

TRUST INSTRUMENT

DATED 27 MAY 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, Calculation Agent, Account Bank and Selling Agent**

**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 2014-188 EUR 5,650,000 Secured Limited Recourse Index Linked Securities due 2017
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.....	4
3. Third Party Rights	4
4. Communications.....	5
5. Counterparts	5
6. Governing Law and Jurisdiction	5
7. Agent for service of Process.....	5
Schedule	
1. Issue Terms.....	6
Form of SWAP TRANSACTION Confirmation	11
MULTIPLE EXCHANGE INDEX ANNEX	19
INDEX DISCLAIMER ANNEX	22
2. Notice Details	24

DOURO FINANCE B.V.

Series 2014-188 EUR 5,650,000 Secured Limited Recourse Index Linked Securities due 2017 (the
“Securities”)

THIS TRUST INSTRUMENT is dated 27 May 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 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 swap counterparty (in such capacity, the “**Counterparty**”); and
- (6) **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".

- 1.3 The Issuer, the Principal Paying Agent, 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 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 (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 the Swap Transaction Confirmation in respect of the Swap Agreement is as set out in the Annex to Schedule 1 of this Trust Instrument.

- 1.6 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

- 2.1 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 27 May 2014

Douro Finance B.V.

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

Series 2014-188 EUR 5,650,000 Secured Limited Recourse Index Linked Securities due 2017 (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 27 May 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 7 May 2014 (the "**Master Agreement**") as supplemented by an Index Basket Swap Transaction confirmation with an effective date of 27 May 2014 as amended and/or restated from time to time (the "**Swap Transaction Confirmation**").

- | | | |
|----|----------------------------|------------------------------------------------------------------------------------------|
| 1. | Issuer: | Douro Finance B.V. |
| 2. | Description of Securities: | Series 2014-188 EUR 5,650,000 Secured Limited Recourse Index Linked Securities due 2017. |
| 3. | Principal Amount: | EUR 5,650,000. |
| | (a) Issue Date: | 27 May 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: 9 May 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 Indexed Interest Securities and the 'Indexed Interest Provisions' set out below shall apply.
9. Indexed Interest Provisions: In respect of each Security, the amount due and payable (if any) in respect of each Interest Payment Date shall be an amount equal to the Interest Amount determined in respect of such date.
- (i) Interest Amounts: In respect of each Interest Payment Date, 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 relevant Equity Amount payable to the Issuer in its capacity as Party B (each as defined in the Swap Transaction Confirmation as set out in the Annex 1 hereto) in respect of such date under the Swap Agreement.
- (ii) Interest Payment Date: Each Cash Settlement Payment Date (as defined in the Swap Transaction Confirmation).

PROVISIONS RELATING TO REDEMPTION

10. Maturity Date: The Termination Date (as defined in the Swap Transaction Confirmation).
11. Final Redemption Amount: An amount 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 (as defined in the Swap Agreement) determined pursuant to the Swap Agreement.

PROVISIONS RELATING TO SECURITY

12. Charged Assets: Not applicable.
13. Charged Agreements:

- (a) Counterparty: Banco Bilbao Vizcaya Argentaria, S.A., CIUDAD BBVA- c/ Saucedo, 28 Edificio ASIA Nivel 1 28050 Madrid.
- (b) Swap Agreement: The Master Agreement as supplemented by the Swap Transaction Confirmation (together with the Master Agreement, the “**Swap Agreement**”). *The form of the Swap Transaction Confirmation is set out in Annex 1 hereto.*
14. (a) Security Ranking Basis: Counterparty Priority Basis.
- (b) Instructing Creditor: For the purposes of these Securities only, the Instructing Creditor shall be the Counterparty.
15. Counterparty Account details: Account No: 14923 held with Banco Bilbao Vizcaya Argentaria, S.A.
16. Additional Charging Document: Not applicable.

GENERAL PROVISIONS APPLICABLE TO THE SECURITIES

17. Closing Date and Time: Close of business on 27 May 2014.
18. Pre Closing Date and Time: Not applicable.
19. 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.
20. Whether TEFRA D or TEFRA C rules applicable or TEFRA rules Not applicable: TEFRA D.
21. Currency of Issue: EUR.
22. (i) Specified Denomination: EUR 50,000.
- (ii) Minimum Tradeable Amount: 100,000

23.	Rating:	The Securities will not be rated.
24.	Listing:	Not applicable.
25.	Common Code and ISIN:	106703906 and XS1067039062
26.	Applicable United States Selling Restrictions:	Regulation S.
27.	Governing law:	English law.
28.	New Global Security	Yes.
29.	Securities to be held under New Safekeeping Structure:	Not applicable.
30.	Securities intended to be held in a manner which would allow Eurosystem eligibility:	No.

USE OF PROCEEDS AND NET PROCEEDS

31.	Reasons for the offer:	See "Use of Proceeds" in the Information Memorandum.
32.	Dealer fees / commissions / discounts:	Not applicable.

AGENTS AND OTHER PARTIES

33.	Party and specified office	
	(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) Calculation Agent:	Banco Bilbao Vizcaya Argentaria, S.A., C/ Clara del Rey, 26, 28002 Madrid.
	(d) Account Bank:	Banco Bilbao Vizcaya Argentaria, S.A., CIUDAD BBVA- c/ Saucedo, 28 Edificio ASIA Nivel 1 28050 Madrid.
	(e) Selling Agent:	Banco Bilbao Vizcaya Argentaria, S.A., C/ Clara del Rey, 26, 28002 Madrid.
	(f) Authentication Agent:	Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB.
	(g) 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.

(h) Common Safekeeper: Deutsche Bank AG, London Branch, Winchester House,
1 Great Winchester Street, London EC2N 2DB.

Signed on behalf of the Issuer:

By: _____

Name:

Title:

ANNEX 1

FORM OF SWAP TRANSACTION CONFIRMATION

Date: 09 May 2014 and amended and restated on 27 May 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 2013-188 EUR 5,650,000 Secured Limited Recourse Index-Linked Securities due 2017

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 Index Basket 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 2006 ISDA Definitions and in the 2002 ISDA Equity Derivatives Definitions (together the “**Definitions**”), in each case as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between the Definitions and this Confirmation, this Confirmation will govern.

1. This Confirmation supplements, forms a 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 27 May 2014 (the “**Trust Instrument**”), by and among the persons thereto for purposes of constituting Series 2014-188 EUR 5,650,000 Secured Limited Recourse Index Linked Securities due 2017 (the “**Securities**”) of the Issuer issued under its EUR 5,000,000,000 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 “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.

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

1. General Terms

Trade Date: 07 May 2014

Effective Date: 27 May 2014

Termination Date: The Final Cash Settlement Payment Date

Termination Currency: The Specified Currency of the Securities

Index:

i	Indices	Exchange	Related Exchange	Bloomberg Code
1	The Dow Jones EURO STOXX 50 Index (price Return) (“ Euro Stoxx 50 ”) is capitalization-weighted index of 50 European Blue-chip stocks in the Eurozone, which is currently sponsored by STOXX Limited (the “ Index Sponsor ”), which term shall include any agents or other persons acting on behalf of such person	The national stock exchanges upon which securities which comprise the Index are traded	All Exchanges	SX5E
2	The S & P 500 Composite Stock Price Index, a market index of 500 U.S. Securities (“ S&P500 ”), which is currently sponsored by Standard & Poor’s Corporation, a division of The McGraw-Hill Companies, Inc., (the “ Index Sponsor ”), which term shall include any agents or other persons acting on behalf of such person, as shall the term “successor sponsor”.	New York Stock Exchange, American Stock Exchange and NASDAQ National Market System.	Chicago Board Options Exchange and Chicago Mercantile Exchange.	SPX
3	IBEX-35, a market index of 35 Spanish stocks, which is currently sponsored by the “Sociedad de Bolsas” (the “ Index Sponsor ”), which term shall include any agents or other persons acting on behalf of such person, as shall the term “successor sponsor”.	Madrid Stock Exchange	MEFF	IBEX

Notional Amount: EUR 5,650,000.00

Equity Amount Payer: Party A

Equity Amount Receiver: Party B

Business Day Convention: Modified Following Business Day

Business Days: London and TARGET

Valuation Time: For S&P500 and IBEX-35, the Scheduled Closing Time
For Euro Stoxx 50, as set out in the Multiple Exchange Index Annex

Valuation Dates: The following dates:

Valuation Date t=1: 19 May 2015
 Valuation Date t=2: 19 May 2016
 Valuation Date t=3: 19 May 2017

Settlement Terms

Cash Settlement: Applicable

Settlement Currency: EUR

Cash Settlement Payment Dates: In relation to each Valuation Date t, the following dates:

Cash Settlement Payment Date t=1: 26 May 2015
 Cash Settlement Payment Date t=2: 26 May 2016
 Cash Settlement Payment Date t=3: 26 May 2017

Equity Amounts: The Equity Amount payable (if any) by the Equity Amount Payer to the Equity Amount Receiver in respect of each Valuation Date t (from t=1 to t=3 inclusive) on the immediately following Cash Settlement Payment Date t shall be determined as follows:

If on Valuation Date t (for t=1 to t=3), $\min_{i=1}^3 \left(\frac{Index_{i,t}}{Index_{i,0}} \right) \geq 65\%$ (the

“**Equity Threshold**”), then the Equity Amount Payer will pay to the Equity Amount Receiver on the immediately following Cash Settlement Payment Date t, an amount in EUR determined according to the following formula:

$$\text{Notional Amount} \times 6.00\%$$

However, to the extent that the Equity Threshold is not met in respect of any Valuation Date t, the Equity Amount payable by the Equity Amount Payer on the immediately following Cash Settlement Payment Date t, will be zero.

Cash Settlement Amount: The Cash Settlement Amount shall be determined as follows:

- If on any Valuation Date t, (from t=1 to t=2 inclusive), $\min_{i=1}^3 \left(\frac{Index_{i,t}}{Index_{i,0}} \right) \geq 100\%$, then the Equity Amount Payer

will pay to the Equity Amount Receiver on the immediately following Cash Settlement Payment Date t, a Cash Settlement Amount equal to 100% of the Notional Amount.

- Otherwise, if on Valuation Date $t=3$, $\min_{i=1}^3 \left(\frac{Index_{i,3}}{Index_{i,0}} \right) \geq 65\%$, then

the Equity Amount Payer will pay to the Equity Amount Receiver on Cash Settlement Payment Date $t=3$, a Cash Settlement Amount equal to 100% of the Notional Amount.

- However, if on Valuation Date $t=3$, $\min_{i=1}^3 \left(\frac{Index_{i,3}}{Index_{i,0}} \right) < 65\%$, then

the Equity Amount Payer will pay to the Equity Amount Receiver on Cash Settlement Payment Date $t=3$ a Cash Settlement Amount determined in accordance with the following formula:

$$\text{Notional Amount} \times \min_{i=1}^3 \left(\frac{Index_{i,3}}{Index_{i,0}} \right)$$

Where:

“ $Index_{i,0}$ ”: means the official closing level of each Index on 07 May 2014

“ $Index_{i,t}$ ”: means the official closing level of each Index on the relevant Valuation Date t

“ $Index_{i,3}$ ” means the official closing level of each Index on Valuation Date $t=3$

The Cash Settlement Payment Date on which a Cash Settlement Amount is paid in accordance with these ‘Cash Settlement Amount Provisions’ shall be the “**Final Cash Settlement Payment Date**” and for the avoidance of doubt such date shall be the Termination Date of this Transaction.

Initial Exchange Amount

On the Effective Date:

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.

Multiple Exchange Index Annex Terms

The terms of the Multiple Exchange Index Annex attached hereto shall apply.

In the event of any inconsistency between this Multiple Exchange Index Annex and the Definitions, the Multiple Exchange Index Annex shall govern.

Index Cancellation

After Index Cancellation the Calculation Agent will include in the Basket a new index (“**New Index**”) to substitute the cancelled Index, that must be different from the Indexes comprised in the Basket at that moment in accordance to the following procedure:

- (a) The Calculation Agent will communicate promptly to the parties the New Index and the substitution date (“Effective Date”).
- (b) The New Index must be similar to the Index that has been cancelled, therefore, the Calculation Agent may consider, but it is not obliged to, the following characteristics: geographic area, liquidity, volatility or any other variable relevant to the Calculation Agent.
- (c) Both parties hereby agree and undertake that the New Index shall be considered accepted if there is no challenge by any of the parties within two Business Days after the communication. Both parties also agree that any challenge to the communication must be made by written notice duly signed by a representative with enough capacity and delivered to the Calculation Agent to the correct address.

If parties do not agree with the New Index designated by Calculation Agent or the New Index does not comply with (b) then the Transaction will be considered terminated, according to Calculation Agent Determination and a Termination Date will be designated no more than two Business Days after the Calculation Agent’s communication, except if the Index is deemed to be cancelled during that period. In this case, the Termination Date will be the last date when the Index is calculated and published by the Index Sponsor.

Index Modification

Related Exchange Adjustment, unless no option or futures contracts on the index are traded on the Related Exchange when the Index Adjustment Event occurs, in which case Cancellation and Payment (Calculation Agent Determination) applies

Related Exchange Adjustment

The Calculation Agent will make the corresponding adjustment following each adjustment made to option and future contracts on the Index traded on the Related Exchange

Index Disruption

Calculation Agent Adjustment

Market Disruption Event

Section 6.6(b) of the Equity Definition ISDA 2002 shall be replaced in its entirety by the words:

“If any Valuation Date is a Disrupted Day, in the case of an Index Basket Transaction, the Valuation Date for all the Indices shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the five Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (i) that fifth Scheduled Trading Date shall be deemed to be the Valuation Date for all the Indices, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine its good faith estimate of the value of all the Indices as of the Valuation Time on that fifth Scheduled Trading Day.”

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 the Counterparty for the transaction is:

Douro Finance B.V.
De Entree 99 -197
1101 HE Amsterdam Zuidoost
Netherlands
Attention: Managing Director
Telephone: + +31 20 5554466; Fax: + +31 20 5554308

4. Calculation Agent

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

5. Assignment

This Transaction may not be assigned by either party without the prior written consent of the other party provided that Party A hereby agrees and consents to the assignment by way of security by Party B of all of the Issuer's Rights under the Charged Agreement relating to the Securities (for the avoidance of doubt, without prejudice to), and after giving effect to, any contractual netting or set-off provision contained in the Charged Agreement to the Trustee in accordance with the terms of the Trust Agreement.

6. Representation

Each party represents that (i) it is entering into the Transaction evidenced hereby as principal (and not as agent or in any other capacity); (ii) the other party is not acting as a fiduciary for it; (iii) it is not relying upon any representations except those expressly set forth in the Agreement or this Confirmation; (iv) it has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own investment, hedging, trading decisions based upon its own judgement and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the other party; and (v) it is entering into this Transaction with a full understanding of the terms, conditions and risks thereof and it is capable of and willing to assume those risks.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this confirmation enclosed for that purpose and returning it to us.

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:.....

MULTIPLE EXCHANGE INDEX ANNEX

- Component Security: Each component security of the Index.
- Amendment to Section 6.8(e): The words "the level of the relevant Index at the close of the regular trading session on the relevant Exchange" on lines 4 and 5 of Section 6.8(e) of the Equity Definitions shall be deleted and replaced with the words "the official closing level of the Index as calculated and published by the Index Sponsor".
- Scheduled Trading Day: Any day on which: (i) the Index Sponsor is scheduled to publish the level of the Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session.
- Exchange Business Day: Any Scheduled Trading Day on which: (i) the Index Sponsor publishes the level of the Index; and (ii) the Related Exchange is open for trading during its regular trading session, notwithstanding the Related Exchange closing prior to its Scheduled Closing Time.
- Valuation Time: (i) For the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor.
- Market Disruption Event: Either:
- (i) (a) the occurrence or existence, in respect of any Component Security, of:
 - (1) a Trading Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
 - (2) an Exchange Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; OR
 - (3) an Early Closure; AND

- (b) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Index; OR
- (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (a) a Trading Disruption; (b) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of the Related Exchange; or (c) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of the Index at any time, if a Market Disruption Event occurs in respect of a Component Security at that time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component Security to (y) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market "opening data".

- Trading Disruption: Any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise: (i) relating to any Component Security on the Exchange in respect of such Component Security; or (ii) in futures or options contracts relating to the Index on the Related Exchange.
- Exchange Disruption: Any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on the Related Exchange.
- Early Closure: The closure on any Exchange Business Day of the Exchange in respect of any Component Security or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be) at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.
- Disrupted Day: Any Scheduled Trading Day on which: (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session; or (iii) a Market

Disruption Event has occurred.

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SCHEDULE 2
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, 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 Counterparty

Address: **Banco Bilbao Vizcaya Argentaria, S.A.**
CIUDAD BBVA- c/ Saucedo, 28 Edificio AsiaNivel 1
28050 Madrid.

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

The Authentication Agent and Common Safekeeper

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

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, Calculation Agent, Account Bank and Selling Agent

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

Authorised Signatory

duly authorised)
)
)
)
)
 acting by) Authorised Signatory
duly authorised)

The Counterparty

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

The Authentication Agent and Common Safekeeper

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