

TRUST INSTRUMENT

DATED 20 FEBRUARY 2014

Between

**DOURO FINANCE B.V.
as Issuer**

**DEUTSCHE TRUSTEE COMPANY LIMITED
as Trustee**

**BANCO BILBAO VIZCAYA ARGENTARIA, S.A.
as Arranger and Dealer**

**BANCO BILBAO VIZCAYA ARGENTARIA, S.A.
as Principal Paying Agent, Custodian, Calculation Agent, Account Bank and Selling Agent**

**BANCO BILBAO VIZCAYA ARGENTARIA, S.A.
as Vendor**

**BANCO BILBAO VIZCAYA ARGENTARIA, S.A.
as Counterparty**

and

**DEUTSCHE BANK AG, LONDON BRANCH
as Authentication Agent and Common Safekeeper**

relating to

DOURO FINANCE B.V.

**Series 2014-162 EUR 1,950,000 Secured Limited Recourse Foreign Exchange Rate Linked
Securities due 2018
issued pursuant
to its EUR 5,000,000,000
Limited Recourse Secured Debt Issuance Programme**

CONTENTS

Clause	Page
1. Effect of this Trust Instrument and Incorporation by Reference of Trust Terms Module and Other Modules	3
2. Amendments.....	5
3. Third Party Rights	5
4. Communications.....	5
5. Counterparts	5
6. Governing Law and Jurisdiction	5
7. Agent for Service of Process	6

Schedule

1. Issue Terms	7
• Annex : Form of Swap Transaction Confirmation	16
2. Notice Details.....	22
3. Form of Substitution Notice.....	25

DOURO FINANCE B.V.

Series 2014-162 EUR 1,950,000 Secured Limited Recourse Foreign Exchange Rate Linked Securities due 2018 (the “Securities”)

THIS TRUST INSTRUMENT is dated 20 February 2014 and made **BETWEEN**:

- (1) **DOURO FINANCE B.V.**, as issuer (the “**Issuer**”);
- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED**, as trustee (the “**Trustee**”);
- (3) **BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**, as arranger, (in such capacity, the “**Arranger**”) and as dealer (in such capacity, the “**Dealer**”);
- (4) **BANCO BILBAO VIZCAYA ARGENTARIA, S.A.**, as principal paying agent (in such capacity, the “**Principal Paying Agent**”), as custodian (in such capacity, the “**Custodian**”), as calculation agent (in such capacity, the “**Calculation Agent**”), as account bank (in such capacity, the “**Account Bank**”) and as selling agent (in such capacity, the “**Selling Agent**”);
- (5) **BANCO BILBAO VIZCAYA ARGENTARIA, S.A.** as vendor of the Charged Assets (in such capacity, the “**Vendor**”);
- (6) **BANCO BILBAO VIZCAYA ARGENTARIA, S.A.** as swap counterparty (in such capacity, the “**Counterparty**”); and
- (7) **DEUTSCHE BANK AG, LONDON BRANCH**, as authentication agent (in such capacity, the “**Authentication Agent**”) and as common safekeeper (in such capacity, the “**Common Safekeeper**”).

WHEREAS:

- (A) This Trust Instrument is entered into for the purposes of (a) constituting and securing the Securities and (b) setting out the terms of the agreements described herein made between the Issuer and each of the other parties hereto (as specified below) in relation to the Securities.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED AS FOLLOWS:

1. **EFFECT OF THIS TRUST INSTRUMENT AND INCORPORATION BY REFERENCE OF TRUST TERMS MODULE AND OTHER MODULES**
 - 1.1 Each of the parties has executed and delivered this Trust Instrument for the purpose of constituting and securing the Securities and/or entering into an agreement with one or more of the other parties, in each case as specified below.
 - 1.2 The Issuer, the Trustee and the Counterparty have executed this Trust Instrument for the purpose of constituting and securing the Securities on the terms of the following documents, which shall have

effect as though they were set out in full herein, in each case modified and/or supplemented to the extent specified in Schedule 1 to this Trust Instrument (but which shall be deemed to have been entered into only by the Issuer, the Trustee and the Counterparty):

- (a) "Trust Terms Module, July 2013 Edition";
- (b) "Bearer Securities Base Conditions Module, July 2013 Edition"; and
- (c) "General Definitions Module, July 2013 Edition".

The form of Substitution Notice for purposes of Condition 4(b)(i) is as set out in Schedule 3 of this Trust Instrument.

- 1.3 The Issuer, the Principal Paying Agent, the Custodian, the Calculation Agent, the Account Bank, the Selling Agent, the Authentication Agent and the Trustee have executed this Trust Instrument for the purpose of entering into an Agency Agreement in relation to the Securities on the terms of the following document, which shall have effect as though set out in full herein, (but which shall be deemed to have been entered into only by the Issuer, the Principal Paying Agent, the Custodian, the Calculation Agent, the Account Bank, the Selling Agent, the Authentication Agent and the Trustee):

"Agency Terms Module, July 2013 Edition".

The Authentication Agent agrees that it will on the request of and on behalf of the Principal Paying Agent authenticate each Global Security and to effectuate the same in its capacity as Common Safekeeper.

- 1.4 The Issuer and the Dealer have executed this Trust Instrument for the purpose of entering into a Placing Agreement in relation to the Securities on the terms of the following document, which shall have effect as though set out in full herein (but which shall be deemed to have been entered into only by the Issuer and the Dealer):

"Placing Terms Module, July 2013 Edition".

- 1.5 The Issuer and the Counterparty have executed the Trust Instrument for the purpose of entering into the Swap Agreement in relation to the Securities on the terms of the following documents, which shall have effect as though set out in full herein, modified and/or supplemented to the extent specified in Annex 1 to Schedule 1 to this Trust Instrument (but which shall be deemed to have been entered into only by the Issuer and the Counterparty):

"Swap Schedule Terms Module, July 2013 Edition";

The form of each Swap Transaction Confirmation in respect of the Swap Agreement is as set out in Annex 1 to Schedule 1 of this Trust Instrument.

- 1.6 (a) The Issuer and the Vendor have executed the Trust Instrument for the purpose of entering into a Sale Agreement in relation to the Securities on the terms of the following document, which shall have effect as though set out in full herein (but shall be deemed to have been entered into only by the Issuer and the Vendor):

"Sale Agreement Terms Module, July 2013 Edition".

(b) For the purposes of Paragraph 1(6) of the Sale Agreement Terms Module, Price means EUR 2,000,000.

1.7 Unless the context otherwise requires or it is otherwise provided therein, terms used in the documents incorporated by reference into this Trust Instrument in accordance with this Clause 1 shall have the meanings given in "General Definitions Module, July 2013 Edition".

2. AMENDMENTS

Except as otherwise provided in this Trust Instrument or in any of the documents incorporated by reference into this Trust Instrument in accordance with Clause 1 above, each of the documents deemed to have been entered into pursuant to Clause 1 above may be modified or amended without the consent or agreement of any party hereto which is not deemed to have entered into such document in accordance with Clause 1 above.

3. THIRD PARTY RIGHTS

A person who is not a party to this Trust Instrument or any agreement entered into on terms set out in and/or incorporated by reference into this Trust Instrument has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Trust Instrument or, as the case may be, any such agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

4. COMMUNICATIONS

Each party designates as its fax number, telephone number and address for the receipt of any communication relating to the Securities or any of the documents incorporated by reference into this Trust Instrument in accordance with Clause 1 above, the respective fax number, telephone number and address set out in Schedule 2 (*Notice Details*) of this Trust Instrument.

5. COUNTERPARTS

This Trust Instrument may be executed in any number of counterparts in which case this Trust Instrument will be as effective as if all the signatures on the counterparts were on a single copy of this Trust Instrument.

6. GOVERNING LAW AND JURISDICTION

6.1 This Trust Instrument and any non-contractual obligations arising out of or in connection with this Trust Instrument or any of the documents incorporated by reference into this Trust Instrument in accordance with Clause 1 above shall be governed by and construed in accordance with English law.

6.2 In relation to any action or proceedings arising out of or in connection with this Trust Instrument or any of the documents incorporated by reference into this Trust Instrument in accordance with Clause 1 above and whether arising out of or in connection with contractual or non-contractual obligations ("**Proceedings**") to which it is a party, each party irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum. Each such submission is made for the benefit of the other parties hereto or thereto (as the case may be) and shall not affect the right of each other party to take Proceedings in any other court of competent

jurisdiction nor shall the taking of Proceedings in any court of competent jurisdiction preclude each other party from taking Proceedings in any other court of competent jurisdiction (whether concurrently or not) unless precluded by law.

7. AGENT FOR SERVICE OF PROCESS

The name and address of the Issuer's agent for service of process are set out in Schedule 2 of this Trust Instrument.

IN WITNESS whereof this Trust Instrument has been executed as a deed by each party to this Trust Instrument in each relevant capacity described above in the manner described therein the day and year first before written.

SCHEDULE 1

ISSUE TERMS

Issue Terms dated 20 February 2014

Douro Finance B.V.

(incorporated with limited liability in the Netherlands under registered number 55482643)

Issue of Series 2014-162 EUR 1,950,000 Secured Limited Recourse Foreign Exchange Rate Linked Securities due 2018 (the "Securities")

**under the EUR 5,000,000,000
Limited Recourse Secured Debt Issuance Programme**

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (the "**Conditions**") set forth in the Information Memorandum dated 26 July 2013 which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) as amended (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area (the "**Prospectus Directive**"). Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Issue Terms and the Information Memorandum. The Information Memorandum and these Issue Terms are available for viewing during normal office hours at the office of the Principal Paying Agent in London and copies may be obtained from the principal office of the Issuer.

Terms of the Securities

The Securities have the "**Terms**" as set out in these Issue Terms, which will complete and modify (i) the Bearer Securities Base Conditions Module, July 2013 Edition and (ii) the General Definitions Module, July 2013 Edition (the "**General Definitions Module**"), both of which are incorporated by reference into these Issue Terms (together, the "**Conditions**") and are set out in full in the Information Memorandum.

As used herein, the term "**Swap Transaction**" means the swap transaction with an effective date of 20 February 2014 entered into between the Issuer and the Counterparty pursuant to a 2002 ISDA Master Agreement and Schedule thereto (in the form of the Swap Schedule Terms Module, July 2013 Edition) dated as of the Trade Date (the "**Master Agreement**") as supplemented by a swap transaction confirmation with an effective date of 20 February 2014 as amended and/or restated from time to time (the "**Swap Transaction Confirmation**").

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|----|----------------------------|--|
| 1. | Issuer: | Douro Finance B.V. |
| 2. | Description of Securities: | Series 2014-162 EUR 1,950,000 Secured Limited Recourse Foreign Exchange Rate Linked Securities due 2018. |
| 3. | Principal Amount: | EUR 1,950,000. |
| | (a) Issue Date: | 20 February 2014. |

- (b) Issue Price: 100 per cent. of the Principal Amount.
4. Status of the Securities: The Securities will constitute direct, secured, limited recourse obligations of the Issuer and will rank *pari passu* and without preference among themselves.
5. Date of corporate authorisation for issuance of Securities: 6 February 2014.

INTEREST

6. Floating Rate Security Provisions: Not Applicable.
7. Fixed Rate Security Provisions: Not Applicable.
8. Other provisions relating to interest payable: Applicable. The Securities are Variable Coupon Amount Securities and the 'Variable Coupon Amount Provisions' set out below shall apply.
9. Variable Coupon Amount Provisions: In respect of each Security, the amount due and payable (if any) in respect of the Interest Payment Date shall be an amount equal to the Interest Amount determined in respect of such date.
- (a) Interest Amount: An amount (if any) in respect of each Security rounded down to the nearest cent of a Euro, equal to such Security's *pro rata* share of the Cash Settlement Amount payable to the Issuer in its capacity as Party B (as defined in the Swap Confirmation).
- (b) Interest Payment Dates: The Maturity Date

PROVISIONS RELATING TO REDEMPTION

10. Maturity Date: The Termination Date (as defined in the Swap Confirmation)..
11. Final Redemption Amount: The principal amount of each Security.

PROVISIONS RELATING TO SECURITY

12. Charged Assets: EUR 2,000,000 nominal amount of EUR 1,500,000,000 3.75% Fixed Rate Securities due 2018 issued by BBVA Senior Finance S.A. ISIN CODE: XS0872702112 (the "**Initial Charged Assets**").
- Pursuant to Condition 4(b)(i) (*Substitution at*

direction of Counterparty) proceeds from the redemption of any securities forming part of the Charged Assets will be paid into the Cash Deposit Account by the Issuer on receipt, converted into the Specified Currency if necessary under the Swap Transaction at the Initial Spot Rate (as defined in paragraph 37).

The Counterparty is entitled, in accordance with Condition 4(b)(i) (*Substitution at direction of Counterparty*), as amended by paragraph 37 below, to substitute any such cash standing to the credit of the Cash Deposit Account with Eligible Bonds (as defined in paragraph 37), such Eligible Bonds to be Charged Assets once so substituted.

For the avoidance of doubt, “Charged Assets” shall include the Initial Charged Assets, any Initial Collateral Securities, any Replacement Collateral Securities (as defined in paragraph 37 below) and the cash standing to the credit of the Cash Deposit Account.

13. Net Settlement: Not Applicable.
14. Substitution of Charged Assets:
- (i) At the direction of the Counterparty pursuant to Condition 4(b)(i) (*Substitution at direction of Counterparty*): Applicable, as amended pursuant to Paragraph 37 below.
 - (ii) Applicable notice period for giving of a Substitution Notice pursuant to Condition 4(b)(i) (*Substitution at direction of Counterparty*): As set out in the Conditions (as amended by these Issue Terms).
 - (iii) At the direction of the Securityholders pursuant to Condition 4(b)(ii) (*Substitution at the request of Securityholders*): Not Applicable.
 - (iv) Substitution with Cash: Applicable.

Collateral pursuant to
Condition 4(c)
(*Substitution with Cash
Collateral*)

15. Charged Agreements:
- (a) Counterparty: BBVA Ciudad BBVA c/ Saucedá, 28 Edificio Asia Nivel 1 28050 Madrid.
 - (b) Swap Agreement: The Master Agreement as supplemented by the Swap Transaction Confirmation (the Swap Transaction Confirmation and the Master Agreement, the "**Swap Agreement**").

The Calculation Agent under the Swap Agreement shall be the Counterparty (the "**Swap Calculation Agent**").

The form of the Swap Transaction Confirmation is set out in the Annex hereto (see Form of Swap Transaction Confirmation – Annex).
16. (a) Security Ranking Basis: Counterparty Priority Basis.
- (b) Instructing Creditor: For the purposes of these Securities only, the Instructing Creditor shall be the Counterparty.
17. Custodian's account details: Clearstream Account No. 18038 or such other account as may be advised by the Custodian from time to time.
18. Counterparty Account details: Account No: 14923 held with Banco Bilbao Vizcaya Argentaria, S.A.
19. Additional Charging Document: Not Applicable.

GENERAL PROVISIONS APPLICABLE TO THE SECURITIES

20. Closing Date and Time: Close of business on 20 February 2014.
21. Pre Closing Date and Time: Not Applicable.
22. Form of Securities: Global Security.
- The Securities will be issued in global bearer form, evidenced on issue by a Temporary Bearer Global Security. Beneficial interests in a Temporary Bearer

Global Security will be exchangeable for either beneficial interests in a Permanent Bearer Global Security on or after the date which is 40 days after the date on which the Temporary Bearer Global Security is issued and upon certification as to non-U.S. beneficial ownership as required by U.S. Treasury regulations.

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| 23. | Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: | TEFRA D. |
| 24. | Specified Currency: | EUR. |
| 25. | (i) Specified Denomination: | EUR 50,000. |
| | (ii) Minimum Tradable Amount: | EUR 100,000. |
| 26. | Rating: | The Securities will not be rated. |
| 27. | Listing: | Not Applicable. |
| 28. | Common Code and ISIN: | 103194342 and XS1031943423 |
| 29. | Applicable United States Selling Restrictions: | Regulation S. |
| 30. | Governing law: | English law. |
| 31. | New Global Security: | Yes. |
| 32. | Securities to be held under New Safekeeping Structure: | Not applicable. |
| 33. | Securities intended to be held in a manner which would allow Eurosystem eligibility: | No. |

USE OF PROCEEDS AND NET PROCEEDS

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| 34. | Reasons for the offer: | See "Use of Proceeds" in the Information Memorandum. |
| 35. | Dealer fees / commissions / discounts: | Not Applicable. |

AGENTS AND OTHER PARTIES

- | | |
|-----|----------------------------|
| 36. | Party and specified office |
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- (a) Trustee: Deutsche Trustee Company Limited of Winchester House, 1 Great Winchester Street, London EC2N 2DB.
- (b) Principal Paying Agent: Banco Bilbao Vizcaya Argentaria, S.A., C/ Clara del Rey, 26, 28002 Madrid.
- (c) Custodian: Banco Bilbao Vizcaya Argentaria, S.A., C/ Clara del Rey, 26, 28002 Madrid.
- (d) Calculation Agent: Banco Bilbao Vizcaya Argentaria, S.A., C/ Clara del Rey, 26, 28002 Madrid.
- (e) Vendor: BBVA Ciudad BBVA c/ Saucedo, 28 Edificio Asia Nivel 1 28050 Madrid.
- (f) Account Bank: BBVA Ciudad BBVA c/ Saucedo, 28 Edificio Asia Nivel 1 28050 Madrid..
- (g) Selling Agent: Banco Bilbao Vizcaya Argentaria, S.A., C/ Clara del Rey, 26, 28002 Madrid.
- (h) Authentication Agent: Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB.
- (i) Common Safekeeper: Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB.
- (j) Issuer's Agent for Service of Process: Banco Bilbao Vizcaya Argentaria, S.A. at its principal London office, for the time being at One Canada Square, 44th Floor, London E14 5AA.

ADDITIONAL TERMS

37. Additional Terms: Condition 4(b)(i) shall be deleted in its entirety and replaced with the following:

“(i) Substitution at direction of Counterparty

If this Condition 4(b)(i) is specified in the Issue Terms as being applicable then:

- 1) If, on the Issue Date, all or part of the net issue proceeds of the Securities are deposited in the Cash Deposit Account, then the Counterparty may, at any time during the Initial Replacement Period (and on one or more occasions), at its cost and subject to the Trust

Instrument, by giving not less than 2 Business Days' notice in writing to the Issuer, the Account Bank, the Securityholders and the Trustee, require the substitution, in whole or in part, on a Nominal Basis, of the cash standing to the credit of the Cash Deposit Account for Eligible Bonds (the "**Initial Collateral Securities**");

- 2) if any Collateral Securities are redeemed in accordance with their terms during the period from and including the Issue Date, to and including the Maturity Date, any redemption proceeds so received shall be deposited in the Cash Deposit Account (and if such Collateral Securities Redemption Proceeds are not denominated in the Specified Currency, they shall be converted by the Counterparty under the terms of the Swap Agreement into the Specified Currency at their Initial Spot Rate) ("**Collateral Securities Redemption Proceeds**"). The Counterparty may, in respect of each redeemed Collateral Security, at any time during the relevant Replacement Period, at its cost and subject to the Trust Instrument, by giving not less than 2 Business Days' notice in writing to the Issuer, the Account Bank, and the Trustee, require the Substitution (as defined below), on a Nominal Basis, of, all, or part, of the relevant Collateral Securities Redemption Proceeds, for Eligible Bonds (the "**Replacement Collateral Securities**");
- 3) following the receipt by the Issuer of a notice specified in Condition 4(b)(i)(1) or (2) (each a "**Substitution Notice**"), the Issuer shall procure that the information contained in such Substitution Notice is communicated to the Securityholders pursuant to Condition 15, the Account Bank will adjust the amount of the Cash Deposit Account by subtracting an amount in the Specified Currency (converted, if necessary, at the Initial Spot Rate) equal to the nominal amount of the relevant Replacement Collateral Securities from the Cash Deposit Account (a "**Reduction Amount**") and the Issuer will deliver an amount equal to such Reduction Amount to the Counterparty under the terms of the Swap Agreement. The Trustee shall release the relevant portion of the Charged Assets from the Security Interests in accordance with the Trust Terms Module to enable such substitution. The Counterparty shall, against payment of the relevant Reduction Amount under the Swap Agreement, deliver to the account of the Issuer with the Custodian, the relevant Replacement Collateral Securities (such process, a "**Substitution**").
- 4) if any Collateral Securities are scheduled to redeem

prior to the Maturity Date of the Securities (“**Maturing Collateral Securities**”), the Counterparty may, in respect of each Maturing Collateral Security, in the relevant Substitution Notice which specifies the inclusion of such Maturing Collateral Securities, specify Reference Forward Collateral Securities to be the Replacement Collateral Securities intended for Substitution on a Nominal Basis for the Collateral Securities Redemption Proceeds of the relevant Maturing Collateral Securities, in accordance with Condition 4(b)(i)(2) and (3);

- 5) notwithstanding any Reference Forward Collateral Securities being specified in a Substitution Notice pursuant to Condition 4(b)(i)(3) and the Reference Forward Collateral Securities specified in Condition 4(b)(i)(4) and 4(b)(i)(5) above, following redemption of any Maturing Collateral Securities, the Counterparty may (without prejudice to Condition 4(b)(i)(2)), in its sole and absolute discretion select other Eligible Bonds instead of the Reference Forward Collateral Securities for Substitution in whole or in part by giving a Substitution Notice pursuant to Condition 4(b)(i)(2).

“**Collateral Securities**” means on any date, any securities comprising the Charged Assets on such date.

“**Initial Spot Rate**” means the spot rate for conversion of the currency in which the relevant Collateral Securities are denominated, into the Specified Currency, on the date falling two Business Days prior to the date on which the relevant Collateral Securities initially became part of the Charged Assets (being the Issue Date, in the case of the Initial Charged Assets, or the date of Substitution, in the case of any Replacement Collateral Securities), as determined by the Calculation Agent by reference to such sources as the Calculation Agent determines appropriate for the relevant conversion.

“**Initial Replacement Period**” means the period from and including the Issue Date to and including the date falling 45 calendar days after the Issue Date

“**Replacement Period**” means the Initial Replacement Period and each 45 calendar day period falling after the date of redemption of any Collateral Securities occurring during the period from and including the Issue Date up to but excluding the date falling 5 days prior to the Maturity Date, provided that no Replacement Period shall end on a date falling after the Maturity Date.

“Reference Forward Collateral Securities” means (i) in respect of a Maturing Collateral Security any Eligible Bonds selected by the Counterparty, in its sole and absolute discretion and (ii) in respect of the Initial Charged Assets, the Eligible Bonds specified in Condition 4(b)(i)(5) above.

“Eligible Bonds” means any bond or note which on the day of its Substitution has the following characteristics:

(1) Is issued by Banco Bilbao Vizcaya Argentaria, S.A. or any of its subsidiaries provided that the bonds are fully guaranteed by Banco Bilbao Vizcaya Argentaria, S.A and is either a senior obligation of the relevant issuer or a covered bond;

(2) Is denominated in EUR or USD;

(3) Pays fixed coupons or floating coupons or it is a zero coupon bond; and

(4) Has no derivative features and is not amortising

The following words shall be added at the end of the final sentence to the final paragraph of Condition 9(d):

“For the avoidance of doubt, the composition of the Charged Assets comprising the Mortgaged Property need not be preserved in the same proportions after any such partial purchase and cancellation of the Securities as prior thereto and the Calculation Agent may determine which Charged Assets shall be released from the Security in its sole and absolute discretion.”

Signed on behalf of the Issuer:

By: _____

Name:

Title:

ANNEX

FORM OF SWAP TRANSACTION CONFIRMATION

AMENDED AND RESTATED SWAP TRANSACTION CONFIRMATION

Date: 11 February 2014 as amended and restated on 20 February 2014

To: Douro Finance B.V.
De Entree 99 -197
1101 HE Amsterdam Zuidoost
The Netherlands

From: Banco Bilbao Vizcaya Argentaria, S.A.

**RE: Series 2014-162 EUR 1,950,000 Secured Limited Recourse Foreign Exchange Rate
Linked Securities due 2018**

This Amended and Restated Swap Transaction Confirmation amends and restates the original Swap Transaction Confirmation entered into between the parties hereto in connection with the Series identified above on or prior to the date hereof with effect from the date of the original Swap Transaction Confirmation.

Ladies and Gentlemen:

The purpose of this letter agreement (this "**Confirmation**") is to confirm the terms and conditions of the swap transaction entered into between Banco Bilbao Vizcaya Argentaria, S.A. ("**Party A**") and Douro Finance B.V. ("**Party B**") on the Trade Date specified below (the "**Transaction**"). This Confirmation constitutes a "**Confirmation**" as referred to in the Agreement specified below.

The definitions and provisions contained in the 1998 FX and Currency Option Definitions (the "1998 Definitions") and in the 2006 ISDA Definitions (the "**Swap Definitions**"), as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the Swap Definitions and the 1998 Definitions, the 1998 Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

1. This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of the Trade Date as amended and supplemented from time to time (the "**Agreement**"), entered into by you and us by our execution of the Trust Instrument dated of 20 February 2014 (the "Trust Instrument"), by and among the persons thereto for purposes of constituting **Series 2014-162 EUR 1,950,000 Secured Limited Recourse Foreign Exchange Rate Linked Securities due 2018** (the "**Securities**") of the Issuer issued under its EUR 1,950,000.00 Limited Recourse Secured Debt Issuance Programme (the "**Programme**"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below. All terms defined in the Agreement and not otherwise defined herein shall have the meanings assigned in the Agreement. References to

“**Securities**”, the “**Conditions**” in respect of the Securities and any other capitalized term that is used but not defined herein, the Agreement or the Definitions shall have their meanings as given to them in the Trust Instrument and in the event of any inconsistency between words and meaning defined in the Trust Instrument and words and meaning defined in this Confirmation, this Confirmation will prevail.

2. The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	5 February 2014
Effective Date:	20 February 2014
Termination Date:	The Settlement Date
Notional Amount:	EUR 1,950,000.
Business Day Convention:	Modified Following
Business Days:	TARGET and London

2.1 Settlement Terms

Settlement:	Non-Deliverable
Settlement Currency:	EUR
Seller:	Party A
Buyer:	Party B
Currency Option Type:	Put
Settlement Date:	20 February 2018
Cash Settlement Amount:	The Cash Settlement Amount shall be determined as follows:

The Seller will pay to the Buyer on the Settlement Date a Cash Settlement Amount in EUR calculated in accordance with the following formula:

$$\text{Notional Amount} \times \max\left(0\%; \frac{\text{Value}_0 - \text{Value}_f}{\text{Value}_0}\right)$$

Where:

- $Value_0$: means the exchange rate EUR/USD published by the European Central Bank on the Reuters page ECB37 on 7 February 2014
- $Value_f$: means the exchange rate EUR/USD published by the European Central Bank on the Reuters page ECB37 on 15 February 2018.

2.2 Initial Exchange Amount

On the Effective Date:

(i) Party A will pay to Party B an amount equal to and in the same currency as the Price (as defined in the Trust Instrument relating to the Securities) for the purposes of Paragraph 1(6) of the Sale Agreement Terms Module.

(ii) Party B will pay to Party A an amount equal to and in the same currency as the net subscription proceeds of the Securities received by Party B as issuer of the Securities. **2.3 Party A Amounts**

In addition to the Cash Settlement Amount, if any, Party A will pay to Party B:

- (i) on each Currency Collateral Securities Redemption Date, an amount in the Specified Currency equal to each Currency Collateral Securities Redemption Amount converted into the Specified Currency at the relevant Initial Spot Rate; and
- (ii) on the Termination Date, an amount equal to the Notional Amount.

2.4 Variable Interest Amounts – Party B

From and including the Effective Date, to and including the Termination Date, Party B will pay to Party A, amounts equal to and in the same currency as each amount of coupon or interest which is scheduled to be paid in respect of the Charged Assets in accordance with the terms and conditions thereof, each such amount being payable by Party B on the date on which such amount is scheduled to be paid to Party B.

For the avoidance of doubt, no Variable Amounts payable by Party B to Party A hereunder (including, without limitation, under this paragraph 2.4 or under paragraph 2.5 Variable Redemption Amounts – Party B below) shall be reduced on account of any deduction or withholding from any payment in respect of the Charged Assets (if any) on account of any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any such payment in respect of the Charged Assets, or on account of any right of setoff, or for any other reason whatsoever

2.5 Variable Redemption Amounts – Party B:

On each date on which redemption proceeds are due in respect of the maturity or any redemption (whether scheduled, early or otherwise) of one or more of the Collateral Securities that are not denominated in the Specified Currency (each a “**Currency Collateral Securities Redemption Date**”), Party B will pay an amount equal to and in the same currency as the due redemption proceeds to Party A free and clear of any interest of Party B or the Trustee (a “**Currency Collateral Securities Redemption Amount**”).

The dates and amounts of all payments specified in this paragraph 2 are subject to the Special Provisions specified in next paragraph, which will prevail in the event of any conflict.

3. Special Provisions

3.1 Party A transfer of Charged Assets

In the event that Party A has delivered a Substitution Notice pursuant to Condition 4(b)(i) (*Substitution at direction of Counterparty*) giving notice to Party B of its intention to substitute cash comprising the Charged Assets with certain Eligible Bonds (such Eligible Bonds as specified in the Substitution Notice, the "**Replacement Collateral Securities**"), Party A shall, on the date specified for such substitution in the Substitution Notice, transfer the Replacement Collateral Securities to Party B. The provisions of Condition 4(b) (*Substitution of Charged Assets*) will apply to each of the parties in respect of any such substitution.

3.2 Party B transfer of Charged Assets

(i) Substitution of Charged Assets

Following receipt by Party B from Party A of a Substitution Notice pursuant to Condition 4(b)(i) (*Substitution at direction of Counterparty*), Party B shall, on the date specified for such substitution in the Substitution Notice, pay to Party A cash comprising the Charged Assets equal to the relevant Reduction Amount, free and clear of any interest of Party B or the Trustee.

(ii) Transfer of the Charged Assets on the Maturity Date

On the Maturity Date, Party B shall transfer to Party A all Charged Assets free and clear of any interest of Party B or the Trustee.

3.3 Calculation of Section 6(e) payment

Subject to paragraph 3.4 below, where the Transaction becomes subject to termination and an Early Termination Amount falls to be calculated pursuant to Section 6(e) of the Agreement, it is assumed that in relation to interest and principal to be received in respect of the Collateral Securities:

- a) notwithstanding Part 4(t)(iii) of the Schedule to the Agreement, (1) any remaining Collateral Redemption Proceeds deposited in the Cash Deposit Account (in respect of which the Relevant Replacement Period has not yet expired as at the Event Determination Date) and (2) any Maturing Collateral Securities that are scheduled to be redeemed prior to the Scheduled Maturity Date, will be replaced on their due date for redemption with the respective Reference Forward Collateral Securities specified by the Counterparty (if any have been so specified); and
- b) any Collateral Securities (including any applicable Reference Forward Collateral Securities) that are due to be redeemed after the Maturity Date, will mature and redeem in full on the Maturity Date.

4. Account Details

Account Details for Party A: To be advised
Account Details for Party B: To be advised

and/or such other accounts as will be advised by one party to the other as and when necessary.

5. Offices

The Office of Party A for this Transaction is
Tesorería – Documentación
Clara del Rey 26 - 2ª Planta. 28002 Madrid (Spain).
Telephone: +34 91 537 84 65 Fax: +34 91 537 09 55

The Office of Party B for this Transaction is De Entree 99-197, 1101 HE Amsterdam, Zuidoost, Netherlands.

6. Calculation Agent

Party A will act as Calculation Agent and will act reasonably and in good faith according to its customary practices and procedures, provided, however, that absent manifest error, the Calculation Agent's computations hereunder will be binding for all purposes.

If any Securities are purchased and cancelled pursuant to Condition 9 (*Purchase*) or any further Securities are issued pursuant to Condition 20 (*Further Issues*) the Calculation Agent will be entitled to make such adjustments to the terms of this Transaction as it determines appropriate to preserve the intended economic effect of the Transaction.

7. Additional Representations

Party B represents to Party A on the date hereof that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for this Transaction):

- (a) **Transactions in the Charged Assets** - It understands that Party A and its successors and its affiliates may engage in proprietary trading for its own account in the Charged Assets or similar instruments and that such trading may affect the value of the Charged Assets.
- (b) **Concerning the Calculation Agent** - It acknowledges that the Calculation Agent is not acting as a fiduciary for or as an advisor to either party in respect of its duties as Calculation Agent in respect of this Transaction and any determination by the Calculation Agent in the course of such duties shall be conclusive and binding on each party (in the absence of manifest error) and no liability shall attach to the Calculation Agent in respect thereof.

This message will be the only form of Confirmation dispatched by us. Please execute and return it to:

Banco Bilbao Vizcaya Argentaria, S.A.

Attention: Pablo Cabanes
Tesoreria - Documentacion
Clara del Rey 26 - 2º Planta. 28002 Madrid (Spain)
Phone: +34 91 537 6141
Fax: +34 91 537 0955

Yours Sincerely,

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

p.p.

By:.....

By:.....

Name:

Title: Authorised Signatory

Name:

Title: Authorised Signatory

DOURO FINANCE B.V.

By:.....

NOTICE DETAILS

The Issuer

Address: De Entree 99 -197
1101 HE Amsterdam Zuidoost
Netherlands

Telephone no.: +31 20 5554466
Fax no.: +31 20 5554308

Agent for service of process

Address: **Banco Bilbao Vizcaya Argentaria, S.A., (London Branch)** at its principal London office, for the time being at One Canada Square, 44th Floor, London E14 5AA

The Trustee

Address: **Deutsche Trustee Company Limited**
Winchester House
1 Great Winchester Street
London EC2N 2DB

Telephone no.: +44 (0) 20 754 58000
Fax no.: +44 (0) 20 754 70916
Attention: TSS Repack

The Arranger and Dealer

Address: **Banco Bilbao Vizcaya Argentaria, S.A.**
C/ Clara del Rey, 26
28002 Madrid

Telephone no.: +34 91 537 8660
Fax no.: +34 91 374 5426
Attention: Hub Integración – Corporate Clients

The Principal Paying Agent, Custodian, Calculation Agent, Account Bank and Selling Agent

Address: **Banco Bilbao Vizcaya Argentaria, S.A.**
C/ Clara del Rey, 26
28002 Madrid

Telephone no.: +34 91 537 8660
Fax no.: +34 91 374 5426
Attention: Hub Integración – Corporate Clients

The Vendor

Address: **Banco Bilbao Vizcaya Argentaria, S.A.**
Ciudad BBVA c/ Saucedá, 28 Edificio Asia Nivel 1 28050
Madrid.

Telephone: +34 91 382 6072
Fax no: +34 91 537 0568
Attention: Marian Coscarón / Lorena
Suarez / Maurice Brietenstein

The Counterparty

Address: **Banco Bilbao Vizcaya Argentaria, S.A.**
Ciudad BBVA c/ Saucedá, 28 Edificio Asia Nivel 1 28050
Madrid.

Telephone: +34 91 382 6072
Fax no: +34 91 537 0568
Attention: Marian Coscarón / Lorena
Suarez / Maurice Brietenstein

The Authentication Agent

Address: **Deutsche Bank AG, London Branch**
Winchester House
1 Great Winchester Street
London EC2N 2DB

Telephone: + 44 207 545 8000
Fax no: +44 207 547 0916

Attention: Trust & Securities Services

SCHEDULE 2

FORM OF SUBSTITUTION NOTICE

[LETTERHEAD OF THE COUNTERPARTY]

- To: Douro Finance B.V.**
De Entree 99 -197
1101 HE Amsterdam Zuidoost
Netherlands (the "Issuer")
- To: Deutsche Trustee Company Limited**
Winchester House
1 Great Winchester Street
London EC2N 2DB (the "Trustee")
- To: Banco Bilbao Vizcaya Argentaria, S.A.**
C/ Clara del Rey, 26
28002 Madrid (the "Account Bank")

Date: *[Insert date of notice]*

Re: Douro Finance B.V. Series 2014-162 EUR 1,950,000 Secured Limited Recourse Foreign Exchange Rate Linked Securities due 2018 (the "Securities"): Substitution of Charged Assets

Dear Sirs

This notice is a Substitution Notice for the purpose of Condition 4(b)(i) of the Securities. Banco Bilbao Vizcaya Argentaria, S.A. as Counterparty in respect of the Securities (the "**Counterparty**"), hereby gives notice that, pursuant to Condition 4(b)(i), the Counterparty requests the substitution of the following Charged Assets on *[Insert date for substitution]*¹ (the "**Substitution Date**"):

Cash to be substituted

[Insert amount of cash to be substituted in respect of any Net Subscription Proceeds in the Cash Deposit Account or Collateral Securities Redemption Proceeds. When completing this prompt, note the restrictions on substitution contained in Condition 4(b)(i)] (the "**Substituted Charged Assets**")

The Substituted Charged Assets shall be substituted for the following new Collateral Securities:

Replacement Collateral Securities

¹ Note that in accordance with Condition 4(b)(i) 2 Business Days notice must be given (or such other period specified in the relevant Issue Terms).

[Insert details of Replacement Collateral Securities including the nominal amount and market value of such Replacement Collateral Securities. When completing this prompt, note the restrictions on substitution contained in Condition 4(b)(i), including that such Replacement Collateral Securities must be Eligible Bonds..] (the "Replacement Collateral Securities").

Upon receipt of this Substitution Notice, the Counterparty requests that, in accordance with Condition 4(b)(i):

- (i) the Issuer shall notify the Principal Paying Agent, the Custodian, the Calculation Agent and the Securityholders that this Substitution Notice has been received and of the details of the substitution of Charged Assets contemplated herein; and
- (ii) the Trustee shall make arrangements necessary (if any) for release of the Substituted Charged Assets from the Security Interests on the Substitution Date in accordance with the Trust Terms Module.

[Reference Forward Collateral Securities

[Where selecting Reference Forward Collateral Securities that might be used to substitute the Replacement Collateral Securities that are the subject of this Substitution Notice once they have redeemed, such securities will be known as Reference Forward Collateral Securities, details of which can be set out here: Insert details of Reference Forward Collateral Securities including the nominal amount and market value of such Reference Forward Collateral Securities. When completing this prompt, note the restrictions on substitution contained in Condition 4(b)(i), including that such Reference Forward Collateral Securities must be Eligible Bonds ("Reference Forward Collateral Securities")]

Yours faithfully

Banco Bilbao Vizcaya Argentaria, S.A.

By:

(Authorised Officer)

SIGNATORIES

**EXECUTION OF TRUST INSTRUMENT
DOURO FINANCE B.V.**

The Issuer

SIGNED AND DELIVERED AS A DEED by)

the duly authorised attorney of)
DOURO FINANCE B.V.)

in the presence of)
Signature of witness)

Name of witness

Address of witness

The Trustee

EXECUTED as a **DEED**)
THE COMMON SEAL OF)
DEUTSCHE TRUSTEE COMPANY LIMITED)
was hereto affixed in the presence of:)

Associate Director

Associate Director

The Arranger and Dealer

EXECUTED as a **DEED** by)
BANCO BILBAO VIZCAYA ARGENTARIA, S.A.)
acting by)
duly authorised)

Authorised Signatory

acting by)
duly authorised)

Authorised Signatory

The Principal Paying Agent, Custodian, Calculation Agent, Account Bank and Selling Agent

EXECUTED as a **DEED** by)

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.)
acting by)
duly authorised)
)
)
)
)
)
)

Authorised Signatory

acting by)
duly authorised)
)
)
)
)
)
)

Authorised Signatory

The Vendor

EXECUTED as a DEED by)
BANCO BILBAO VIZCAYA ARGENTARIA, S.A.)
acting by)
duly authorised)
)
)
)
)
)
)

Authorised Signatory

acting by)
duly authorised)
)
)
)
)
)
)

Authorised Signatory

The Counterparty

EXECUTED as a DEED by)
BANCO BILBAO VIZCAYA ARGENTARIA, S.A.)
acting by)
duly authorised)
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Authorised Signatory

acting by)
duly authorised)
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)

Authorised Signatory

The Authentication Agent

EXECUTED as a DEED by)
DEUTSCHE BANK AG, LONDON BRANCH)
acting by)
duly authorised)
)
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Authorised Signatory