Final Terms dated 15 April 2015

Criteria CaixaHolding, S.A., Sociedad Unipersonal

(*incorporated as a public limited company*)

Issue of

€1,000,000,000 1.625 per cent. Notes due 2022

under the €3,000,000,000

Euro Medium Term Note Programme

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 26 March 2015 which constitutes a base prospectus (the "**Base Prospectus**") for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**"), as amended. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. For the purpose of article 14 of the Prospectus Directive, the Base Prospectus and these Final Terms are published on the website of the CNMV (www.cnmv.es).

1.	Issuer:		Criteria CaixaHolding, S.A., Sociedad Unipersonal
2.	(i)	Series Number:	1
	(ii)	Tranche Number:	1
	(iii)	Date on which the Notes will be consolidated and form a single Series:	Not applicable
3.	Specified Currency or Currencies:		Euro ("**EUR**")
4.	Aggregate Nominal Amount:		
	(i)	Series:	EUR 1,000,000,000
	(ii)	Tranche:	EUR 1,000,000,000
5.	Issue Price:		99.974 per cent. of the Aggregate Nominal Amount
6.	(i)	Specified Denominations:	EUR 100,000

	(ii)	Calculation Amount:	EUR 100,000
7.	(i)	Issue Date:	21 April 2015
	(ii)	Interest Commencement Date:	Issue Date
8.	Maturity Date:		21 April 2022
9.	Interest Basis:		1.625 per cent. Fixed Rate (see paragraph 14 below)
10.	Redemption Basis:		Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount.
11.	Change of Interest Basis:		Not Applicable
12.	Put/Call Options:		Not Applicable (see paragraphs 17/18 below)
13.	(i)	Status of the Notes:	Senior Unsecured
	(ii)	Date approval for issuance of Notes obtained:	The issuance of the Notes was approved on 15 April 2015 by Mr. Marcelino Armenter Vidal, authorised to approve any issuance of Notes under the Programme through execution of the Final Terms, pursuant to the authorisation granted by the resolution of the Board of Directors of the Issuer passed on 26 February 2015 on the basis of the decision of the sole shareholder of the Issuer taken on 9 October 2014.

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14.	Fixed Rate Note Provisions		Applicable
	(i)	Rate(s) of Interest:	1.625 per cent. *per annum* payable in arrear on each Interest Payment Date
	(ii)	Interest Payment Date(s):	21 April in each year up to and including the Maturity Date
	(iii)	Fixed Coupon Amount(s):	EUR 1,625 per Calculation Amount
	(iv)	Broken Amount(s):	Not Applicable
	(v)	Day Count Fraction:	Actual/Actual (ICMA)

	(vi) Determination Date(s):	21 April in each year
15.	Floating Rate Note Provisions	Not Applicable
16.	Zero Coupon Note Provisions	Not Applicable

PROVISIONS RELATING TO REDEMPTION

17.	Call Option:	Not Applicable
18.	Put Option:	Not Applicable
19.	Final Redemption Amount:	EUR 100,000 per Calculation Amount
20.	Early Redemption Amount payable on redemption for taxation reasons or upon the occurrence of an Event of Default:	EUR 100,000 per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

21.	Form of Notes:	
	(i) Form:	Book-Entry Notes: Uncertificated, dematerialised book-entry form notes (*anotaciones en cuenta*) registered with Iberclear as managing entity of the Spanish Central Registry.
22.	Financial Centre(s):	
	(i) Principal Financial Centre:	TARGET2
	(ii) Additional Financial Centre(s):	Not Applicable

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	Listing and Admission to trading	Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on AIAF with effect from 30 days after the Issue Date.
(ii)	Estimate of total expenses related to admission to trading:	EUR 3,125,500

2. RATINGS

Ratings:	The Notes to be issued are expected to be rated BBB- (positive outlook) by Fitch Ratings España, S.A.U. ("**Fitch**"). Fitch is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**").

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Save for CaixaBank, S.A., which acts as Joint Lead Manager and Paying Agent, and is a Subsidiary of the Issuer, and any fees payable to the Joint Lead Managers, as far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The Joint Lead Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.

4. YIELD

Indication of yield:	1.629 per cent. *per annum* The yield is calculated at the Issue Date on the basis of the Issue Price and on the basis that the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount. It is not an indication of future yield.

5. OPERATION INFORMATION

(i)	ISIN Code:	ES0205045000
(ii)	Common Code:	122180085

(iii)	Any clearing system(s) other than, Iberclear and the relevant identification number(s):	Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme, Luxembourg
(iv)	Delivery:	Delivery against payment

6. **DISTRIBUTION**

(i)	Method of Distribution:	Syndicated
(ii)	If syndicated:	
	(A) Names of Dealers:	Banco Santander, S.A. CaixaBank, S.A. Merrill Lynch International Morgan Stanley & Co. International plc Société Générale (the "**Joint Lead Managers**")
	(B) Stabilisation Manager(s), if any:	Société Générale
(iii)	If non-syndicated, name of Dealer:	Not Applicable
(iv)	U.S. Selling Restrictions:	Reg S Compliance Category 2

7. **NOTEHOLDERS' SYNDICATE AND APPOINTMENT OF THE COMMISSIONER**

In accordance with Condition 12 (*Syndicate of Noteholders and Modification*) of the Base Prospectus, and for this issue of securities, Bondholders, S.L., holding Tax Identification Number (*NIF*) B-98604986 and with domicile at Avenida Francia 17, Escalera A, Puerta 1, Valencia, Spain has been appointed as Commissioner.

8. **REGULATIONS OF THE SYNDICATE OF NOTEHOLDERS**

ESTATUTOS DEL SINDICATO DE BONISTAS	**REGULATIONS OF THE SYNDICATE OF NOTEHOLDERS**
EMISIÓN DE BONOS SENIOR SIMPLES	*ISSUE OF SENIOR UNSECURED NOTES*
En caso de discrepancia, la versión española prevalecerá	In case of discrepancy, the Spanish version shall prevail.
TÍTULO I: CONSTITUCIÓN, DENOMINACIÓN, OBJETO, DOMICILIO, DURACIÓN Y GOBIERNO DEL SINDICATO BONISTAS	**TITLE I: INCORPORATION, NAME, PURPOSE, ADDRESS, DURATION AND GOVERNANCE OF THE SYNDICATE OF NOTEHOLDERS**

Artículo 1.- Constitución. El Sindicato de Bonistas de la emisión de Bonos Senior Simples por importe de 1,000,000,000 de euros con vencimiento en abril del 2022 emitidos por Criteria CaixaHolding, S.A., Sociedad Unipersonal (en adelante, respectivamente el "**Emisor**" y los "**Bonos**") quedará constituido una vez se suscriban y desembolsen los Bonos.

Este Sindicato se regirá por los presentes Estatutos y por el Texto Refundido de la Ley de Sociedades de Capital y demás disposiciones legales vigentes en cada momento.

Artículo 2.- Denominación. El Sindicato se denominará "Sindicato de Bonistas de la Emisión de Bonos Senior Simples con vencimiento en abril del 2022 de Criteria CaixaHolding".

Artículo 3.- Objeto. El Sindicato de Bonistas tendrá por objeto la defensa de los legítimos intereses de los titulares de Bonos (los "**Bonistas**") en relación con el Emisor, mediante el ejercicio de los derechos que se les reconoce en la ley por la que se rigen y en estos Estatutos.

Artículo 4.- Domicilio. El domicilio del Sindicato se fija en Barcelona, Avenida Diagonal, número 621. La Asamblea General de Bonistas podrá, sin embargo, reunirse en cualquier otro lugar, siempre que así se exprese en la correspondiente convocatoria.

Artículo 5.- Duración. El Sindicato de Bonistas estará vigente hasta que se haya producido la amortización de todos los Bonos o su extinción por cualquier otro motivo.

Artículo 6.- Órganos del sindicato. El gobierno del Sindicato de Bonistas corresponderá:

Article 1.- Incorporation The syndicate of noteholders of the issue of the €1,000,000,000 Senior Unsecured Notes due April 2022 issued by Criteria CaixaHolding, S.A., Sociedad Unipersonal (hereinafter, respectively, the "**Issuer**" and the "**Notes**") shall be incorporated once the Notes have been fully subscribed and paid.

This Syndicate shall be governed by these regulations and by the Spanish Companies Act and other applicable legislation from time to time.

Article 2.- Name. The Syndicate shall be named "Syndicate of Noteholders of the Issue of Senior Unsecured Notes due April 2022 of Criteria CaixaHolding".

Article 3.- Purpose. This Syndicate of Noteholders is formed for the purpose of protecting the lawful interest of the holders of the Notes (the "**Noteholders**") vis-à-vis the Issuer, by means of the exercise of the rights granted by the applicable laws and the present regulations.

Article 4.- Address. The address of the Syndicate shall be located in Barcelona, Avenida Diagonal, number 621. However, the Noteholders General Meeting is also authorised to hold a meeting in any other place, provided that it is specified in the notice convening the meeting.

Article 5.- Duration. This Syndicate of Noteholders shall exist until all of the Notes have been redeemed, or until its cancellation for any other reason.

Article 6.- Syndicate management bodies. The Management bodies of the Syndicate of Noteholders are:

a) A la Asamblea General de Bonistas; y

b) Al Comisario.

a) The General Meeting of Noteholders; and

b) The Commissioner.

Título II: LA ASAMBLEA GENERAL DE BONISTAS

Title II: THE NOTEHOLDERS GENERAL MEETING

Artículo 7.- Naturaleza jurídica. La Asamblea General de Bonistas, debidamente convocada y constituida, es el órgano de expresión de la voluntad de los Bonistas y sus acuerdos vinculan a todos los Bonistas en la forma establecida en la ley.

Article 7.- Legal nature. The Noteholders General Meeting, duly called and constituted, is the body of expression of the Noteholders' will and its resolutions are binding for all the Noteholders in the way legally stated.

Artículo 8.- Legitimación para convocatoria. La Asamblea General de Bonistas será convocada por el Consejo de Administración del Emisor o por el Comisario, siempre que lo estimen conveniente. No obstante lo anterior, el Comisario deberá convocarla cuando lo soliciten por escrito, con indicación del objeto de la convocatoria, un número de Bonistas que represente, al menos, la vigésima parte del importe total de los Bonos emitidos y no amortizados o, de ser distinto, aquel otro porcentaje establecido al efecto en la ley. En tal caso, la Asamblea deberá ser convocada para su celebración dentro del mes siguiente a aquél en que el Comisario hubiere recibido la solicitud.

Article 8.- Standing for convening meetings. The Noteholders General Meeting shall be convened by the Board of Directors of the Issuer or by the Commissioner, whenever they may deem it convenient. Nevertheless, the Commissioner shall convene a General Meeting, expressly indicating the purpose of the calling, when Noteholders holding at least the twentieth part of the outstanding amount of the Notes issued and not redeemed or, if different, any other percentage set forth in the applicable law, request it in writing. In such case, the General Meeting shall be convened to be held in the following month of receipt of the written notice by the Commissioner.

Artículo 9.- Forma de convocatoria. La convocatoria de la Asamblea General de Bonistas se hará mediante anuncio que se publicará con la antelación prevista al efecto en la normativa vigente o, en ausencia de esta, con al menos un mes de antelación a la fecha fijada para su celebración, en la página web del Emisor. El anuncio deberá expresar el lugar y la fecha de la reunión, los asuntos que hayan de tratarse, la forma de acreditar la titularidad de los Bonos para tener derecho de asistencia a la misma y cualesquiera otros aspectos exigidos en su caso en la

Article 9.- Procedure for convening meetings. The Noteholders General Meeting shall be convened by notice published in accordance with the applicable legislation or, in absence of this legislation, with at least a month before the date set for the meeting, on the web page of the Issuer. The notice shall state the place and the date for the meeting, the agenda for the meeting, the way in which ownership of the Notes shall be proved in order to have the right to attend the General Meeting and any other aspects that may be required by the applicable

normativa vigente.

En los supuestos previstos en el artículo 423.2 de la Ley de Sociedades de Capital, la convocatoria de la Asamblea General de Bonistas se hará de acuerdo con los requisitos previstos en dicho artículo y en la forma establecida en dicho cuerpo legal para la junta general de accionistas.

Artículo 10.- Derecho de asistencia. Tendrán derecho de asistencia a la Asamblea los Bonistas que hayan adquirido dicha condición con al menos cinco días hábiles de antelación a aquel en que haya de celebrarse la reunión. Los miembros del Consejo de Administración del Emisor podrán asistir a la Asamblea aunque no hubieren sido convocados.

Artículo 11.- Derecho de representación. Todo Bonista que tenga derecho de asistencia a la Asamblea podrá hacerse representar por medio de otra persona. La representación deberá conferirse por escrito y con carácter especial para cada Asamblea.

Artículo 12.- Quórum de asistencia y adopción de acuerdos. La Asamblea podrá adoptar acuerdos siempre que los asistentes representen a las dos terceras partes del importe total de los Bonos en circulación o aquel otro porcentaje inferior que en su caso se fije en la normativa vigente en cada momento para la adopción de acuerdos. Los acuerdos se adoptarán por mayoría absoluta calculada sobre los votos correspondientes a dicho importe, salvo aquellas materias para las que la normativa vigente en su caso exija un porcentaje superior. Cuando no se lograse la concurrencia de titulares de Bonos necesaria para la celebración en primera convocatoria, la Asamblea podrá celebrarse en segunda convocatoria según lo previsto al efecto por la normativa vigente, pudiéndose entonces tomarse los

legislation.

In the events established in article 423.2 of the Spanish Companies Act, the convening of the Noteholders General Meeting shall be made in accordance with the requirements set out in the abovementioned article and in the manner set out in the abovementioned legal text regarding the shareholders general meeting.

Article 10.- Right to attend meetings. Noteholders who have been so at least five days prior to the date on which the General Meeting is scheduled, shall have the right to attend the meeting. The members of the Board of Directors of the Issuer shall have the right to attend the Meeting even if they have not been requested to attend.

Article 11.- Right to be represented. All Noteholders having the right to attend the Meeting also have the right to be represented by another person. Appointment of a proxy must be in writing and only for each particular Meeting.

Article 12.- Quorum for meetings and to pass resolutions. The Meeting shall be entitled to pass resolutions if Noteholders representing at least two thirds of the principal amount of the Notes in issue, or any other lower percentage that the applicable legislation may establish to pass resolutions, are present or represented. The resolutions shall be approved by an absolute majority of the votes corresponding to such amount, except for those decisions in which the applicable legislation requires a higher percentage. If the quorum of Noteholders at the first meeting is not reached, the Meeting may be held at second call in accordance with the applicable legislation, and the resolutions may be passed by an absolute majority of the Noteholders present or represented. Nevertheless, the

acuerdos por mayoría absoluta calculada sobre los votos correspondientes a los asistentes. No obstante lo anterior, la Asamblea se entenderá convocada y quedará válidamente constituida para tratar de cualquier asunto siempre que estén presentes o debidamente representados todos los Bonistas y acepten por unanimidad la celebración de la Asamblea.

Meeting shall be deemed called and validly constituted to pass any resolution if Noteholders representing the entire Notes in issue are present and provided that the Noteholders present unanimously approve the holding of such Meeting.

Artículo 13.- Derecho de voto. En las reuniones de la Asamblea, cada Bono conferirá derecho a un voto, salvo que de acuerdo con la normativa vigente se prevea una fórmula de cálculo distinta.

Article 13.- Voting rights. In Meeting, each Note shall have the right to one vote, unless a different calculation methodology is established by applicable law.

Artículo 14.- Presidencia de la Asamblea. La Asamblea estará presidida por el Comisario, quien dirigirá los debates, dará por terminadas las discusiones cuando lo estime conveniente y someterá los asuntos a votación.

Article 14.- President of the Meeting. The Commissioner shall be the president of the Meeting, shall chair the discussions and shall have the right to bring the discussions to an end when he considers it convenient and shall put the matters to vote.

Artículo 15.- Lista de asistencia. El Comisario elaborará, antes de entrar en el orden del día, la lista de los asistentes, expresando la representación de cada uno de ellos, en su caso, y el número de Bonos propios o ajenos con que concurren.

Article 15.- Attendance list. Before discussing the agenda for the meeting, the Commissioner shall form the attendance list, stating the nature and representation of each of the Noteholders present and the number of Notes at the meeting, both directly owned and/or represented.

Artículo 16.- Facultades de la Asamblea General.

La Asamblea General de Bonistas podrá acordar lo necesario para:

(a) la mejor defensa de los legítimos intereses de los Bonistas respecto del Emisor;

(b) destituir o nombrar al Comisario y, en su caso, al Comisario suplente;

(c) ejercer, cuando proceda, las acciones judiciales correspondientes;

Article 16.- Power of the General Meeting.

The Noteholders General Meeting may pass resolutions necessary for:

(a) the best protection of Noteholders' lawful interest vis-à-vis the Issuer;

(b) the dismissal or appointment of the Commissioner and, if applicable, the provisional Commissioner;

(c) the exercise, if appropriate, of corresponding legal claims;

(d) aprobar los gastos ocasionados por la defensa de los intereses comunes;

(e) modificar, de acuerdo con el Emisor, los términos y condiciones de los Bonos u otorgar cualquier dispensa o consentimiento en relación con éstos; y

(f) cualesquiera otras que le confiera la normativa vigente.

(d) the approval of expenses relating to the defence of the Noteholders' interests;

(e) the modification, as agreed with the Issuer, of the terms and conditions of the Notes or the granting of any waiver or consent in relation thereto; and

(f) any other that may be established by the applicable legislation.

Artículo 17.- Actas. El acta de las reuniones de la Asamblea General de Bonistas será aprobada por la propia Asamblea tras su celebración o, en su defecto, dentro del plazo de los 15 días siguientes, por el Comisario y dos Bonistas designados al efecto por la Asamblea General.

Article 17.- Minutes. The minutes of the meetings of the Noteholders General Meeting shall be approved by the Meeting after the meeting has been held, or, if not, within 15 days, by the Commissioner and, two Noteholders appointed for such purpose by the General Meeting.

Artículo 18.- Certificaciones. Las certificaciones de las actas serán expedidas por el Comisario.

Article 18.- Certificates. Certified copies of the minutes shall be issued by the Commissioner.

Artículo 19.- Ejercicio individual de acciones. Los Bonistas solo podrán ejercitar individualmente las acciones judiciales o extrajudiciales que les correspondan cuando no contradigan los acuerdos del Sindicato dentro de su competencia y sean compatibles con las facultades que al mismo se le hayan conferido.

Article 19.- Individual exercise of actions. The Noteholders will only be entitled to individually exercise judicial or extra judicial claims in each case when such claims do not contradict the resolutions previously adopted by the Syndicate, are within their powers, and are compatible with the competencies conferred upon the Syndicate.

Artículo 20.- Ejercicio colectivo de acciones. Los procedimientos o actuaciones que afecten al interés general o colectivo de los Bonistas solo podrán ser dirigidos en nombre del Sindicato en virtud de la autorización de la Asamblea General de Bonistas, y obligarán a todos ellos, sin distinción, quedando a salvo el derecho de impugnación de los acuerdos de la Asamblea establecido por la Ley.

Article 20.- Collective exercise of actions. The proceedings or actions that affect the general or collective interest of the Noteholders shall only be made on behalf of the Syndicate in accordance to the authorisation of the Noteholders General Meeting, and will be binding to all of them, without exception. Nevertheless, the right to impugn the resolutions of the Meeting established by law is not altered.

Todo Bonista que quiera promover el

Any Noteholder who wants to exercise a

ejercicio de una acción de esta naturaleza, deberá someterla al Comisario del Sindicato, quien, si la estima fundada, convocará la reunión de la Asamblea General.

Si la Asamblea General rechazara la proposición del Bonista, ningún tenedor de Bonos podrá reproducirla en interés particular ante los Tribunales de Justicia, a no ser que hubiese contradicción clara con los acuerdos y la reglamentación del Sindicato.

right of such nature shall submit it to the Commissioner, who, if appropriate, will convene the General Meeting.

In the event the General Meeting refuses the proposal of the Noteholder, no holder of Notes may reproduce it in its particular interest before the Courts of Justice, provided there is no clear contradiction with the resolutions and regulations of the Syndicate.

Título III: EL COMISARIO

Artículo 21.- Naturaleza jurídica del Comisario. El Comisario ostentará la representación legal del Sindicato de Bonistas y actuará de órgano de relación entre este y el Emisor.

Artículo 22.- Nombramiento y duración del cargo. Sin perjuicio del nombramiento contenido en el acuerdo de emisión de los Bonos adoptado por el Consejo de Administración del Emisor, el cual deberá ser ratificado por la Asamblea General de Bonistas, corresponderá a esta última la facultad de nombrar al Comisario, quien deberá ejercer el cargo en tanto dure el Sindicato y no sea sustituido por la Asamblea.

Artículo 23.- Facultades. Serán facultades del Comisario:

(a) Concurrir al otorgamiento del contrato de emisión y suscripción en nombre de los Bonistas y tutelar sus intereses comunes;

(b) convocar y presidir las Asambleas Generales de Bonistas;

(c) informar al Emisor de los acuerdos del Sindicato;

Title III: THE COMMISSIONER

Article 21.- Nature of the Commissioner. The Commissioner shall bear the legal representation of the Noteholders Syndicate and shall be the body for liaison between the Syndicate and the Issuer.

Article 22.- Appointment and duration of the office. Notwithstanding the appointment established in the issue agreement of the Notes adopted by the Board of Directors of the Issuer, which will require the ratification of the Noteholders General Meeting, the latter shall have the faculty to appoint the Commissioner, who shall exercise his office while the Syndicate exists and the General Meeting does not dismiss him.

Article 23.- Faculties. The Commissioner shall have the following faculties:

(a) Be present at the execution of the issue agreement and subscribe on behalf of the Noteholders and protect their common interests;

(b) to call and act as president of the Noteholders General Meeting;

(c) to inform the Issuer of the resolutions passed by the Syndicate;

(d) vigilar el pago de la remuneración, así como de cualesquiera otros pagos que deban realizarse a los Bonistas por cualquier concepto;

(e) ejecutar los acuerdos de la Asamblea General de Bonistas;

(f) ejercitar las acciones que correspondan al Sindicato; y

(g) en general, las que le confieran la ley y los presentes Estatutos.

(d) to control the payment of the compensation, and any other payments that shall be made by the Noteholders by any concept;

(e) to execute the resolutions of the Noteholders General Meeting;

(f) to exercise the actions corresponding to the Syndicate; and

(g) in general, the ones granted to him in the Law and the present regulations.

Artículo 24.- Comisario suplente. La Asamblea General podrá nombrar un comisario suplente que sustituirá al Comisario en caso de ausencia en el desempeño de tal función.

El Emisor podrá nombrar con carácter provisional un comisario suplente en el momento de adopción del acuerdo de emisión de los Bonos, el cual deberá ser ratificado por la Asamblea General de Bonistas.

Article 24.- Substitute Commissioner. The General Meeting shall appoint a substitute commissioner which will substitute the Commissioner in the event of absence in the performance of such position.

The Issuer may provisionally appoint a substitute commissioner when adopting the issue agreement of the Notes, which shall be ratified by the Noteholders General Meeting.

Título IV: JURISDICCIÓN

Artículo 25.- Sumisión a fuero. Para cuantas cuestiones relacionadas con el Sindicato pudieran suscitarse, los Bonistas se someten, con renuncia expresa a cualquier otro fuero, a la jurisdicción de los Juzgados y Tribunales de la ciudad de Barcelona. Esta sumisión se entenderá sin perjuicio de los fueros imperativos que pudieran ser de aplicación de acuerdo con la legislación vigente.

Title IV: JURISDICTION

Article 25.- Jurisdiction. For any disputes that may arise regarding the Syndicate, the Noteholders shall submit, with express waiver of their own forum, to the jurisdiction of the Courts and Tribunals of the city of Barcelona. This submission is subject to the existing forums that may apply according to the current legislation.

All the pages of these Final Terms have been duly initialled and signed in Barcelona, this 15 April 2015.

Signed on behalf of **Criteria CaixaHolding, S.A., Sociedad Unipersonal**:

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Mr. Marcelino Armenter Vidal

Managing Director