

Internal relations protocol

BETWEEN

CAIXA D'ESTALVIS I PENSIONS DE BARCELONA, "LA CAIXA"

AND

CAIXABANK, S.A.

Barcelona, 1 July 2011

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This agreement is made in Barcelona on 1 July 2011 between the following

PARTIES

- I.** CAIXA D'ESTALVIS I PENSIONS DE BARCELONA, “la Caixa”, a savings bank incorporated in accordance with Spanish law, whose business address is Avenida Diagonal 621 – 629, Barcelona, Spain, which is recorded in the Barcelona Mercantile Register in volume 20.397, folio 1, sheet B-5.614 and which is holder of tax identification number (N.I.F.) G-58899998. It is duly represented herein by Isidro Fainé Casas, of full legal age, whose professional address is Avenida Diagonal 621 – 629, Barcelona, Spain, in his capacity as Chairman (“**la Caixa**”).

“la Caixa” is a savings bank (*caja de ahorros*) registered in the Special Savings Bank Register of the *Generalitat de Catalunya* (the government of Catalonia), under number 1 and in the Bank of Spain’s Special Administrative Register under number 2.401.

- II.** CAIXABANK, S.A. (previously named Criteria CaixaCorp, S.A.) a public limited company (*sociedad anónima*) incorporated in accordance with Spanish law whose business address is Avenida Diagonal 621, Barcelona, Spain, which is recorded in the Barcelona Mercantile Register in volume 37.883, folio 123, sheet B-41.232 and which is holder of tax identification number (N.I.F.) A-8.663.619. It is duly represented herein by Juan María Nin Génova, of full legal age, whose professional address is Avenida Diagonal 621, Barcelona, Spain, in his capacity as Vice-Chairman (“**CaixaBank**”).

CaixaBank is a credit institution, in particular a bank, registered in the Bank of Spain’s Special Administrative Register under number 2.100, whose shares are listed on the Barcelona, Bilbao, Madrid and Valencia stock exchanges, as well as on the Automated Quotation Market (Spain’s continuous trading *Mercado de Interconexión Bursátil*). CaixaBank is subject to the statutory scheme established for listed Spanish companies and supervised by, amongst other regulators, the *Comisión Nacional del Mercado de Valores* (the “**CNMV**”, the Spanish National Securities Exchange Commission).

Hereinafter, “la Caixa” and CaixaBank shall be jointly referred to as the “**Parties**”, and each one, individually, as a “**Party**”.

WHEREAS

- I.** The corporate object of “la Caixa” is to promote savings in the authorised manners, the carrying on of charitable/social works and the investment of the corresponding funds in safe and profitable assets of general interest, as well as the promotion of economic and social development within the field of its activities, carrying on its financial activities – except for that of pawn broking– indirectly through CaixaBank, in accordance with Article 5 of Royal Decree-Act 11/2010, of 9 July, and Article 3.4 of the reworded text of the Savings Banks of Catalonia Act, of 11 March 2008.
- II.** The corporate object of CaixaBank consists in the carrying of the following activities in the execution and performance of the corporate object of “la Caixa”, both in Spain and abroad:

- (i) all manner of transactions, acts, agreements and services inherent in the banking business in general or those directly or indirectly related thereto and which are permitted by applicable legislation, including the provision of investment and ancillary services and the performance of insurance agency activities, on a exclusive or linked basis, but not both simultaneously;
- (ii) the receipt of funds from the public in the form of irregular or other similar deposits, for use on its own account in active credit or microcredit operations, that is, the granting of loans without tangible security, for the purpose of financing small-scale business initiatives by physical or legal persons who, due to their socio-economic circumstances, have difficulties in accessing traditional bank funding and to other investments, with or without pledge-, mortgage-based or other security in accordance with commercial laws and practices, providing customers with drawing, transfer, custody, intermediary and other related services inherent in trading commissions; and
- (iii) the acquisition, holding, use and disposal of all manner of securities and the formulation of public offers to acquire and sell securities, as well as all manner of holdings in any company or business.

Furthermore, in accordance with Article 1 of its Articles of Association, CaixaBank is the bank through which “la Caixa” indirectly carries on its activity as a credit institution—with the exception of pawn broking activities, which are reserved for savings banks—in accordance with Article 5 of Royal Decree-Act 11/2010, of 9 July, and Article 3.4 of the reworded text of the Savings Banks of Catalonia Act, of 11 March 2008.

- III. On the occasion of the stock exchange listing of the shares of Criteria CaixaCorp, S.A., and in accordance with Recommendation Two of the Report of the Special Working Group on the Good Governance of Listed Companies, approved by the Board of Directors of the CNMV of 22 May 2006 (the “Unified Good Governance Code”), on 19 September 2007, “la Caixa” and Criteria CaixaCorp, S.A. signed an internal relations protocol that came into force on 10 October 2007, with the object of bolstering transparency and good governance in Criteria CaixaCorp, S.A. (the “**Initial Protocol**”).
- IV. On 27 January 2011, “la Caixa”, CaixaBank (then named CaixaCorp, S.A.) and Microbank de “la Caixa”, S.A.U. signed a framework agreement on the reorganisation of the “la Caixa” group (the “**Framework Agreement**”), in performance of which, on 30 June 2011, certain reorganisation operations of the “la Caixa” Group (the “**Reorganisation Operations**”) were carried out, as consequence of which CaixaBank has become the bank through which “la Caixa” indirectly carries on its financial activities.

As at the date of this protocol, “la Caixa” is the owner of 81.1% stake in the share capital of CaixaBank, and is thus its majority and controlling shareholder.

- V. So as to bring the Protocol in line with the distribution of “la Caixa” and CaixaBank functions and activities arising from the implementation of the Reorganisation Operations, the Parties deem it fit to enter into a new internal relations protocol, whose main object is:
 - (i) to develop the basic principles that should govern relations between “la Caixa” and CaixaBank, in that the latter is the instrument through which the former indirectly carries on its financial activities;

- (ii) to delimit CaixaBank's main fields of activities, taking into account its nature as the bank through which "la Caixa" indirectly carries on its financial activities;
- (iii) to define the general parameters that are to govern any business or services relationship that CaixaBank Group companies may have with "la Caixa" Group companies (in accordance with the definition of these terms set forth below): in particular, given its importance, the provision of property-related services by "la Caixa" property company/companies CaixaBank property company/companies.

Currently, Servihabitat XXI, S.A.U. ("**Servihabitat**") is "la Caixa"'s main property company, whilst Building Center, S.A.U. (previously named Projectes i Iniciatives Socials, S.A.U.) ("**Building Center**") is CaixaBank's main property company; as well as

- (iv) to govern the proper flow of information to permit "la Caixa" –and, insofar as is necessary, CaixaBank too– to draw up its financial statements and to meet its periodic reporting and oversight duties with regard to the Bank of Spain, the CNMV and other regulatory bodies.

For the purposes of this protocol:

- (i) "la Caixa" and its group companies at any given time, with the exception of CaixaBank and its dependent companies, shall be called "**la Caixa** Group Companies";
- (ii) CaixaBank and its dependent companies at any given time shall be called "**CaixaBank** Group Companies";
- (iii) the "la Caixa" Group Companies and the CaixaBank Group Companies shall jointly be named the "**la Caixa** Group"; and
- (iv) "group" and "dependent company" shall have the meanings defined in Article 42 of Spain's Commercial Code.

Listings of the CaixaBank Group Companies and the "la Caixa" Group Companies as at the date of this Protocol are attached as Annexes II and III hereto, respectively.

- VI.** It is also the wish of the Parties to establish mechanisms that permit, on the one hand, a reduction in the appearance of and the regulation of conflicts of interest and, on the other, a response to the requirements of different regulators and of the market.
- VII.** The Framework Agreement contemplates the signing of a protocol between the property companies of the "la Caixa" and of CaixaBank that governs the provision by the former to the latter of property-related services.
- VIII.** All concepts with a meaning defined for the purposes of this protocol are identified with the capital initial. Annex I contains a listing of all of these.

Based on the truthfulness of the above declarations, the Parties agree to enter into this internal relations protocol (the "**Protocol**"), which shall be governed by the following

CLAUSES

1. **PRINCIPLES AND OBJECTIVES**

- 1.1 The object of this Protocol is to govern the basic principles of relations between “la Caixa” and CaixaBank and their respective groups, for the purpose of guaranteeing that, within a framework of transparency and to the benefit and in the interests of the CaixaBank Group Companies and of the “la Caixa” Group (of which CaixaBank is a part), the indirect carrying on of the financial activities of “la Caixa” is performed by CaixaBank in such a way as to ensure due respect for and the protection of the other CaixaBank shareholders.
- 1.2 The framework for the relations shall be established in accordance with the following parameters:
- (a) the definition of the basic conditions for the indirect carrying on by "la Caixa" of its financial activities through CaixaBank;
 - (b) the delimitation of the main areas of activity of CaixaBank and the CaixaBank Group Companies;
 - (c) the establishment of general criteria for the carrying on of intergroup transactions or the provision of intergroup services under market conditions, as well as the identification of the services that “la Caixa” provides and shall provide to CaixaBank and the CaixaBank Group Companies and those that CaixaBank and/or the CaixaBank Group Companies provide or shall provide, in turn, to “la Caixa” and to the “la Caixa” Group Companies; and
 - (d) the establishment of mechanisms to ensure the required flow of information between the Parties to comply with their management requirements and duties before their respective regulators and for the complete information that “la Caixa” requires regarding CaixaBank as a vehicle or instrument through which it indirectly carries on its financial activities.
- 1.3 CaixaBank and “la Caixa” reiterate the subordination of their relations to the provisions governing conflicts of interest, relations with significant shareholders, related-party transactions and insider information, amongst other matters, stipulated in applicable legislation at any given time.
- 1.4 Without prejudice to the adhesion to the Protocol referred to in Clause 8 below, the terms and conditions of this Protocol are also applicable to those “la Caixa” Group Companies and CaixaBank Group Companies other than the Parties. Consequently, “la Caixa” and CaixaBank undertake to take whatever action is required to ensure that relations between companies of their respective groups relating to the carrying out of the scope object of this Protocol are also in line with its principles, terms and conditions.

2. **THE INDIRECT CARRYING ON OF FINANCIAL ACTIVITIES**

2.1 **Basic conditions**

In pursuance of the provisions of its Articles of Association, “la Caixa”, in accordance with Article 5 of Royal Decree-Act 11/2010, of 9 July, and Article 3.4 of the reworded text of the Savings Banks of Catalonia Act, of 11 March 2008, carries on its activity as a

credit institution –with the exception of pawn broking activities, which are reserved for savings banks– indirectly via CaixaBank, and in accordance with the following basic conditions:

- (a) “la Caixa” has (and shall have a duty to retain) the majority of the share capital of CaixaBank and the majority of the votes in the CaixaBank Shareholders’ General Meeting. It shall be the responsibility of the “la Caixa” Board of Directors to adopt the resolutions regarding its stake in CaixaBank, without prejudice to respect for the aforementioned majority and provided that “la Caixa”’s stake is not, as a consequence thereof, reduced below the thresholds established below, in which case the prior agreement of “la Caixa” General Assembly shall be required.

With the regard to the above, “la Caixa”’s General Assembly must approve, in advance, and with the reinforced quora contemplated by its Articles of Association, any resolution that, by decision of either “la Caixa” or CaixaBank, may make “la Caixa”’s stake in CaixaBank fall below the thresholds of 70%, 60% and 50%.

- (b) The majority of the members of the CaixaBank Board of Directors are proposed by “la Caixa”.
- (c) The “la Caixa” Board of Directors is the competent body for proposing, from amongst its members and the Director General, the appointment of CaixaBank Directors.
- (d) The “la Caixa” Board of Directors shall make its proposals for the appointment of CaixaBank directors taking into account the different groups represented on its Board of Directors, such that each of them has at least a presence.
- (e) Representation on “la Caixa” governing bodies of the collective interests of deposit holders and of employees shall be determined taking into account the corresponding groups in CaixaBank. Employee representation on governing bodies also includes “la Caixa” employees.
- (f) Representation of local corporations on “la Caixa” governing bodies shall be determined taking into account CaixaBank’s territorial scope of action.

Consequently, and in accordance with “la Caixa”’s Articles of Association, the references contained therein to financial type-activities must be considered as the inspiring principles of CaixaBank’s activities.

2.2 Functions of “la Caixa”’s Investments Committee

Without prejudice to other regulations applicable to the matter, the Parties hereby place on record that, in accordance with Decree 164/2008, of 26 August, of the *Generalitat de Catalunya*, “la Caixa”’s Investments Committee has the function of informing its Board of Directors or Executive Committee (i) on investments or disinvestments of a strategic and stable nature, whether carried out directly by “la Caixa” or by its dependent entities, as well as (ii) on the financial viability of said investments and their fit with “la Caixa”’s strategic budgets and plans.

To this end, and in accordance with Decree 164/2008, of 26 August, a strategic investment or disinvestment is defined as that which involves the acquisition or sale of a significant stake in a quoted company or the participation in business projects with a

presence on their management or governing bodies, provided that “la Caixa”’s stake, in this case, exceeds the limit of 3% of its accountable capital and reserves.

To comply with the above:

- (a) CaixaBank’s executive bodies shall provide the “la Caixa” Investments Committee with notice, prior to their adoption, of any investment or disinvestment decisions that are strategic in nature, according the above definition;
- (b) The “la Caixa” Board of Directors or, as the case may be, Executive Committee shall, having received a report from the “la Caixa” Investments Committee, establish whether said decisions negatively affect the solvency and risk levels of “la Caixa” and whether they are contrary to “la Caixa”’s strategic budgets or plans, conveying their decision to the CaixaBank executive bodies so that the latter may, in turn, provide notice thereof to the CaixaBank Board of Directors, before the latter decides upon the transaction; and
- (c) If the “la Caixa” Board of Directors (or, as the case may be, Executive Committee) were to rule that a specific investment or disinvestment transaction could negatively affect “la Caixa”’s solvency or risk level, such that it considered that it was not advisable from the viewpoint of its group and holding company policy, or that it was contrary to “la Caixa”’s strategic budgets or plans, it shall draw up a report, which it shall forward to the CaixaBank Audit and Control Committee, explaining the reasons why it considers that the operation negatively affects or is contrary to “la Caixa”’s strategic budgets or plans and detailing if there are measures that would allow for the elimination of the negative impacts. The CaixaBank Audit and Control Committee shall study said report and, in turn, draw up a report for the CaixaBank Board of Directors, which must refrain from taking a decision contrary to the content of the report of the “la Caixa” Board (or of the Executive Committee), given that CaixaBank constitutes the instrument through which “la Caixa” indirectly carries on its financial activity, in accordance with Article 5 of Royal Decree-Act 11/2010, of 9 July, and Article 3.4 of the reworded text of the Savings Banks of Catalonia Act, of 11 March 2008.

3. PRINCIPAL AREAS OF ACTIVITY OF THE CAIXABANK GROUP

3.1 CaixaBank, in its capacity as the bank through which “la Caixa” indirectly carries on its financial activities, has the following as its preferential areas of activity:

- (a) the carrying on of financial activities (with the exception of pawn broking, which is reserved by applicable legislation for savings banks), including all those activities attributed by current legislation to credit institutions; and
- (b) the acquisition, holding, use and disposal of stakes that allow it to exercise significant influence in entities, listed or not, that carry on financial activities, such as, amongst others, credit institutions, investment services companies and insurance and reinsurance companies, both Spanish and foreign.

To this end, a stake is regarded as permitting the exercising of signification influence in an entity when, added (as the case may be) to other stakes –direct or indirect– in the same entity, it permits involvement in the related company’s financial and operating policy decisions, without necessarily having control thereover.

CaixaBank's preferential area of activities means that, whilst this Protocol remains in force, "la Caixa" and the "la Caixa" Group Companies shall not compete with CaixaBank or the CaixaBank Group Companies with regard to the preferential areas, except in the cases contemplated in Clause 3.2 below.

3.2 "la Caixa" and the "la Caixa" Group Companies shall be entitled carry out activities in CaixaBank's preferential areas contemplated in Clause 3.1 above under the following circumstances:

- (a) when CaixaBank has expressly declined to participate, either directly or via CaixaBank, in an investment or business within the area of activities regarded as preferential for it, in accordance with the above stipulations; or
- (b) when there is a legal impediment to CaixaBank participating in an investment or business, by itself or through the CaixaBank Group Companies, as well as in those cases when the investment or business is organised through a tendering process, when CaixaBank (or the CaixaBank Group Company, as the case may be) does not meet the necessary tender requirements.

For the purposes of clarification, "la Caixa" shall not be regarded as competing with CaixaBank, nor with CaixaBank Group Companies, under the terms of this Protocol, when CaixaBank and "la Caixa" agree upon a joint investment in a specific business or asset which, in accordance with the terms of this Protocol, is regarded as a preferential CaixaBank investment, when this is advisable for legal, financial, strategic or similar reasons.

3.3 The CaixaBank and "la Caixa" bodies responsible for monitoring the above parameters are the CaixaBank Audit and Control Committee and the "la Caixa" Control Committee, respectively, to which end they are assigned the functions set forth in Clause 7.2 hereto.

4. INTRAGROUP TRANSACTIONS AND SERVICES

4.1 The Parties hereby declare that there are three large areas of service provision between the Parties and the companies of their respective groups:

- (a) the provision of banking, financial and insurance services by CaixaBank or CaixaBank Group Companies to "la Caixa" or to "la Caixa" Group Companies. In particular and amongst others, these include the granting of financing in the form of credits, loans and similar operations, with or without a guarantee (*in rem* or personal), as well as the provision of services related to portfolio management, collective investment institutions and pensions funds, and services of a similar nature.
- (b) the provision of property services by "la Caixa" and "la Caixa" Group Companies (in particular, and amongst others, Servihabitat) to CaixaBank or CaixaBank Group Companies (in particular, and amongst others, Building Center), including, amongst others, services involving the sale of property-related products, advice on the development and transformation of property assets into those that may generate value and the management and administration of property assets in general, as detailed in Clause 5 hereto.

Furthermore, CaixaBank may also provide property-related services to "la Caixa" and to "la Caixa" Group Companies, including, in addition to the services

mentioned in the preceding paragraph and amongst others, those associated with the use of the CaixaBank office network for the sale of property assets owned by “la Caixa” and by “la Caixa” Group Companies.

Without prejudice to the above, Servihabitat and Building Center (and other companies of their respective groups) may agree in the future sales of properties under market conditions; and

- (c) the provision of sundry services by the CaixaBank Group Companies to “la Caixa” or to the “la Caixa” Group Companies, and vice versa. By way of example, these include but are not limited to services regarding leasing, property and facilities management, corporate services, project management, transaction and business management, pawn broking management, administration and advisory services, the provision of information and commercial contacts, the development, maintenance and operation of information systems, knowledge transfer, consulting and advisory services (including the necessary provisions for the granting of intellectual property rights), management and legal representation services for funds the property of “la Caixa”, the promotion and management of loyalty programmes, and the provision of call centre and customer service hotline services.

Relations between “la Caixa” and the “la Caixa” Group Companies, on the one hand, and CaixaBank and the CaixaBank Group Companies, on the other hand, in force at the present time, as well as the services and/or transactions that may be agreed upon in the future, shall be referred to as the “**Intragroup Services**”.

4.2 The Parties hereby undertake that any new intragroup service or transaction shall always be made in writing and that, without prejudice to the provisions of each individual agreement, all Intragroup Services shall be governed by the following general principles:

- (a) transparency and the performance or provision of the services under market conditions;
- (b) preferential treatment, established by the commitment of the Parties to offer each other the most favourable conditions that they are offering for this transaction or service to third parties at any given time;
- (c) the commitment of the Parties to provide the services with the greatest diligence and with all the means at their disposal;
- (d) the commitment of the Parties to confidentiality and to not divulging any information to which they have access as a consequence of the provision of the Intragroup Services;
- (e) when the same service can be provided by a “la Caixa” Group Company or by a third party, CaixaBank shall evaluate the options, giving priority not only to the company’s interests (defined as those of CaixaBank) but also those of the “la Caixa” Group above other interests, with the latter being the priority. Without prejudice to the above, any decision on the provision of services by a “la Caixa” Group Company adopted by virtue of this section must strictly comply with the provisions of sections (a) to (d) above; and

- (f) should there be a change in effective control of CaixaBank in the terms of Clause 9 hereto, both Parties shall be entitled to terminate the provision of the corresponding services with reasonable prior notice (which shall depend upon the type of provision of service in question) and subject to the establishment, in good faith, by the Parties of any break costs that may arise due to the advance termination, as the case may be, for each of them. To this end, the agreements on the provision of Intragroup Services must include and advance termination clause, which shall follow the specimen attached hereto as Annex IV.
- 4.3** With regard to Intragroup Services or to any transactions which, due to the parties carrying them out, are regarded as intragroup, five cases are defined:
- (a) the provision of banking, financial and insurance services contemplated in Clause 4.1(a): these shall be the object of *ex post* examination by means of reports issued, respectively, by the CaixaBank Audit and Control Committee and the “la Caixa” Control Committee:
- (i) financing agreements and those regarding long-term asset and liability products, as well as other financial products (e.g. derivatives, warranties and swaps), with regard to the sums and contractual conditions of said agreements, provided that the amount granted exceeds 50,000,000 euros; and
- (ii) insurance products, with regard to their contractual conditions, provided that the amount of the premium exceeds 5,000,000 euros;
- (b) the provision of the property-related services contemplated in Clause 4.1(b): the contracting of the provision of any type of property-related service or the carrying out any type of property-related transaction whose amount exceeds 50,000,000 euros (excluding VAT) shall be subject to the prior approval of (i) the CaixaBank Board of Directors, which must possess a report from the CaixaBank Audit and Control Committee, and (ii) the “la Caixa” Board of Directors, which must possess a report from the “la Caixa” Control Committee. The reports of the CaixaBank Audit and Control Committee and of the “la Caixa” Control Committee must give an express opinion upon the essential proposed terms and conditions (terms, object, price, etc.);
- (c) the sundry services contemplated in Clause 4.1(c): the contracting of a new service, the renewal of an agreement upon its expiration, or the substantial modification of the financial conditions of an agreement in force when in excess of 5,000,000 euros (excluding VAT), must be subject to reports by the CaixaBank Audit and Control Committee and the “la Caixa” Control Committee, which must issue an express opinion upon the essential proposed terms and conditions (terms, object, price, etc.) prior to approval by the relevant body;
- (d) non-material ordinary transactions: no authorisation or specific report shall be required by the contracting of the provision of any kind of service, or the carrying out of any type of operation, which by their nature and lack of materiality, are within the ordinary course of CaixaBank or CaixaBank Group Companies’ business, are of a habitual and recurring nature, which are carried by virtue of agreements whose conditions are standardised and which are applied *en masse* to

many customers or carried out at prices or rates established on a general basis by whoever supplies the good or service in question; and

- (e) new of transactions or services: the contracting of the provision of any kind of service or the carrying out of any transaction that cannot be classified within any of the types of relations currently existing between the Parties, as defined in Clause 4.1, and whose amount exceeds 5,000,000 euros (excluding VAT), shall be subject to the prior approval of (i) the CaixaBank Board of Directors, which must possess a report from the CaixaBank Audit and Control Committee, and (ii) the “la Caixa” Board of Directors, which must possess a report from the “la Caixa” Control Committee. The reports of the CaixaBank Audit and Control Committee and of the “la Caixa” Control Committee must give an express opinion upon the essential proposed terms and conditions (terms, object, price, etc.).

The sums contemplated in Clause 4.3 shall be calculated (i) on an annual basis, in the case of continuous performance/instalment agreements (*contratos de tracto sucesivo*), and (ii) for each agreement or transaction, in the case of single-performance agreements (*contratos de tracto único*), although, for these purpose those which, on a separate basis, deal with the same object, shall be regarded as a single agreement or transaction.

- 4.4** The Parties hereby agree that monitoring of intragroup contracting and control and oversight of the correct application of the above parameters for each transaction, as well as of compliance with the general principles which should govern said contracting, in accordance with the provisions of this Protocol, shall be the responsibility of (i) the CaixaBank Audit and Control Committee, and (ii) the “la Caixa” Control Committee, to which end they shall be assigned the functions detailed in Clause 7.2.
- 4.5** The Parties undertake to update every year, for the purposes of this Protocol and insofar as is required for the planning of their respective resources, the listing of Intragroup Services.

5. THE PROVISION OF PROPERTY-RELATED SERVICES

As noted in Recital VII, the Framework Agreement contemplates the signing of a Protocol between the “la Caixa” property companies and CaixaBank property companies to govern the provision by the former to the latter of property-related services.

As noted above, Servihabitat and Building Center are currently the main property companies of “la Caixa” y de CaixaBank, respectively.

In particular, Building Center is the entity that, from 1 March 2011, acquires property assets submitted by third parties in payment of debts contracted from “la Caixa” and, from 30 June 2011 –the date of the merger between Criteria CaixaCorp, S.A. and Microbank de “la Caixa”, S.A.U.– from CaixaBank.

Until 28 February 2011, Servihabitat was the entity that ordinarily acquired these property assets, and thus Servihabitat possesses consolidated know how regarding the use, management, transformation and sale, amongst others, of such properties.

In light of the above, and in accordance with the provisions of the Framework Agreement, “la Caixa” undertakes that Servihabitat is committed to providing Building Center with the following services regarding the property assets of which Building Center becomes owner:

- (i) the sale of property assets;

- (ii) advice on the development and transformation of property assets into those that can create value; and
- (iii) the general management and administration of property assets.

Annex V contains an illustrative but not exhaustive listing of the property-related services that Servihabitat shall provide to Building Center, at the latter's request.

The provision of property-related services by Servihabitat to Building Center shall respect the principles applicable to the Intragroup Services detailed in Clause 4, and, in particular:

- (i) generally, and unless there are circumstances justifying it, agreements by virtue of which Servihabitat and Building Center enter into legal relations shall be documented in writing in the form of one or more agreements detailing their object;
- (ii) legal relations between Servihabitat and Building Center shall be carried on under market conditions, without either of them enjoying economic or other conditions that are more favourable than those granted to a third party under substantially similar circumstances; and
- (iii) in performing the agreed services, Servihabitat and Building Center shall for their part employ all the skill, care and diligence expected of a company that carries on the activities that constitute their corporate object.

The Parties hereby place on record that the property-related Intragroup Services referred to in this Clause 5, and any others, may be provided and received by entities other than Servihabitat and Building Center, subject to the same principles, terms and conditions contemplated in this Protocol.

6. INFORMATION FLOWS

6.1 In that "la Caixa", in accordance with Article 5 of Royal Decree-Act 5/2010, of 3 August, and Article 3.4 of the reworded text of the Savings Banks of Catalonia Act, of 11 March 2008, carries on its financial activities indirectly through CaixaBank, the latter shall make available to "la Caixa" all its information, in its entirety and without restriction, so that it may have complete awareness of its situation and activities and the manner in which the latter are being carried on.

6.2 So that "la Caixa" and, insofar as is necessary, CaixaBank, may carry out their planning and management control functions and punctually comply with their duties as regulated entities, each of them undertakes to supply to the other, subject to availability, the information required for the other to comply with their legal duties, which include (amongst others):

- (a) drawing up their financial statements, both individual and consolidated;
- (b) meeting their periodic reporting duties before Bank of Spain (in particular the forwarding of their official monthly, quarterly and annual particular statements), the CNMV and other regulatory authorities;
- (c) performing detailed monitoring of their capital and reserves, investment and leverage ratios and solvency margins;
- (d) carrying out its risk analyses and complying with the terms of legislation on financial conglomerates; and
- (e) carrying out analysis and monitoring of tax matters.

- 6.3** “la Caixa” and CaixaBank reciprocally undertake to collaborate so that both may supply rating agencies and institutional investors with the information on portfolio developments required for establishing their respective risks.
- 6.4** Similarly, CaixaBank undertakes to make available to “la Caixa” whatever information is required so that “la Caixa” may comply with current and future solvency regulations (arising from Basel III or others). In particular, CaixaBank undertakes to make available to “la Caixa”, within legal limits and in advance, sufficient information so that the “la Caixa” Investments Committee may carry out the analysis referred to in Clause 2.2 above.
- 6.5** Each of the Parties undertakes to the other:
- (a) that the information received as a consequence of compliance with the provisions of this Clause 6 shall be used solely and exclusively for the purposes for which it has been gathered;
 - (b) to establish the measures required to prevent the flow of “insider information” regarding the “la Caixa” and the “la Caixa” Group Companies, or CaixaBank and the CaixaBank Group Companies, as the case may be, between their different departments, such that knowledge of the information is strictly limited to those areas and persons (including, where applicable, external advisors) for whom they are strictly necessary;
 - (c) that the persons referred to in the preceding paragraph are subject, where applicable, to the Internal Conduct Regulations of “la Caixa” and of CaixaBank, as applicable, and of their developing circulars; and
 - (d) to establish security measures over the custody, access to, reproduction and distribution of the information.
- 6.6** Both “la Caixa” and CaixaBank shall implement the measures required to diligently comply with their information undertakings, establishing to this end measures to permit the stipulated flows of information, whilst respecting in all cases their confidentiality undertakings.
- 6.7** The Parties hereby declare that they have entered into a tax consolidation agreement which specifically governs their relations in the field of taxation and, in particular, with regard to the tax consolidation system governed in Title VII Chapter VII of Royal Legislative Decree 4/2004, of 5 March, which approves the reworded text of the Corporate Income Tax Act and to the establishment of the consolidated group tax base in accordance with Royal Decree 1159/2010, of 17 September, which approves the regulations for drawing up consolidated annual accounts and which modifies the General Chart of Accounts approved by Royal Decree 1514/2007, of 16 November 2007 and the General Chart of Accounts for Small and Medium-Sized Enterprises approved by Royal Decree 1515/2007, of 16 November 2007.

7. MONITORING OF THE PROTOCOL

- 7.1** CaixaBank shall charge its Audit and Control Committee with monitoring and with overseeing compliance with the provisions of this Protocol, whilst “la Caixa”, for its part, shall charge its Control Committee with these tasks.
- 7.2** So as to better perform these functions, the CaixaBank Audit and Control Committee

and the “la Caixa” Control Committee shall have the following powers:

- (a) review of compliance with the regulations established in the Protocol with regard to all the fields contemplated therein;
- (b) the issuing, on an annual basis, for submission to the CaixaBank and “la Caixa” Boards of Directors respectively, and the making available to the CaixaBank shareholders and “la Caixa” Board of Directors, as appropriate, of a report detailing the degree of compliance with the provisions of the Protocol;
- (c) when they so deem fit, the CaixaBank Audit and Control Committee and the “la Caixa” Control Committee shall inform the relevant Board of Directors of the recommendations they regard as appropriate for improving the application of and compliance with the provisions of this Protocol, with the on-going objective of improving transparency in the relations between the Parties and compliance with the previously-established principles;
- (d) the CaixaBank Audit and Control Committee and the “la Caixa” Control Committee must both issue reports when either of the Parties proposes a modification to the terms of this Protocol;
- (e) studying the investments made within CaixaBank’s preferential areas of activities, as delimited in this Protocol, for the purpose of establishing the existence of conflicts of interests between the Parties.

In those cases in which the possibility of the Parties carrying out a joint investment in one of these preferential areas is being evaluated, it shall be the responsibility of the CaixaBank Audit and Control Committee and of the “la Caixa” Control Committee to draw up reports, which they shall make available to the CaixaBank or the “la Caixa” Board of Directors, as appropriate, so that these bodies made evaluate in advance whether it is worth making said joint investment;

- (f) the drawing up of a prior report when so required by the contracting of the provision of any type of service, or the carrying out of any transaction contemplated in Clause 4.3. In these prior reports, the CaixaBank Audit and Control Committee and the “la Caixa” Control Committee must issue an express opinion on the principle terms of the intragroup business in question, including object, price and term; and
- (g) the gathering of information and the interviewing of those persons they deem necessary to carry out the functions they are charged with by this Protocol. These persons may belong to the organisation of each of the Parties or be external advisors. Finally, the CaixaBank Audit and Control Committee and the la Caixa” Control Committee may hire advisors or independent experts to assist them in their functions, if they deem fit.

7.3 The CaixaBank Board of Directors shall ensure that the reports drawn up in compliance with Clause 7.2(b) above are published via the mean available to CaixaBank, so that the general public and, especially, the CaixaBank shareholders other than “la Caixa”, may be aware of the degree of compliance with the principles established in this Protocol.

8. ADHESION TO PROTOCOL

8.1 Insofar as the purpose of this Protocol is to govern relation between not only its

signatories, but also the respective Parties' groups, both Parties hereby undertake to forward the Protocol to the companies belonging to their groups as soon as possible, so that the latter's governing bodies take note of this Protocol and declare the corresponding company's adhesion thereto under the same terms and conditions agreed by the Parties.

- 8.2** In accordance with the provisions of Clause 1.4 hereto, the Parties also declare that, in their capacity as dominant companies of their respective groups, they assume responsibility for compliance on the part of the companies in which they hold a stake with the duties set forth in this Protocol.

9. TERM

This Protocol shall remain in force whilst "la Caixa" carries on its financial activities indirectly through CaixaBank, in accordance with Article 5 of Royal Decree-Act 11/2010, of 9 July, and Article 3.4 of the reworded text of the Savings Banks of Catalonia Act, of 11 March 2008.

10. TERMINATION OF THE INITIAL PROTOCOL

The Parties hereby place on record that this Protocol substitutes the Initial Protocol, which shall be deemed terminated from the date of this Protocol.

11. MODIFICATIONS

- 11.1** Any modification to this Protocol must receive (i) the approval of two thirds plus one of the members of the CaixaBank Board of Directors, as well as a favourable resolution from the CaixaBank Audit and Control Committee, and (ii) the approval of the "la Caixa" Board of Directors.

- 11.2** No modification to this agreement shall be valid unless it is placed on record in writing and signed by, or on behalf of, each one of the Parties.

For these purposes, "modification" is defined as any novation, widening, suppression or substitution of the contents of this Protocol, irrespective of the manner in which this is carried out. Both Parties expressly undertake to forward modifications to the Protocol to the companies of their respective groups as soon as possible after the modification agreement, for the purpose of their adhesion thereto.

- 11.3** No modification to this Protocol shall constitute a partial or complete waiver of the content of the Protocol, with all the Parties rights and duties remaining in force and fully effective, except for any that are the object of valid and express modification.

12. COMMUNICATIONS

12.1 Method of performance

All communications between the Parties regarding this protocol may be carried out by post or by telefax. In the latter case, messages shall be regarded as valid and binding provided that the telefax sender ID belongs to the counterparty and the original document appears to have been signed by a representative of the counterparty.

12.2 Addresses

For communication purposes, the Parties hereby designate the following addresses:

“la Caixa” and “la Caixa” Group Companies

- Address: Avenida Diagonal, 621 - 629 (Barcelona)
- For the attention of: Isidro Fainé Casas
- Fax no.: 93 404 69 96

CaixaBank and CaixaBank Group Companies

- Address: Avenida Diagonal, 621 (Barcelona)
- For the attention of: Juan María Nin Génova
- Fax no.: 93 330 97 24

12.3 Changes of address

All communications sent to the addresses set forth in the preceding section shall be deemed duly made, unless the addressee has previously notified the counterparty by registered delivery of a change in direction.

13. SEVERABILITY

Should any of the provisions of this Protocol be deemed invalid or unenforceable, it shall (insofar as it is invalid or unenforceable) not be effective and shall be regarded as not included in this Protocol, but shall not invalidate any of the other provisions of the Protocol (unless the contractual balance between the Parties were to be substantially altered as a consequence of said invalidity or unenforceability). The Parties shall make every reasonable effort to replace the invalid or unenforceable provision with a valid and enforceable replacement provision whose effect is as close as possible to the desired effect of the invalid or unenforceable provision.

14. DISPUTE RESOLUTION

14.1 Amicable agreement

Should there be any disagreement, dissension, complaint or dispute (a “**Dispute**”) between the Parties regarding the validity of, compliance with, performance or termination of the Protocol, the Parties shall, before resorting to the courts and tribunals, attempt to resolve it amicably in accordance with the following procedure:

- (a) Either of the Parties may provide formal notice to the other of the issues to which the Dispute relates (the “**Dispute Notice**”).
- (b) The Parties shall have a duty to negotiate in good faith for a period of 15 business days from receipt of the Dispute Notice, to attempt to reach a mutually acceptable agreement. To this end, each of the Parties shall have a duty to draw up and submit to the other, within the 10 business days of receipt of the Dispute Notice, a report which (i) identifies the Dispute, (ii) explains its position with regard thereto, and (iii) includes one or more proposals for its resolution.
- (c) The Parties shall make their best efforts to reach agreement on (i) the substance of the Dispute and, as the case may be, (ii) on the procedure for its extrajudicial resolution.

14.2 Jurisdiction and competence

Should the Parties not reach agreement on the substance of the Dispute or, as the case may be, on the procedure for its resolution, within a period of 3 months, the Dispute may be referred to the courts and tribunals of the city of Barcelona, to whose jurisdiction the Parties expressly, clearly and categorically submit.

15. LEGISLATION

This Protocol shall be governed by the laws of Spain.

IN WITNESS WHEREOF, the Parties initial each sheet and sign at the bottom of the two copies of which the Protocol consists, to one effect, in the place and on the date first above written.

**Caixa d'Estalvis i Pensions de
Barcelona, "la Caixa"**

CaixaBank, S.A.

Isidro Fainé Casas

Juan María Nin Génova

ANNEX I

Summary of definitions

Framework Agreement means the agreement signed on 27 January 2011 by “la Caixa”, CaixaBank (then named Criteria CaixaCorp, S.A.) and Microbank de “la Caixa”, S.A.U. regarding the Reorganisation Operations, as modified on 24 February 2011, at which time its economic terms were definitively established.

Building Center means Building Center, S.A.U.

CaixaBank means CaixaBank, S.A.

CNMV means the *Comisión Nacional del Mercado de Valores* (Spanish National Securities Exchange Commission).

“la Caixa” Group means the “la Caixa” Group Companies and the CaixaBank Group Companies, jointly.

“la Caixa” means Caixa d’Estalvis i Pensions de Barcelona.

Reorganisation Operations has the meaning attributed in Recital IV.

Party means “la Caixa” and CaixaBank, individually.

Parties means “la Caixa” and CaixaBank, jointly.

Protocol means this internal relations protocol.

Initial Protocol means the internal relations protocol signed on 19 September 2007 by “la Caixa” and Criteria CaixaCorp, S.A.

Intragroup Services means relations between “la Caixa” Group Companies and CaixaBank Group Companies currently in force, as well as any services and/or transactions that may be agreed upon in the future.

Servihabitat means Servihabitat XXI, S.A.U.

CaixaBank Group Companies means CaixaBank and the companies of its group at any given time.

“la Caixa” Group Companies means “la Caixa” and the companies of its group at any given time, but excluding CaixaBank and the CaixaBank Group Companies.

ANNEX II

Listing of CaixaBank Group Companies

	COMPANY	%	DIRECT / INDIRECT
1.	AGENCAIXA, S.A., Agencia de Seguros	100%	Indirect (VidaCaixa Grupo S.A.U. is owner of 100%, except for 2 shares owned by VidaCaixa, S.A. de Seguros y Reaseguros)
2.	CATALUNYA DE VALORES, SGPS Unipessoal	100%	Direct
3.	CAIXA DE BARCELONA SEGUROS DE VIDA, S.A.U. de Seguros y Reaseguros	100%	Indirect (VidaCaixa Grupo, S.A.U. is owner of 100%)
4.	CEGIPRO, S.A.S.	100%	Indirect (Hodefi, S.A.S. is owner of 100%)
5.	FINCONSUM, E.F.C., S.A., Sociedad Unipersonal	100%	Direct
6.	GDS-CORREDURIA DE SEGUROS, S.L.	67%	Direct
7.	GESTICAIXA, S.G.F.T., S.A.	100%	91% Direct and 9% via VidaCaixa, S.A. de Seguros y Reaseguros
8.	GP DESARROLLOS URBANISTICOS TARRACONENSES, S.L., Sociedad Unipersonal (in course of being absorbed by HOLRET, S.L., Sociedad Unipersonal)	100%	Indirect (Holret, S.L., Sociedad Unipersonal is owner of 100%)
9.	HODEFI, S.A.S.	100%	Indirect (Holret, S.L., Sociedad Unipersonal is owner of 100%)
10.	HOLRET, S.L., Sociedad Unipersonal	100%	Direct
11.	INVERCAIXA GESTIÓN, S.A. SGIC, Sociedad Unipersonal	100%	Direct
12.	INVERVIDA CONSULTING, S.L.	100%	Indirect (VidaCaixa Grupo, S.A.U. is owner of 100%)
13.	LAYGE SNC (in course of being liquidated)	100%	Indirect (Sodemi is owner of 100%)
14.	NEGOCIO DE FINANZAS E INVERSIONES II, S.L., Sociedad Unipersonal	100%	Direct

	COMPANY	%	DIRECT / INDIRECT
15.	RECOUVREMENTS DULUD, S.A.S.	100%	Indirect (Hodefí, S.A.S. is owner of 100%)
16.	SCI CAIXA DULUD (in course of being liquidated)	100%	Indirect (Holret, S.L. is owner of 100%)
17.	SEFA, S.A.R.L. (in course of being liquidated)	100%	Indirect (Sodemi is owner of 100%)
18.	SODEMI S.A.S. (in course of being absorbed by RECOUVREMENTS DULUD, S.A.S.)	100%	Indirect (Hodefí S.A.S. is owner of 100%)
19.	SOGAL, S.A.R.L.	100%	Indirect (Sodemi is owner of 100%)
20.	VIDACAIXA, S.A.	100%	Indirect (100% owned by VidaCaixa Grupo, S.A.U. except for 1 share owned by Agencaixa, S.A.)
21.	VIDACAIXA ADESLAS, S.A. de Seguros y Reaseguros, S.A. (it is foreseen that it ceases being a company of the Group during July 2011)	100%	Indirect (99.59% by VidaCaixa Grupo, S.A.U. and 0.41% by Invervida Consulting, S.L.)
22.	VIDACAIXA GRUPO, S.A.U., Sociedad Unipersonal	100%	Direct
23.	VIDACAIXA MEDIACIÓ, Sociedad de Agencia de Seguros Vinculada, S.A., Sociedad Unipersonal	100%	Indirect (100% owned by VidaCaixa Grupo, S.A.U.)
24.	WEB GESTIÓN 1, S.A., Sociedad Unipersonal	100%	Direct
25.	WEB GESTIÓN 2, S.A., Sociedad Unipersonal	100%	Direct
26.	WEB GESTIÓN 3, S.A., Sociedad Unipersonal	100%	Direct
27.	WEB GESTIÓN 4, S.A., Sociedad Unipersonal	100%	Direct
28.	WEB GESTIÓN 5, S.A., Sociedad Unipersonal	100%	Direct
29.	WEB GESTIÓN 6, S.A., Sociedad Unipersonal	100%	Direct
30.	WEB GESTIÓN 7, S.A., Sociedad Unipersonal	100%	Direct
31.	WEB GESTIÓN 9, S.L., Sociedad Unipersonal	100%	Direct
32.	ARIS ROSEN, S.A.	100%	Direct
33.	BUILDING CENTER, S.A.	100%	Direct

	COMPANY	%	DIRECT / INDIRECT
34.	CAIXA CAPITAL MICRO, SCR. SAU	100%	Direct
35.	CAIXA CAPITAL SEMILLA, S.C.R. de régimen simplificado, S.A.	100%	Direct
36.	CAIXA CORP, S.A.	100%	Direct
37.	CAIXA EMPRENDEDOR XXI, S.A.	100%	Direct
38.	CAIXA ESTEL I, S.A.	100%	Direct
39.	CAIXA FINANCE B.V.	100%	Direct
40.	CAIXA GIRONA GESTIO, S.A.	100%	Direct
41.	CAIXA GIRONA PENSIONS, S.A.	100%	Direct
42.	CAIXA INSTANT, S.A.	100%	Direct
43.	CAIXA PREFERENCE, S.A.U.	100%	Direct
44.	CAIXACARD, S.A.	100%	Direct
45.	CAIXACONSULTING, S.A.	100%	Direct
46.	CAIXADIAGONAL, S.A.	100%	Direct
47.	CAIXAJOCS, S.A.	100%	Direct
48.	CAIXAJOVE, S.A.	100%	Direct
49.	CAIXAJUNIOR, S.A.	100%	Direct
50.	CAIXALIFE, S.A.	100%	Direct
51.	CAIXAMAIL, S.A.	100%	Direct
52.	CAIXAMARKET, S.A.	100%	Direct
53.	CAIXAMEDITERRÁNEA, S.A.	100%	Direct
54.	CAIXAMONEY, S.A.	100%	Direct
55.	CAIXARECORD, S.A.	100%	Direct
56.	CAIXARENTING, S.A.	100%	Direct
57.	CAIXASENIOR, S.A.	100%	Direct
58.	CAIXASPORT, S.A.	100%	Direct
59.	CAIXASTART, S.A.	100%	Direct

	COMPANY	%	DIRECT / INDIRECT
60.	CAIXAVIDA, S.A.	100%	Direct
61.	CANALCAIXA, S.A.	100%	Direct
62.	CASTELLANACAIXA, S.A.	100%	Direct
63.	CORPORACIÓN HIPOT. MUTUAL, S.A., E.F.C.	100%	Direct
64.	CREDICAIXA, S.A.	100%	Direct
65.	ELECTRONI CAIXA I, S.A.	100%	Direct
66.	FIDOCAIXA, S.A.	100%	Direct
67.	FIN-CAIXA I, S.A.	100%	Direct
68.	GDS-FOMENT INMOBILIARI I, S.A.	100%	Direct
69.	GDS-GRUPO DE SERVICIOS I, S.A.	100%	Direct
70.	GESCAIXA, S.A.	100%	Direct
71.	HIPOTECAIXA I, S.A.U.	100%	Direct
72.	INTERCAIXA, S.A.	100%	Direct
73.	LA CAIXA NET, S.A.	100%	Direct
74.	LA CAIXA OLÍMPICA, S.A.	100%	Direct
75.	LIDERES DE EMPRESAS SIGLO XXI, S.L.	100%	Direct
76.	MERCHANTCAIXA, S.A.	100%	Direct
77.	MULTIMAR CAIXA, S.A.	100%	Direct
78.	MUNDICAIXA, S.A.	100%	Direct
79.	NAVIERA ARGOS, A.I.E.	95%	Direct
80.	REDCAIXA, S.A.	100%	Direct
81.	RENTCAIXA 1, S.A.	100%	Direct (99.9%) and indirect (0.1%; 1 share by CaixaCorp, S.A.)
82.	SERV. PREV. MAN. GRUPO CAIXA, CB	100%	Direct
83.	SERVEIS INFORMÀTICS DE LA CAIXA, S.A.	100%	Direct
84.	SERVICAIXA, S.A.	100%	Direct

	COMPANY	%	DIRECT / INDIRECT
85.	SILC IMMOBLES, S.A.	100%	Direct (0,1%) and indirect (99.9% via Silc Serveis Informàtics de la Caixa, S.A.)
86.	TELECAIXA, S.A.	100%	Direct
87.	TENEDORA DE VEHÍCULOS, S.A.	65%	Indirect (CaixaRenting, S.A.)
88.	TOTCAIXA, S.A.	100%	Direct
89.	VIDEOCAIXA, S.A.	100%	Direct
90.	CAIXA DE BARCELONA SEGUROS DE VIDA, S.A.	100%	Direct
91.	TRADE CAIXA I, S.A.	100%	Direct
92.	E-LA CAIXA, S.A.	100%	Direct
93.	ALL GLOBAL NAMES, S.A.	100%	Indirect
94.	GDS - CUSA, S.A.	100%	Direct
95.	SUMINISTROS URBANOS Y MANTENIMIENTO., S.A.	100%	Direct
96.	VALORACIONES Y TASACIONES HIPOT., S.A.	100%	Direct
97.	MEDICAIXA, S.A.	100%	Direct
98.	CAIXA CAPITAL RISC, S.G.E.C.R., S.A.	100%	Direct
99.	GESTORCAIXA, S.A.	100%	Direct
100.	PROMOCAIXA, S.A.	100%	Direct
101.	GRUPCAIXA CARD, S.A.	100%	Direct
102.	FINANCIACAIXA 2, E.F.C.,S.A.	100%	Direct
103.	ESTUGEST, S.A.	100%	Direct
104.	CAIXA CAPITAL PYME INNOVACIÓN, S.C.R. de rég. simp., S.A.	81%	Direct
105.	NAVIERA KURILES, A.I.E.	68%	Direct
106.	INVERSIONES INMOBILIARIAS OASIS RESORT, S.L.	60%	Direct
107.	INVERSIONES INMOBILIARIAS TEGUISE RESORT, S.L.	60%	Direct

ANNEX III

Listing of “la Caixa” Group Companies

	COMPANY	%	DIRECT / INDIRECT
1.	ARRENDAMENT IMMOBILIARI ASSEQUIBLE, S.L.U.	100%	Indirect
2.	ARRENDAMENT IMMOBILIARI ASSEQUIBLE, S.L.U. II	100%	Indirect
3.	CAIXA NETWORK I, S.A.	100%	Direct
4.	CAIXA PODIUM I, S.A.	100%	Direct
5.	CAIXAHOLDING, S.A.	100%	Direct
6.	FOMENT IMMOBILIARI ASSEQUIBLE, S.A.U.	100%	Direct
7.	GRUPCAIXA, S.A.	100%	Direct
8.	CAIXA ASSISTANCE, S.A.*	100%	Direct
9.	CAIXA TITOL, S.A.*	100%	Direct
10.	CLUBCAIXA I, S.A.*	100%	Direct
11.	ELS ARBRES DE LA TARDOR, S.L.*	100%	Indirect
12.	ESTUIMMO, S.A.*	100%	Direct
13.	ESTUINVEST, S.L.*	100%	Direct
14.	ESTULLOGIMMO, S.L.*	100%	Direct
15.	ESTUVENDIMMO, S.L.*	100%	Direct
16.	NORTON CENTER, S.L.U.*	100%	Indirect
17.	PALAU MIGDIA, S.L.*	50%	Indirect
18.	SERVIHABITAT ALQUILER II, S.L.U.*	100%	Indirect
19.	SERVIHABITAT ALQUILER III, S.A.*	100%	Indirect
20.	SERVIHABITAT ALQUILER IV, S.A.*	100%	Indirect
21.	SERVIHABITAT ALQUILER, S.L.*	100%	Indirect
22.	SERVIHABITAT XXI, S.A.*	100%	Direct

	COMPANY	%	DIRECT / INDIRECT
23.	INVERSIONES AUTOPISTAS, S.L.*	50,1%	Direct
24.	MEDITERRÁNEA BEACH & GOLF COMMUNITY, S.A.*	100%	Direct and indirect

* It is planned for these to be transferred to CaixaHolding, S.A.

ANNEX IV

Advance termination clause in agreements on the provision of Intragroup Services

Agreements on the provision of Intragroup Services must include an advance termination clause that follows the specimen set out below:

“Each party shall be entitled to terminate this agreement by providing 90 days advance notice in the hypothetical case that Caixa d’Estalvis i Pensions de Barcelona ceases to have effective control over CaixaBank, S.A. according to the terms of the internal relations protocol signed by said entities on 1 July 2011. In such a case, both parties shall agree in good faith any break costs that may be caused by the advance termination, as the case may be, for each of them”.

ANNEX V

List of property-related services that Servihabitat shall provide to Building Center

1. FINANCE, ACCOUNTING AND MANAGEMENT CONTROL

- (i) Financial and accounting services related to the properties assets of Building Center.
- (ii) Financial and accounting services related to the properties assets of “la Caixa”.

2. SALES

- (i) The sale on an exclusive basis of properties owned by “la Caixa” arising from repossessions (IPRC), investments and retail property assets, including the management and formalisation of sales of the properties owned by Building Center.
- (ii) The management, sale on an exclusive basis and formalisation of sales of the property assets of Building Center, both those arising from its own assets as well as those assigned to it in judicial procedures for the sale of collateral.

3. LEGAL ADVICE

- (i) Legal advice on “la Caixa” properties, both retail property assets and those for its own use on a leasehold basis.
- (ii) Legal advice on Building Center’s property-related activities.

4. OPERATIONS

- (i) Services related to Building Center property assets.
 - (a) Auctions: services related to mortgage and collateral repossession procedures, in their study and auction stages, establishing the minimum and maximum prices for auction bids and giving instructions on the matter.
 - (b) The administration, management, control, monitoring valuation and upkeep of Building Center’s property assets, irrespective of the originating reason for their becoming part thereof.
 - (c) Leasehold product commercial services: the management, marketing, and formalisation of lease agreements for the property assets owned by Building Center which the latter charges it with at any given time.
 - (d) Equipment, applications and communications maintenance management.
- (ii) Services related with “la Caixa”’s property assets, including those properties it uses itself, management of acquisitions from private individuals, the marketing of leasehold agreements.

5. INVESTMENTS

- (i) Land management services related to Building Center property assets, including the classification of assets and the analysis of administration with regard to both developments and land.

- (ii) Management services in the acquisition of properties from developers, from their analysis and valuation to the formalisation of the purchase and subsequent reporting.