown in section 6 of the Prospectus Schedule.

If the Fund Manager is replaced as provided for in the next section, the payments mentioned therein may be modified as a consequence of the selection of a replacement Fund Manager, but only after the new conditions are agreed with the Assignor.

3.7.2. Administration and custody of the securitised assets

Banco Sabadell, as the Assignor of the Credit Rights to the Fund, pursuant to the provisions of Article 2.2.b) of Royal Decree 926/1998, shall continue to be responsible, as the Fund's agent represented by the Fund Manager, for the administration and management of the Credit Rights. The relationship between Banco Sabadell and the Fund, represented by the Fund Manager, as regards the custody and administration of the Credit Rights and depository of the Mortgage Participations and Mortgage Transfer Certificates, is regulated in the Administration Contract.

Banco Sabadell shall accept the mandate received from the Fund Manager in the Administration Contract. Within the framework of its mandate, Banco Sabadell may take any actions it considers reasonably necessary or appropriate, employing the same diligence and procedures to recover the unpaid amounts of the Credit Rights as if the credits rights were a part of its own portfolio. To this end, it may take the customary actions in this type of situation.

In all cases and in the event of the non-payment of any principal or interest on a Mortgage Participation or Mortgage Transfer Certificate due to non-payment of the Mortgage Loan by the obligor, the Fund Manager, on behalf of the Fund as the holder of the Mortgage Participations and Mortgage Transfer Certificates, shall be vested with all of the powers foreseen in article 31 of Royal Decree 716/2009.

In the event of the situations of concurrence regulated in part b) of article 31 of Royal Decree 716/2009, the remaining proceeds will be distributed in the manner described in the said article.

Under any of the circumstances described in parts c) and d) of articles 31 of Royal Decree 716/2009, the Fund Manager, in representation of the Fund, may ask a competent Judge or Notary Public to commence or continue the mortgage

foreclosure proceedings. Said request shall be accompanied by the original Mortgage Participation/Mortgage Transfer Certificate with the breakdown, the notarised summons mentioned in part (c) above and a certificate of the registration and existence of the mortgage in the register. Banco Sabadell shall be obliged to issue a certificate of the outstanding balance of the Mortgage Loan.

Likewise, in these cases in which the Fund Manager, in representation of the Fund, assumes the position of Banco Sabadell in the procedures instigated by the latter or initiates a process of mortgage foreclosure, the Fund Manager shall proceed with the sale of the adjudicated properties in the shortest possible period under market conditions.

The Assignor shall have the right to first refusal for the purchase of those properties that had been mortgaged in guarantee of the Loans that it administers and which are awarded to the Fund, within a period of ten (10) Business Days from the date on which notification is given through the Fund Manager of the intention to transfer the property.

The right of first refusal shall mean that the Assignor may purchase the properties in the best terms and conditions offered to the Fund Manager.

All the operations indicated in this section with regard to the Mortgage Participations and Mortgage Transfer Certificates shall be carried out under the terms set forth under Heading IV of Book III of the Code of Civil Procedure.

With regard to the Mortgage Loans formalised in a public instrument, if the non-compliance were the result of non-payment by the Obligors, the Fund, represented by the Fund Manager, shall have the right to executive action against the Obligors in accordance with the processes set forth for said procedure in the Civil Procedure Code. This right shall be exercised by the Fund Manager, in representation of the Fund, only in the event that the Servicer does not exercise its duties in accordance with habitual use.

Neither the bondholders nor any other creditor of the Fund will have the right to any direct action against the Obligors that have defaulted on their payment obligations. The Fund Manager, as representative of the Fund, is the party that holds said right of action in the terms described in this section.

The Servicer, by reason of its mandates, undertakes as follows:

- i) To exercise the administration and management of the Credit Rights acquired by the Fund under the terms of the regime and ordinary procedures of administration and management set forth in section 2.2.7 of this Supplemental Addendum and the Deed of Formation.
- ii) To continue servicing the Credit Rights, thereby dedicating the same time and attention to them and the same level of skill, care and diligence in the administration of same that it would dedicate and exercise in the administration of its own Credit Rights, and in any event, it shall exercise an adequate level of skill, care and diligence in providing the services within the bounds of that mandate.
- iii) That the procedures that apply and will apply for the administration and management of the Credit Rights are and will continue to be in conformity with applicable laws and legislation in force.
- iv) To carry out the instructions of the Fund Manager with due allegiance.
- v) To indemnify the Fund for damages that may derive through breach of the contractual obligations.

The most relevant terms of the management and administration mandate are set out below in the following paragraphs of this section.

In any event, the Servicer waives the powers and privileges lawfully conferred upon it as the Fund's collections manager and as Servicer of the Loans and as depositary of the corresponding contracts or deeds, specifically as regards the provisions in Articles 1,730 and 1,780 of the Civil Code and 276 of the Commercial Code.

3.7.2.1. Regime and ordinary procedures of administration and management of the Credit Rights

The succinct and summarised description of the regime and ordinary procedures of administration and management of the Credit Rights regulated through the Administration Contract is the following:

1. Custody of deeds, documents and files

The Servicer shall keep all deeds, contracts, documents and data files pertaining to the Credit Rights and shall not abandon the possession, custody or control of same

without prior written consent from the Fund Manager for such purpose, except when a document is required to initiate proceedings for the claim of a Credit Right, or it is demanded by any other competent authority, duly notifying this to the Fund Manager.

The Servicer shall reasonably provide access at all times to said deeds, contracts, documents and records, to the Fund Manager or the Fund auditors, duly authorised to this effect. Likewise, if the Fund Manager requests, the Servicer shall provide, at no charge and within fifteen (15) Business Days following the request, a copy or photocopy of any of the said deeds, contracts and documents.

2. Collections Management

The Servicer shall continue to manage the collection of all amounts that may have to be satisfied by the Obligors and that are derived from the Credit Rights, as well as for any other concept. The Servicer shall use due diligence so that the payment that the Obligors must make will be collected in accordance with the contractual terms and conditions of the Credit Rights.

The payment by the Servicer to the Fund of the amounts received for the Credit Rights that it administers shall be made in the manner described in the preceding section 3.4.5.

3. Setting the Interest Rate.

With regard to the Credit Rights that have a variable interest rate, the Servicer shall continue fixing the said interest rates pursuant to the provisions set forth in the corresponding loan documents or public deeds of the Credit Rights, thereby drawing up the communications and notifications that the contracts establish for this purpose.

4. Information

The Servicer must periodically communicate to the Fund Manager the information relating to the individual characteristics of each one of the Credit Rights, with regard to compliance by the Obligors of their payment obligations through the Credit Rights, with regard to the arrears situation, with regard to the changes made to the characteristics of the Credit Rights, and with regard to the actions of demanding payment in the case of arrears and of judicial actions, all through the procedures and with the periodicity established in the Administration Contract.

Likewise, in the event of non-payment, the Servicer shall prepare and surrender any additional information requested by the Fund Manager with regard to the Credit Rights or the rights derived from same.

5. Subrogation of the Credit Rights.

The Servicer shall be authorised to allow substitutions in the position of the Obligor in the loan documents or public deeds pertaining to the Credit Rights, exclusively in the cases where the characteristics of the new Obligor are similar to those of the old obligor and the characteristics fit the criteria for granting these financial operations, described in the memorandum on the criteria for granting financial operations attached to the Fund Formation Deed and outlined in Section 2.2.7 of this Supplemental Addendum, and as long as the expenses derived from this modification are paid in their entirety by the Obligors.

The Fund Manager can limit in whole or in part this legal authority of the Servicer or establish conditions to the same, in the event that said substitutions could negatively affect the ratings granted to the Bonds by the Rating Agencies.

6. Powers and actions related to the process of renegotiation of the Credit Rights

The Servicer may not draw up new loan documents or public deeds for the Credit Rights without the consent of the Fund Manager, or condone in full or in part any of the outstanding regular instalments, or in general, perform any action that could reduce the rank, legal efficacy or economic value of the Credit Rights.

In particular, as regards the following:

a) Renegotiating of the interest rate

In no case will the Servicer be able to commence, at its own initiative, renegotiations of the interest rate that could result in a decrease in the interest rate applicable to a Credit Right, without a request from the Debtor.

Without prejudice to that which will be determined next, all renegotiation of the interest rate signed by the Servicer, will take place only with the prior written consent of the Fund Manager, in representation of the Fund. The Servicer should

request said consent of the Fund Manager as soon as it is aware that a Debtor requests a renegotiation. However, the Fund Manager shall initially authorise the Servicer to strike up and to accept renegotiations of the interest rate applicable to the Credit Rights, requested by the Debtor, without the need for prior consent of the Fund Manager, subject to the following requirements of generic qualification:

- i) Without prejudice to the provisions determined in the following section ii), the Servicer may renegotiate the clause of the rate of interest of the Credit Rights under conditions that are considered to be market conditions and are not different from those that the Servicer would apply in a renegotiation or in the granting of its financial operations. For these purposes, the rate of interest shall be taken as the market rate of interest offered by credit institutions in the Spanish market for financial operations of a similar amount and featuring conditions that are similar to the corresponding Credit Right.
- ii) Notwithstanding the foregoing, the Servicer may not renegotiate the interest rate if on a Determination Date, the average weighted spread of the Credit Rights for the outstanding balance pending maturity of the Credit Rights is less than 0.50%. Under no circumstances can the variable rate Credit Rights be renegotiated at a fixed rate.
- iii) The renegotiation of the interest rate applicable to a Lease shall under no circumstance be modified to a variable rate of interest with a benchmark index that is different from the benchmark rates or indexes that the Servicer uses for the financial operations granted by this party.

b) Extension of the maturity date

The date of final maturity of the Credit Rights may be deferred subject to the following rules and limitations:

- i) In no case will the Servicer be able to begin by its own initiative, that is, without being requested to by the Obligor, the modification of the final due date of the Credit Right, which could lead to an extension of the same. The Servicer, without encouraging the extension of the maturity date, should act in relation to said extension always with the interests of the Fund in mind.
- ii) The amount that is the sum of the capital or principal of the Credit Rights assigned to the Fund for which a deadline extension occurs to the maturity date shall not exceed 10% of the Initial Balance of the Credit Rights.

- iii) The due date of a particular Credit Right may be extended as long as the following requirements are met:
 - a) In all cases, the frequency of the instalment payments of the capital or principal of the Credit Right shall be maintained or reduced, while maintaining the same amortisation system.
 - b) The last date of amortisation of the Credit Rights may be extended up to 30 June 2041 at most.

The Fund Manager, in representation of the Fund, will be able, in any given moment, to cancel, suspend or modify the authorisation and requirements for the renegotiation on the part of the Servicer that are established in this section, or in the case of modification, that it had previously authorised. In any case, all renegotiation of the interest rate or due date for the Credit Rights being or not being generically modified shall be undertaken and resolved with the interests of the Fund in mind.

If any renegotiation of a Credit Right takes place, the Servicer will immediately notify the Fund Manager of the conditions resulting from each renegotiation. Said communication will be made through the logic file or electronic file foreseen for updating the conditions of the Credit Rights.

The contractual documents that document the novation of the renegotiated Credit Rights shall be kept by the Servicer, pursuant to the provisions set forth in part 1 of this section.

7. Extension of the mortgage.

If, at any time, the Servicer becomes aware for any reason that the value of a mortgaged property that was guaranteeing an initial drawdown had decreased by more than the legally allowed percentages, then, in accordance with Articles 5 and 9 of Royal Decree 716/2009, the Servicer shall request the following from the Mortgage Obligor in question, in the lawfully prescribed manner:

- a. The extension of the mortgage to include other assets that are sufficient to cover the required ratio between the value of the asset and the Mortgage Loan it guarantees; or

- b. Repayment of the entire Mortgage Loan or the part that exceeds the amount resulting from applying the percentage initially used to determine the amount of the current valuation.

If the Obligor does not extend the mortgage or repay the percentage of the Mortgage Loan referred to in the preceding paragraph within two (2) months of being requested to do so, it will be understood that the debtor has chosen to repay the total amount of the Mortgage Loan. Said payment shall be immediately demanded by the Servicer.

8. Action against the Obligors in case of non-payment of the Credit Rights

Action in the case of delay

The Servicer shall apply equal diligence and procedure for claiming the amounts of the Credit Rights owed and not paid as with the rest of the Credit Rights in its portfolio.

In the case of a breach of the payment duties by the Obligor, the Servicer shall carry out the actions described in the Administration Contract, wherefore it shall adopt the measures that it would normally take as if it involved the Credit Rights in its own portfolio, in accordance with good uses and banking practices for the collection of amounts owed. The Servicer shall make advance payment of all expenses necessary to carry out the said actions, without prejudice to its right to be reimbursed by the Fund. These actions logically include all judicial actions that the Servicer considers necessary for the claim and collection of the amounts due by the Obligors.

Judicial Actions

The Servicer and Fund Manager, as applicable, as the legal representative of the Fund, shall exercise the pertinent judicial actions against all Obligors not fulfilling their payment obligations stemming from the Credit Rights. Said action shall preferably be exercised through the corresponding legal enforcement proceedings in conformity with the provisions set forth in Article 517 and the following of the Civil Procedure Act. If this is not possible, the Servicer and Fund Manager shall commence any necessary judicial or out-of-court actions.

For the foregoing purposes and for the purposes of the provisions set forth in articles 581.2 and 686.2 of the Civil Procedure Act, as well as wherever necessary, the Fund Manager in the Formation Deed bestows power of attorney as broad as

may be required by law in favour of Banco Sabadell so that the latter, acting through any of its representatives with sufficient authority to that end, may, in name and representation of the Fund Manager as legal representative of the Fund, demand, through any judicial or extra-judicial means, that the Obligor of any of the Credit Rights pay its debt and carry out legal action against these parties, in addition to other faculties required for the exercise of its functions as Servicer. These faculties may be extended or modified through another deed if necessary.

In particular, the Servicer is bound to:

- i) Exercise any judicial or extra-judicial actions that may correspond to the Fund against the Obligor.
- ii) Perform all acts that may be necessary or appropriate for effectively exercising such actions.

In all cases, with respect to the Credit rights stemming from the Mortgage Loans, the Fund Manager, on behalf of the Fund, shall exercise all the powers foreseen in Article 31 of Royal Decree 716/2009.

To that end, with respect to the Credit Rights it administers, the Servicer empowers the Fund Manager to, on behalf of the Fund, demand payment from mortgage obligors, all without prejudice to any other powers that could correspond to the Fund by virtue of the terms of foregoing article 31 of Royal Decree 716/2009.

In relation to the Credit Rights, the Servicer must, in general, file a suit for enforcement if, during a period of six (6) months, the Obligor of a Credit Right that has defaulted on its payment obligations has not resumed payments to the Servicer, and the Servicer, with the consent of the Fund Manager, fails to obtain a satisfactory promise of payment for the interests of the Fund. The Servicer, in any case, should proceed immediately to file the suit for enforcement if the Fund Manager, in representation of the Fund and subject to prior analysis of the specific circumstances, deems it appropriate.

In the event of six (6) months passing from the earliest non-payment without the Obligor resuming its payments or without restructuring, if the Servicer has not filed an executive demand without sufficient reason to justify it, the Fund Manager, as legal representative of the Fund, shall initiate the pertinent judicial or extra-judicial actions to claim the debt in full, and if there is not sufficient cause justifying failure

to file this demand, it may proceed directly to file the demand, without prejudice to the liabilities incurred by the Servicer in this case.

In the case of the proceedings started by the Servicer being halted without sufficient cause to justify this, the Fund Manager, as legal representative of the Fund, shall continue that already started by the Servicer, if this is permitted, and in all cases subject to the applicable legislation. In particular, in relation to the Mortgage Participations and Mortgage Transfer Certificates, in the event of halting any action started by the Assignor without sufficient cause, the Fund Manager (on behalf of the Fund) may, as applicable, take the place of the Assignor and continue with the judicial action.

In all cases, the Fund Manager may, under the terms foreseen in the applicable legislation, ask for the awarding of the property or properties and rights subject to mandatory disposal, to pay its credit, in any actions commenced to demand enforcement of the Credit Rights.

Once the judicial or extra-judicial actions have been commenced to claim amounts owed by an obligor, the Servicer shall in all cases safeguard the interests of the Fund, by carrying out the actions that cause the least harm to the Fund during the course of the pertinent proceedings.

The Servicer is obliged to promptly inform about all extra-judicial payment requests submitted to the Obligors. Likewise, the Servicer shall inform every month about the status of the judicial action or extra-judicial action initiated against the Obligors (the filing of the demand, the execution procedure, the judicial request for payment, the opposition of the Obligor, the initiation of legal proceedings for collection and the conclusion of the process), and of any other circumstances affecting collection of the past due amounts payable on the Credit Rights. Likewise, the Servicer will provide the Fund Manager with all the documentation that the latter may request in relation to the said Credit Rights and, in particular, the documentation necessary for the commencement of judicial or extra-judicial actions by the Fund Manager, if applicable.

In particular, the Servicer undertakes to notify the Fund Manager of the places, dates and conditions of the auction of goods, property or properties and rights, no later than fifteen days after notification of the judicial decision ordering the holding of the auction so that the Fund Manager can take the measures it deems appropriate and issue instructions in this respect to the Servicer, in a timely manner.

The Servicer undertakes to attend the auctions, but during such auctions it shall heed the instructions it has received from the Fund Manager, in such a way that they shall only announce the position or request the awarding of the good in favour of the Fund, in strict compliance with the instructions received from the Fund Manager. In the absence of such instructions, the Servicer shall act in accordance with the specific circumstances of the case, in the manner it deems appropriate and subject to identical procedures as for the rest of the loans in its portfolio, in all cases safeguarding the Fund's interests.

In the case that any property or properties are awarded to the Fund, the Fund Manager shall proceed to sell, dispose of or convert them into liquid assets them as soon as possible, in market conditions.

The functions of the Servicer include that of supervising that sale, disposal or conversion. Specifically, the Servicer undertakes to gather all the necessary documents for the sale, disposal or conversion and send them to the Fund Manager (including all judicial documents, and as applicable, the deed of sale), and to coordinate the sale, disposal or conversion of the good or right with a notary public whose intervention, if applicable, has been decided on.

Furthermore, in relation with the properties awarded to the Fund as a consequence of executing the guarantees associated with the Mortgage Loans assigned by it to the Fund, as by any other procedure, the Servicer undertakes to: (i) find a real estate agency and execute, jointly with it, all the necessary actions to sell the property (in the event that the Servicer has no real estate department or similar department of its own);and (ii) carry out all the necessary actions and formalities with the Land Registry in relation to the sale of the property.

The Assignor shall have right of first refusal for the purchase of the property or properties awarded to the Fund during a term of ten (10) Business Days from the date on which the Fund Manager notified it of the intention to sell the property or right. The right of first refusal shall imply that the Servicer may acquire the property under the same terms that have been offered to the Fund Manager.

9. Insurance for damage and fire to the mortgaged real estate

The Servicer shall not take or rule out any measure whose result is the cancellation of any insurance policy for damages and fire to the mortgaged real estate or that reduces the amount to be paid in the event of a claim on that policy. The Servicer shall exercise due diligence and, in any case, exercise the rights that the insurance

policies or that the Mortgage Loans confer on it with the object of maintaining said policies in force with full effect (or any other policy that grants equivalent cover) in relation to each Mortgage Loan and the corresponding property.

The Servicer, in case of an accident, shall coordinate the collection of the compensation arising from the fire and property damage insurance policies on the mortgaged property in accordance with the terms and conditions of the Mortgage Loans and the policies themselves, crediting to the Fund, if applicable, the amounts of principal and interest assigned to the Fund. Banco Sabadell shall bear the costs incurred as a result of (i) the non-existence of a property damage insurance policy or (ii) non-payment of any insurance policy premiums on the mortgaged properties.

10. Compensation

In the event that any of the Obligors of the Credit Rights maintains a right to a cash credit, due and enforceable against the Servicer and, as such it results that any of the Credit Rights is totally or partially compensated against such right of credit, pursuant to the third paragraph of article 1198 of the Civil Code, the Servicer shall remedy such circumstance or, if it is not possible to remedy it, the Servicer shall proceed to deposit in the Fund the amount that had been compensated plus the interest accrued that would have corresponded to the Fund up until the day in which the deposit is made, calculated in accordance with the applicable conditions of the corresponding Credit Right.

11. Subcontracting

Banco Sabadell may subcontract or delegate any of the services that it has undertaken to provide as Servicer, except those that cannot be delegated in accordance with applicable regulations, to third parties of recognised solvency and capacity, to provide any of the services, providing that the ratings granted to the Bonds by the Rating Agency are not down-ranked and providing that the subcontractor or delegate has waived the right to any action claiming liability against the Fund, as well as extinguishing the aforementioned subcontracts and/or delegations. That subcontracting or delegation may not involve any additional cost or expense for the Fund or the Fund Manager. Notwithstanding any subcontracting or delegation, the Servicer will not be exonerated or liberated, through such subcontracting or delegation, from any of its responsibilities assumed by virtue of the Administration Contract, in this Prospectus and in the Administration Contract or any contracts that are legally attributable or binding on it.

12. Notifications

The Fund Manager and the Assignor have agreed not to notify the respective Obligors of the assignment. To this end, notification is not a requirement for the validity of the assignment of the Credit Rights.

However, the Assignor shall grant the broadest powers allowed by law to the Fund Manager so that the latter may, on behalf of the Fund, notify the Obligors of the assignment when it deems such action appropriate.

However, in the event of bankruptcy or any indication of receivership by the Bank of Spain, of winding up or replacement of the Servicer or if the Fund Manager considers it reasonably justified, the Fund Manager may require that the Servicer notify the Obligors of the transfer to the Fund of the Credit Rights pending payment and of the fact that the payments associated therewith shall only release them from their obligations if they are made into the Treasury Account opened in the Fund's name. However, if the Servicer fails to notify the Obligors within ten (10) Business Days of being required to do so or in the event of receivership or bankruptcy of the Servicer, the Fund Manager itself shall notify the Obligors directly.

The Assignor shall pay for the cost of notifying the obligors, even if the notice is made by the Fund Manager.

3.7.2.2. Term and substitution

The services will be rendered by the Servicer until, once the totality of the Credit Rights acquired by the Fund are amortised, the obligations assumed by the Servicer are extinguished, in so far as it is the Assignor of the rights, or when the liquidation of the Fund may conclude, without prejudice to the possible early revocation of its mandate in conformity with the terms set forth below.

Mandatory replacement: In the event of bankruptcy of the Servicer or intervention by the Bank of Spain, or an event of breach by the Assignor, as Servicer of the Credit Rights, of the obligations that the Administration Contract imposes on this party or in the event of the decrease or forfeiture of the credit rating of the Servicer or change in its financial situation that entails detriment or risk for the financial structure of the Fund or the rights and interests of the Bondholders, in addition to requesting the Servicer to comply with its obligations through the Administration Contract, the Fund Manager shall proceed to carry out the following if legally entitled to do so and following communication to the Rating Agencies:

- (i) demand that the Assignor subcontract or delegate the performance of the obligations and commitments assumed in the Administration Contract to another entity;
- (ii) underwrite the totality of the Servicer's obligations through a third party entity with a credit qualification and rating that is sufficient;
- (iii) terminate the Administration Contract, in which case the Fund Manager must previously designate a new Servicer that has sufficient credit quality and agrees to accept the obligations set forth in the Administration Contract or, if appropriate, in a new administration contract.

Furthermore, in the event of a corporate, regulatory or court decision ordering the liquidation, winding-up or receivership of the Assignor, or if the Assignor were to file for bankruptcy or if a request filed by a third party were admitted, the Fund Manager would be entitled to replace the Assignor as the Servicer provided that such replacement is permitted by law.

The new servicer will, if applicable, be designated by the Fund Manager following consultation with the competent administrative authorities so that the ratings assigned to the Bonds by the Rating Agency are not jeopardised, wherefore the latter shall be notified of the said designation. The Fund Manager shall agree with the new Servicer on the amount to be received and against the Fund.

Voluntary replacement: If allowed by applicable legislation, the Assignor may ask to be replaced as the servicer of the Credit Rights. The Fund Manager shall authorise the replacement provided always that the Assignor has found a replacement to act as the servicer and that the ratings assigned by the Rating Agencies will not be affected.

In the event of replacement, either mandatory or voluntary, the Assignor shall make all necessary and corresponding documentation and computer records available to the new Servicer so that it may perform its functions.

The mandate granted by the Fund Manager, on behalf of the Fund, to the Servicer will be lawfully terminated if the Rating Agencies fail to confirm as final the provisional ratings of each of the Series before the start of the Subscription Period.

Any additional cost or expense derived therefrom will be covered by the Administration but never by the Fund or the Fund Manager.

3.7.2.3. Responsibility of the Servicer and indemnification

In no case will the Servicer have any liability regarding the obligations of the Fund Manager in its capacity as servicer of the Fund and manager of the interests of the Bondholders, or in relation to the obligations of the Obligors derived from the Credit Rights, without prejudice to the liabilities assumed by the same in the Formation Deed as the Assignor of the Credit Rights acquired by the Fund.

In accordance with the provisions set forth in Royal Decree 926/1998 and in Law 19/1992, the Bondholders will run the risk of default on the Credit Rights. As such, the Assignor does not assume any liability for the default of the Obligors, whether of the principal or of the interest that they could owe by virtue of the Credit Rights.

The Servicer assumes the duty to indemnify the Fund or the Fund Manager for any damage, loss or expense that latter may have incurred due to the breach by the Servicer of its duties regarding the administration, management and information of the Credit Rights and the custody of the documents whereby they may be formally executed.

The Fund Manager, in representation and on behalf of the Fund, shall have the corresponding actions for the effectiveness of the maturity dates of the Credit Rights, when a breach is not a consequence of the Obligors failing to pay the said Credit Rights.

Neither the Bondholders nor any other creditor of the Fund will be entitled to any action against the Assignor, rather the Fund Manager, as the representative of the Fund holding the Credit Rights, shall be entitled to such actions.

3.7.2.4. Remuneration of the Servicer

In consideration for the custody, administration and management of the Credit Rights, the Servicer shall be remunerated quarterly on each Payment Date by an amount equal to 0.01% of the Outstanding Balance of the Credit Rights on the immediately preceding Fund Payment Date. Said commission shall be understood as gross, in the sense that it shall include all direct or indirect taxes or withholding applicable thereto.

If the Assignor is replaced as the Servicer, the corresponding Administration Commission, which may be higher, would be moved to number (i) (one) of the Cash Flow Waterfall of the Fund described in section 3.4.6 above.

3.8. NAME, ADDRESS AND BRIEF DESCRIPTION OF ANY COUNTERPARTY FOR SWAP, CREDIT, LIQUIDITY OR ACCOUNT OPERATION

Banco Sabadell is the Fund's counterparty in the operations listed below.

(i) Treasury Account:

Account opening contract at guaranteed interest rate (Treasury Account). Description in section 3.4.4.1 of this Supplemental Addendum

(ii) Amortisation Account:

Account opening contract at guaranteed interest rate (amortisation account). Description in section 3.4.4.2 of this Supplemental Addendum

(iii) Loan for Initial Expenses:

Loan contract for initial expenses. Described in section 3.4.3.1 of this Supplemental Addendum

(iv) Loan for the Reserve Fund:

Loan Agreement for the Reserve Fund. Described in section 3.4.3.2 of the Supplemental Addendum.

(v) Interest Rate Swap:

Interest rate Swap Agreement. Described in section 3.4.7.1 of this Supplemental Addendum.

4. POST ISSUE INFORMATION

4.1. DUTIES AND FORECAST DEADLINES FOR MAKING THE PERIODIC INFORMATION ON THE FINANCIAL-ECONOMIC SITUATION OF THE FUND AVAILABLE TO THE PUBLIC AND FOR SUBMISSION OF SAME TO THE COMISIÓN NACIONAL DEL MERCADO DE VALORES (CNMV)

The Fund Manager, as the servicer and manager of the Fund, undertakes to provide, as quickly as possible or by the established deadlines, the information described below and any additional information reasonably requested of it.

4.1.1. Ordinary periodic notifications

The Fund Manager will have all the necessary documentation and information available for the public in accordance with the fund formation deed.

1. In the period covered between the Determination Date and a maximum of three (3) Business Days following each Payment Date, the Fund Manager shall proceed to communicate the Nominal Interest Rate applicable to each class of Bonds for the following Interest Accrual Period to the Bondholders.
2. Every quarter, a minimum of one (1) Business Day before each Payment Date, the Fund, through its Fund Manager, shall notify the Bondholders of the interest from the Bonds of each Series, together with the redemption of same, as applicable, in addition to the following:
 - (i) The real Early Amortisation rates of the Credit Rights of the preceding Determination Period;
 - (ii) The average residual life of the Bonds, estimated following the hypotheses of maintaining the said real early amortisation rate of the principal of the Credit Rights and following the rest of the hypotheses set forth in section 4.10 of the Prospectus Schedule.
 - (iii) The Outstanding Balances of Principal, following the amortisation to be settled on each Payment Date of each Bond Series, and the percentages that said Outstanding Balances Principal represent over the initial face value of the Bonds.

- (iv) If appropriate, the Bondholders shall be informed of the amounts of interest and redemption accrued but unpaid due to a shortage of Available Funds, in accordance with the Priority Payment Rules.

The previous notifications shall likewise be communicated to Iberclear, CNMV, the Paying Agent and the AIAF Fixed Income Market at least two (2) Business Days before each Payment Date.

- 3. Pursuant to the terms of Circular 2/2009, the first public and reserved statements of information to be sent to the CNMV with the formats, preparation criteria, frequency and specific payments by the same, shall be those corresponding to 30 December 2010. Such information shall be issued every six months.

In addition to the information given based on the terms of Circular 2/2009, the information set out in sections 1 and 2 above in relation to the Bonds shall be sent, which shall continue to be sent every quarter, in the manner described earlier in this section.

All information of a public nature about the Fund may be found at the domicile of the Fund Manager, on the website of the Fund Manager (www.gesticaixa.com), in the Subscription Entity, in the AIAF Fixed Income Market (www.aiaf.es) and in the CNMV Registry.

4.1.2. Extraordinary notifications.

1. For the purposes of the formation of the Fund and the issue of the Bonds, once the Deed of Formation has been granted, the Fund Manager, on behalf of the Fund, shall proceed to make the required notification of the formation of the Fund and of the issue of the Bonds, as well as the Nominal Interest Rate on the series of Bonds applicable to the first Accrual Interest Period, which shall be taken as the period between the Closing Date and the first Payment Date. The foregoing notification shall be made in accordance with the procedure set forth in this Prospectus. Any calendar day is appropriate for said publication, whether or not a Business Day.

2. The Fund Manager, representing and on behalf of the Fund, shall inform the Bondholders of any relevant fact that could arise in relation to the Credit Rights, the Bonds, the Fund and the Fund Manager, that could have a considerably effect on the trading of the Bonds and, in general, any relevant change in the assets or liabilities

of the Fund. The Fund Manager, on behalf of the Fund, will inform the holders of the Bonds of the possible decision of Early Amortisation of the Bonds for any of the reasons set forth in this Prospectus. In this event, the Fund Manager will forward the Notarised Deed of Liquidation to the CNMV along with an indication of the settlement procedure followed.

All of the foregoing circumstances shall be reported to the CNMV and the Rating Agencies in advance.

4.1.3. Procedure for notifying Bondholders

All notifications that the Fund Manager must make to the Bondholders about the Fund as a result of the aforementioned shall be made as follows:

1. Ordinary notifications.

Ordinary notifications shall be made through publication either in the daily newsletter of the AIAF Fixed Income Market, or any other that replaces this, or of similar characteristics, or through publication in a popular newspaper in Spain, whether of an economic/financial nature or of a general nature. Moreover, the Fund Manager or the Paying Agent may release such information or other information of interest to the Bondholders, through the financial-market dissemination systems such as Reuters, Bridge Telerate, Bloomberg or any other of similar characteristics.

2. Extraordinary notifications.

Extraordinary notifications shall be made through publication either in the daily newsletter of the AIAF Fixed Income Market, or any other that replaces this, or of similar characteristics, or through publication in a popular newspaper in Spain, whether of an economic/financial nature or of a general nature. These notifications shall be considered given on the date of publication thereof and are valid for any day of the calendar, whether or not a Business Day (in accordance with the provisions set forth in this Prospectus).

Under exceptional circumstances, for the first Interest Accrual Period, the Nominal Interest Rate for Bonds in each of the Series shall be communicated to the Lead Manager in writing by the Fund Manager prior to the start of the Subscription Period. The Fund Manager shall likewise notify the CNMV, the Paying Agent, the AIAF Fixed Income Market and Iberclear.

3. Notifications and other information

The Fund Manager may make notifications and other information of interest to Bondholders available to them through its own website or other tele-transmission methods of similar characteristics.

4.1.4 Information to the Comisión Nacional del Mercado de Valores (CNMV).

The Fund Manager shall inform the CNMV of the notifications and information made available in accordance with the provisions set forth in the previous sections. This applies to both ordinary information and extraordinary information as well as any other information required by the CNMV or by the laws in force at any given time.

4.1.5 Information to Rating Agencies.

The Fund Manager shall periodically provide Rating Agencies with information on the Fund's status and the performance of the Credit Rights in order to enable them to track the Bond ratings and to make the pertinent extraordinary notifications. It shall likewise provide said information whenever reasonably requested to do so and in any case, whenever there is a significant change in the conditions of the Fund or the contracts signed by the Fund through the Fund Manager or a change in the interested parties.

Xavier Jaumandreu Patxot, on behalf of GESTICAIXA, S.A., SOCIEDAD GESTORA DE FONDOS DE TITULIZACIÓN, as its Managing Director, has signed this Prospectus on 15 September 2010.

GLOSSARY OF DEFINITIONS

“Administration Commission” means the remuneration received by the Servicer in return for the custody, administration and collections management of the Credit Rights.

“Administration Contract” means the contract regulating the custody and administration of the Credit Rights between the Fund Manager, on behalf and representation of the Fund and Banco de Sabadell, S.A., as Servicer of the Credit Rights.

“Amortisation Account” means the financial account opened in the Fund's name at Banco de Sabadell, pursuant to the Contract for Opening the Guaranteed Interest Rate Account (Amortisation Account) into which the Fund Manager, on behalf of the Fund, shall deposit, on each Payment Date during the first eighteen (18) months approximately following the Formation Date, the Available Funds for Amortisation in sixth (vi) position of the Cash Flow Waterfall for the amortisation of Series A2(G) during that period, as established in section 4.9.4. of the Prospectus Schedule.

“Amortisation Deficit” means the positive difference, if any, between a) the Theoretical Amortisation Amount and b) the Available Amount for Amortisation.

“Assignor” means Banco de Sabadell, S.A., the Assignor of the Credit Rights pooled into the Fund.

“Auditor” means Ernst & Young, S.L.

“Available Amount for Amortisation” , means the amount equal to the smaller of the following amounts: 1) the Theoretical Amount for Amortisation , and 2) the Available Funds on the Payment Date, having deducted the amounts corresponding to the items indicated in sections (i) to (v) of the Cash Flow Waterfall.

“Available Funds” means all the amounts credited to the Treasury Account.

“Available Funds for Amortisation” means, on each Payment Date: (a) the balance of the Amortisation Account exclusively on the Payment Date 20 April 2012 and (b) the Available Amount for Amortising withheld in (vi) (sixth) place of the Cash Flow Waterfall on the corresponding Payment Date.

“Average Weighted Nominal Interest” means the rate of interest that results from i) the product obtained from multiplication of each of the Balances of Outstanding Principal of the Bonds by the corresponding Nominal Interest Rate, established on each of the Determination Dates for each Bond Series, divided by ii) the sum of the Outstanding Balances of Principal of the Bonds.

“Banco Sabadell” means Banco de Sabadell, S.A.

“Bankruptcy Act” means Law 22/2003, dated 9 July, governing bankruptcy.

“Benchmark Interest Rate” means, with the exception of the First Interest Accrual Period, the three-month (3) EURIBOR or, if this is replaced, the one substituting it as set forth in section 4.8.1.4 of the Prospectus Schedule.

“Bond Issue Management, Underwriting, Placement and Subscription Contract” means the Bond Issue Management, Underwriting, Placement and Subscription Contract signed by the Placement Entities of Series A1(G) and Series A2(G), the Underwriting Entity of Series A1(G) and Series A2(G) and the Subscription Entity of the Bonds of Series A3 and B.

“Bond Issue” or **“Issue”** means the securitisation bonds issued against the Fund for an amount equal to or less than the face value of ONE BILLION (1,000,000,000) euros, composed of TEN THOUSAND (10,000) bonds with a face value of one hundred thousand (100,000) euros each, pooled into the following classes: Class A and Class B.

“Bonds” means the Series A and Series B Bonds issued by the Fund.

“Business Day” means any day other than (i) a holiday in Madrid, (ii) a holiday in Barcelona, or (iii) a non-Business Day on the TARGET (*Trans European Automated Real-Time Gross Settlement Express Transfer System*) calendar.

“Cash Flow Waterfall at Liquidation” means the order of priority of the Fund's payment or withholding duties for application of the Available Funds for Liquidation on the Legal Final Maturity or on the Payment Date on which the Clean-up Call may take place.

“Cash Flow Waterfall” means the order of priority for the application of the payment or withholding duties of the Fund both for applying the Available Funds and for distributing the Available Funds for Amortisation.

“CET” means *Central European Time*.

“Circular 2/2009” means Circular 2/2009, of 30 March 2009, of the Comisión Nacional del Mercado de Valores (CNMV), on accounting guidelines, annual accounts, public financial statements and reserved statements with statistical information about securitisation funds.

“Civil Procedure Code”, means Law 1/2000, dated 7 January, governing Civil Procedure.

“Classes” means Class A and Class B.

“Clean-up Call” means the liquidation of the Fund and with it the Early Amortisation of the Bond issue on a date prior to the Legal Final Maturity under the circumstances and pursuant to the procedures established in section 4.4.3 of the Registration Document.

“Closing Date” means (22) September 2010, the day when the effective amount for subscription of the Bonds shall be paid.

“CNMV” means the Comisión Nacional del Mercado de Valores (CNMV).

“Collection Date” means all the days on which payments are made stemming from the assigned Credit Rights, including payments from the Obligors as principal or interest on the Loans. The Assignor shall transfer all amounts stemming from the Credit Rights assigned to the Fund Treasury Account on the same day, with same day value.

“Credit Rights” means the Mortgage Loans and the Non-Mortgage Loans, considered jointly.

“DBRS” means DBRS, Inc. who intervenes as one of the Bond credit risk Rating Agencies.

“Deed of Formation” means the public deed of formation of the Fund, assignment of the Credit Rights by Banco de Sabadell to the Fund and issue of the Bonds by the Fund.

“Defaulted Loans” means the Credit Rights in which (a) the Obligor has been declared insolvent; (b) are unpaid on a date for an amount equal to or greater than twelve (12) months of delay in the payment of the overdue amounts or that (c) may be classified as in default by the Fund Manager because there is reasonable doubt about their full repayment.

“Determination Date” means five Business Days before the Payment Date.

“Determination Period” means the period between two Determination Dates, including the first and excluding the second.

“Distribution of Available Funds for Amortisation” means the applicable rules of the Available Funds for Amortisation for amortising each one of the Classes, A and B on each Payment Date, as established in section 4.9.4 of the Prospectus Schedule.

“Early Amortisation” means the amortisation of the Bonds on a date before the Legal Due Date in the Cases of Clean_up Call of the Fund in conformity with the requirements established in part 4.4.3 of the Registration Document.

“EURIBOR” means the *Euro Interbank Offered Rate*, which is the interbank term deposit rate in euros calculated as the daily average of the quotes provided for fifteen maturity dates by a panel composed of 57 Banks that are among the most active in the Euro zone. The rate is quoted based on the calculation of the calendar days to maturity and on a 360-day year, and it is fixed at 11:00 a.m. (CET) and carried to three (3) decimal positions.

“Events of a Clean-up Call” are those listed in section 4.4.3 of the Registration Document.

“Financial Brokerage Contract” means the contract which regulates the payment by the Fund Manager, acting for and on behalf of the Fund, to Banco de Sabadell for the financial brokerage activities performed which have enabled the definitive financial transformation of the Fund’s activity, the acquisition of the Credit Rights and the satisfactory rating of each one of the Bond classes.

“Financial Brokerage Spread” means the remuneration received by Banco de Sabadell for the process of financial brokering that allows the definitive financial transformation of the Fund’s activity, the acquisition of the Credit Rights and the satisfactory rating granted to each one of the classes of Bonds.

“Fixing Date” means, for each Interest Accrual Period, the second (2) Business Day prior to the Payment Date that sets the start of the corresponding Interest Accrual Period. For the first Interest Accrual Period, the fixing date of the Benchmark Interest Rate shall be the second (2) Business Day prior to the Closing Date.

“Formation Date” or *“Fund Formation Date”* means the day that the Deed of Formation is signed, viz., (17) September 2010.

“Fund Manager” means GestiCaixa, S.G.F.T., S.A.

“Available Funds for Liquidation” means: a) The Available Funds; and b) the amounts that the Fund may obtain from the disposal of the assets that may remain in the Events of Clean-up Call.

“GestiCaixa” means GestiCaixa, S.G.F.T., S.A.

“Guaranteed Interest Rate Deposit Contract (Amortisation Account)” or *“Amortisation Account Contract”* means the guaranteed interest rate deposit contract (Amortisation Account) signed by the Fund Manager on behalf of the Fund and Banco de Sabadell.

“Guaranteed Interest Rate Deposit Contract (Treasury Account)” or *“Treasury Account Contract”* means the guaranteed interest rate deposit contract (Treasury Account) signed by the Fund Manager on behalf of the Fund and Banco de Sabadell.

“Iberclear” means Sociedad de Gestión de los Sistemas de Registro Compensación y Liquidación de Valores S.A., with registered offices at Plaza Lealtad 1, 28014 Madrid.

“IFRS” means the International Financial Reporting Standards.

“Initial Balance” means the price of the assignment of the Credit Rights.

“Initial Expenses” means the expenses pursuant to section 6 of the Prospectus Schedule.

“Initial Reserve Fund” means the Reserve Fund formed on the Closing Date, charged against disbursement of the Loan for the Reserve Fund in the amount of NINETY MILLION (90,000,000) euros.

“Interest Accrual Period” means the actual number of days between two consecutive Payment Dates, including the initial Payment Date and excluding the Final Payment Date. The first Interest Accrual Period commences on the Closing Date, inclusive and ends on the first Payment Date, exclusive.

“Interest Rate Swap” means the interest swap intended to cover the interest rate risk to which the Fund is exposed due to the fact that the Credit Rights are subject to adjustable interest rates pegged to different benchmark rates and different revision periods from those established for the Bonds. In addition, the financial swap is intended to cover the implicit risk that the Credit Rights could be renegotiated and that the agreed interest rates could be reduced. It is regulated in the Interest Swap Agreement.

“IRR” means the Internal Rate of Return as defined in section 4.10 of the Prospectus Schedule.

“Issuer” means GC FTPYME SABADELL 8, FONDO DE TITULIZACIÓN DE ACTIVOS.

“Issuer” means GC FTPYME SABADELL 8, FONDO DE TITULIZACIÓN DE ACTIVOS.

“Law 19/1992” means Law 19/1992 of 7 July on the Regulation of Real Estate Investment Funds and Companies and Mortgage Securitization Funds.

“Law 2/1981” means Law 2/1981 of 25 March on the Regulation of the Mortgage Market.

“Law 3/1994” means Law 3/1994 of 14 April which adapted Spanish legislation on the subject of credit entities to comply with the Second Directive on Banking Coordination and introduced relevant changes into the financial system.

“Lead Manager” means Banco Sabadell.

“Legal Final Maturity” means the next Payment Date forty-two (42) months after 30 June 2041, i.e., 20 January 2045 or next Business Day.

“Liquidation Date” or “Clean-up Call Date” means the date on which the Fund Manager liquidates the Fund as a consequence of any of the Event of a Clean-up Call enumerated in section 4.4.3 of the Registration Document.

“Loan Agreement for Initial Expenses” means the subordinate mercantile loan entered into between the Fund Manager, on behalf of and representing the Fund, and Banco de Sabadell, for a total amount of TWO MILLION SIX HUNDRED (2,600,000) euros, to be used by the Fund Manager to pay for the initial expenses associated with the Bonds.

“Loan Agreement for the Reserve Fund” means the subordinated loan agreement entered into between the Fund Manager, representing and on behalf of the Fund, and Banco de Sabadell, for a total amount of NINETY MILLION (90,000,000) euros, assigned to the initial allocation of the Reserve Fund.

“Loan for Initial Expenses” means the loan granted by Banco de Sabadell to the Fund under Loan Agreement for Initial Expenses.

“Loan for the Reserve Fund” means the loan granted by Banco de Sabadell to the Fund, pursuant to the provisions in the Loan Agreement for the Reserve Fund.

“Maximum Amount of the Credit Rights”. The maximum amount of the outstanding balance of the Credit Rights pooled into the Fund shall be an amount equal to or which comes as close as possible, by default, to ONE BILLION EUROS (1,000,000,000) euros].

“Minimum Level of the Reserve Fund” means the lesser of the following amounts: (i) an amount equal to 9% of the Total Amount of the Bond Issue; or (ii) an amount equivalent to 18% of the Balance of the Bonds Pending Payment. This amount can never be less than 4.5% of the Total Amount of the Bond Issue.

“Mortgage Loans” means the Credit Rights pooled into the Fund that appear in the assets of Banco de Sabadell, stemming from loans with mortgage guarantees that Banco de Sabadell has extended to finance the Obligors.

“Mortgage Participations and Mortgage Transfer Certificates” means, jointly, the Mortgage Participations and the Mortgage Transfer Certificates.

“Mortgage Participations” means the Mortgage Participations issued by Banco de Sabadell and subscribed by the Fund.

“Mortgage Transfer Certificates” means the Mortgage Transfer Certificates issued by Banco de Sabadell and subscribed by the Fund.

"Net Outstanding Principal" means the Outstanding Nominal Balance Pending Repayment, on a certain payment date, of each Series of Bonds before the amortisation corresponding to that Payment Date, less the amount accrued on the previous Payment Dates and deposited in the Amortisation Account as amortisation of the Bonds of the Series in question.

"Nominal Interest Rate" means the result of adding (i) the Benchmark Interest Rate, rounded up to the nearest thousandth, plus (ii) the spread applicable to each Bond Series. As an exception, for the first interest accrual period, the Benchmark Interest Rate shall be that resulting from the linear interpolation between the EURIBOR 3-month rate and the EURIBOR 4-month rate, pursuant to the terms of section 4.8 of this Prospectus Schedule.

"Non-Mortgage Loans" means the Credit Rights pooled into the Fund that appear in the assets of Banco de Sabadell, stemming from loans without mortgage guarantees that Banco de Sabadell has extended to finance the Obligors.

"Notional of the Swap" means the amount resulting from adding the Outstanding Balance of the Principal of the Bonds in each Series on the Determination Date prior to the Liquidation Date in progress.

"Obligors" means the borrowers of the Mortgage Loans and Non-Mortgage Loans extended by Banco de Sabadell to non-financial companies based in Spain, of which at least 80% of the outstanding balance of the Credit Rights correspond to small and medium businesses that comply with the definition of the European Commission in its Recommendation of 6 May 2003.

"Order of 10 January 2007" means Order PRE/3/2007, of 10 January, on agreements for promoting asset securitisation funds to favour corporate finance.

"Outstanding Balance of the Credit Rights" means the total of the capital or principal not yet due and payable on the Credit Rights on a particular date and the capital or principal due but not yet paid to the Fund.

"Outstanding Balance of the Non-Defaulted Credit Rights" means the sum of unmatured principal and the matured principal or capital not paid into the Fund of each one of the Non-Defaulted Credit Rights on any given date.

"Outstanding Balance" or "Outstanding Balance of Principal" means the total outstanding balance of principal of all Bonds in a class or series on a particular date.

"Paying Agency Contract" means the contract that regulates the financial service of the Bonds and which is entered into between the Fund Manager, on behalf of and representing the Fund, and Banco de Sabadell, as the Paying Agent.

"Paying Agent" means the entity that provides the financial services for the Bonds. The Paying Agent will be BANCO DE SABADELL.

"Payment date" means 20 January, April, July and October of each year (or the next Business Day if any of these dates does not fall on a Business Day). The first Payment Date shall be 20 January 2011.

"Placement Entities" means WestLB, and Banco de Sabadell.

"Prospectus Schedule" means the schedule of debenture securities with a unit denomination equal to or greater than 50,000 euros, the minimum disclosure requirements of which are Included in Appendix VIII of Regulation 809/2004.

"Prospectus" or "Informative Prospectus" means the document composed of the Risk Factors, the Registration Document, the Supplemental Addendum and the Prospectus Schedule regulated in Regulation 809/2004.

"Public Limited Companies Law" means the revised text of the Public Limited Companies Law approved by virtue of Royal Legislative Decree 1564/1989, of 22 December.

"Rating Agencies" means S&P and DBRS.

"Registration Document" means the registration document of asset-guaranteed securities, the minimum disclosure requirements of which are contained in Appendix VII of Regulation 809/2004.

"Regulation 809/2004" means Commission Regulation (EC) number 809/2004, of 29 April 2004, pertaining to Directive 2003/71/EC of the European Parliament and of the Council as regards the information contained in prospectuses, as well as the format, incorporation by reference and publication of said prospectuses and advertising.

“Reserve Fund” means the fund set up as a credit enhancement mechanism from payment of the Loan for the Reserve Fund to protect the Fund against losses due to the defaulted or unpaid Credit Rights.

“Risk Factors” means the risk factors tied to the issuer.

“Royal Decree 716/2009” means Royal Decree 716/2009, of 24 April, implementing certain aspects of Law 2/1981, of 25 March, regulating the mortgage market and other provisions of the mortgage and financial system.

“Royal Decree 926/1998” means Royal Decree 926/1998, of 14 May, which regulates asset securitisation funds and the managers of securitisation funds.

“S&P” means Standard & Poor España, intervening as one of the Bond credit risk Rating Agencies.

“Securities Market Law” means Law 24/1988, of 28 July, on the Securities Market.

“Series A1(G) Bonds” or “Series A1(G)” means the bonds issued against the fund with a total face value of TWO HUNDRED AND FIFTY MILLION (250,000,000) euros composed of TWO THOUSAND FIVE HUNDRED (2,500) bonds with a face value of one hundred thousand (100,000) euros each.

“Series A2(G) Bonds” or “Series A2(G)” means the bonds issued against the fund for a total face value of THREE HUNDRED AND NINETY MILLION (390,000) euros composed of THREE THOUSAND NINE HUNDRED (3,900) bonds with a face value of one hundred thousand (100,000) euros each.

“Series A3 Bonds” means the bonds issued against the Fund with a total face value of ONE HUNDRED AND SIXTY MILLION (160,000,000) euros composed of ONE THOUSAND SIX HUNDRED (1,600) Bonds with a face value of one hundred thousand (100,000) euros each.

“Series B Bonds” or “Series B” means the bonds issued against the fund for a total face value of TWO HUNDRED MILLION (200,000,000) euros composed of TWO HUNDRED (2,000) bonds with a face value of one hundred thousand (100,000) euros each.

“Series” means Series A1(G), Series A2(G), Series A3 and Series B.

“Servicer” means the entity in charge of the custody and administration of the Credit Rights pursuant to the Administration Contract, meaning Banco de Sabadell, S.A.

“State Budget Law for the year 2010” means Law 26/2009, of 23 December, on the General State Budget for the year 2010.

“Subscription Date” means 21 September 2010, the Business Day prior to the Closing Date.

“Subscription Entity” means Banco de Sabadell.

“Subscription Period” means between 11:00 and 13:00 hours (CET) on the Subscription Date.

“Supplemental Addendum” means the supplemental addendum of asset-guaranteed securities, the minimum disclosure requirements of which are included in Appendix VIII of Regulation 809/2004.

“Swap Agreement” or “Interest Rate Swap Agreement” means the contract entered into between the Fund Manager, on behalf of and representing the Fund, and Banco de Sabadell, whereby the Fund shall make payments to Banco de Sabadell calculated on the interest rates of the Credit Rights, in exchange for which Banco de Sabadell shall make payments to the Fund calculated on the Benchmark Interest Rate determined for the Bonds, plus a spread, all according to the rules set forth in section 3.4.7.1 of the Supplemental Addendum.

“Swap” means the Interest Rate Swap.

“Theoretical Amount for Amortisation” means the positive difference on a specific Payment Date between a) the Net Outstanding Principal of the Bonds of Classes A and b) the sum of the Outstanding Balance of the Non-defaulted Credit Rights corresponding to the last day of the month prior to that of the Payment Date.

“Total Amount of the Bond Issue” means ONE BILLION (1,000,000,000) euros.

“Treasury Account” means the bank account opened in the name of the Fund with Banco de Sabadell by virtue of the Contract for Opening the Guaranteed Interest Rate Account (Treasury Account) through which, on each Collection Date, all of the income that the Fund has to receive from the Assignor stemming from the Credit

Rights shall be paid, and by virtue of which the Paying Agent shall guarantee a return on the amounts deposited in this account.

“Underwriting Entity” means Banco de Sabadell.

“Warranty” or *“State Warranty”* means the warranty to be extended by the Ministry of the Economy and the Treasury to the Fund, through a Ministerial Order, for the sum of TWO HUNDRED AND FIFTY MILLION (250,000,000) euros and THREE HUNDRED AND NINETY MILLION (390,000,000) euros to guarantee payment of interest and principal of the Series A1(G) and Series A2(G) Bonds, respectively.

“WestLB” means WestLB AG, one of the Placement Entities for Series A1(G) and A2(G).