

TRUST INSTRUMENT

DATED 16 DECEMBER 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 2014-221 EUR 2,750,000 Secured Limited Recourse Index-Linked Securities due 2019
issued pursuant
to its EUR 5,000,000,000
Limited Recourse Secured Debt Issuance Programme**

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DOURO FINANCE B.V.

**Series 2014-221 EUR 2,750,000 Secured Limited Recourse Index-Linked Securities due 2019 (the
“Securities”)**

THIS TRUST INSTRUMENT is dated 16 December 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 2014 Edition";

(b) "Bearer Securities Base Conditions Module, July 2014 Edition"; and

(c) "General Definitions Module, July 2014 Edition".

- 1.3 The Issuer, the Principal Paying Agent, the Calculation Agent, the Account Bank, the Selling Agent, the Authentication Agent, the Common Safekeeper 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, the Common Safekeeper and the Trustee):

"Agency Terms Module, July 2014 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 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 2014 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 2014 Edition";

The form of the Swap Transaction Confirmation in respect of the Swap Agreement is as set out in the Annex 1 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 2014 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 por encima de, each of the documents deemed to have been entered into pursuant to Clause 1 por encima de 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 por encima de.

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 por encima de, 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 16 December 2014

Douro Finance B.V.

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

Series 2014-221 EUR 2,750,000 Secured Limited Recourse Index-Linked Securities due 2019 (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 30 July 2014 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 2014 Edition and (ii) the General Definitions Module, July 2014 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 16 December 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 2014 Edition) dated as of 27 November 2014 (the "**Master Agreement**") as supplemented by an index swap transaction confirmation with an effective date of 16 December 2014, in the form set out in Annex 1, as amended and/or restated from time to time (the "**Swap Transaction Confirmation**").

- | | | |
|----|----------------------------|--|
| 1. | Issuer: | Douro Finance B.V. |
| 2. | Description of Securities: | Series 2014-221 EUR 2,750,000 Secured Limited Recourse Index-Linked Securities due 2019. |
| 3. | Principal Amount: | EUR 2,750,000. |
| | (a) Issue Date: | 16 December 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: 3 December 2014.

6. Type of Securities: Index Linked Redemption Securities

INTEREST

7. Floating Rate Security Provisions: Not applicable.

8. Fixed Rate Security Provisions: Not applicable.

9. Other Provisions relating to interest payable: Not applicable.

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 received by the Issuer in its capacity as Party B (as defined in the Swap Transaction Confirmation) determined pursuant to the Swap Agreement.

12. Payment Day Convention: Modified Following Payment Day Convention

PROVISIONS RELATING TO SECURITY

13. Charged Assets: Not applicable.

14. Charged Agreement:

(a) Counterparty: Banco Bilbao Vizcaya Argentaria, S.A., Ciudad BBVA c/ Saucedo, 28 Edificio Asia Nivel 1 28050 Madrid, Spain.

- (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 the Annex 1 hereto.)*
15. (a) Security Ranking Basis: Counterparty Priority Basis.
- (b) Instructing Creditor: For the purposes of these Securities only, the Instructing Creditor shall be the Counterparty.
16. Custodian's account details: Not applicable.
17. Counterparty Account details: Account No: 14923 held with Banco Bilbao Vizcaya Argentaria, S.A.
18. Additional Charging Document: Not applicable.

GENERAL PROVISIONS APPLICABLE TO THE SECURITIES

19. Closing Date and Time: Close of business on 16 December 2014.
20. Pre Closing Date and Time: Not Applicable.
21. 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.
22. Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: TEFRA D.
23. Specified Currency and Currency of the Issue: EUR.
24. (i) Specified Denomination: EUR 50,000.
- (ii) Minimum Tradable: EUR 100,000.

Amount:

- | | | |
|-----|--|-----------------------------------|
| 25. | Rating: | The Securities will not be rated. |
| 26. | Listing: | Not Applicable. |
| 27. | Common Code and ISIN: | 114863289 and XS1148632893 |
| 28. | Applicable United States Selling Restrictions: | Regulation S. |
| 29. | Governing law: | English law. |
| 30. | New Global Security: | Yes. |
| 31. | Securities to be held under New Safekeeping Structure: | Not applicable. |
| 32. | Securities intended to be held in a manner which would allow Eurosystem eligibility: | No. |

USE OF PROCEEDS AND NET PROCEEDS

- | | | |
|-----|--|--|
| 33. | Reasons for the offer: | See "Use of Proceeds" in the Information Memorandum. |
| 34. | Dealer fees / commissions / discounts: | Not Applicable. |

AGENTS AND OTHER PARTIES

- | | | |
|-----|----------------------------|--|
| 35. | 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- Sala de Tesorería 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) Common Safekeeper: Deutsche Bank AG, London Branch, Winchester House, 1 Great Winchester Street, London EC2N 2DB.
- (h) 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.

Signed on behalf of the Issuer:

By: _____

Name:

Title:

ANNEX 1

FORM OF SWAP TRANSACTION CONFIRMATION

AMENDED AND RESTATED SWAP TRANSACTION CONFIRMATION

Date: 2 December 2014, as amended and restated on 16 December 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 2014-221 EUR 2,750,000 Secured Limited Recourse Index Linked Securities due 2019

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 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 (the "**Equity Definitions**", together with the 2006 ISDA Definitions, 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.

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 16 December 2014 (the "**Trust Instrument**"), by and among the persons thereto for purposes of constituting Series 2014-221 EUR 2,750,000 Secured Limited Recourse Index Linked Securities due 2019 (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.

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

1. General Terms:

Trade Date: 27 November 2014 for EUR 2,650,000 and 28 November 2014 for EUR 100,000

Effective Date: 16 December 2014

Termination Date: The Cash Settlement Payment Date

Termination Currency: The Specified Currency of the Securities

Index:

Index	Exchange	Related Exchange	Bloomberg Code
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, as shall the term “successor sponsor”.	The national stock exchanges upon which securities which comprise the Index are traded	All Exchanges	SX5E

Notional Amount: EUR 2,750,000.00

Equity Amount Payer: Party A

Equity Amount Receiver: Party B

Business Day Convention: Modified Following Business Day

Business Days: TARGET and London

Valuation Time: As per the Multiple Exchange Index Annex

Valuation Date: 9 December 2019

Settlement Terms

Cash Settlement: Applicable

Settlement Currency: EUR

Cash Settlement Payment Date: 16 December 2019

Cash Settlement Amount:

The Equity Amount payable (if any) by the Equity Amount Payer to the Equity Amount Receiver in respect of the Valuation Date on the Cash Settlement Payment Date shall be determined as follows:

- If on the Valuation Date, $\left(\frac{Index_f}{Index_0}\right) \geq 100\%$, then the Equity

Amount Payer will pay to the Equity Amount Receiver on the Cash Settlement Payment Date, a Cash Settlement Amount determined according to the following formula:

$$\text{Notional Amount} \times \left(\frac{Index_f}{Index_0}\right)$$

- If on the Valuation Date, $\left(\frac{Index_f}{Index_0}\right) < 100\%$, then the Equity

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

$$\text{Notional Amount} \times \max\left(75\%; \frac{Index_f}{Index_0}\right)$$

Where:

“ $Index_0$ ”: means the official closing level of the Index on 28 November 2014

“ $Index_f$ ”: means the official closing level of the Index on the Valuation Date

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

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.

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

If an Index Modification or Index Cancellation occurs, the Calculation Agent will make one or more adjustments as provided in Section 11.2(b) of the Equity Definitions (without regard to the words “diluting or concentrative” in the second sentence, adding the words “or futures contracts” after each use of the word “options”, and the replacement of the word “Share” or “Shares” with “Index” or “Indices”).

Index Disruption

Calculation Agent Adjustment, provided that, if the Multiple Exchange Index Annex applies, a failure on the Valuation Date by the Index Sponsor to calculate and announce the Index will not be treated as an Index Disruption but will instead constitute a failure by the Index Sponsor to publish the level of the Index for the purposes of the definition of “Disrupted Day” in the Multiple Exchange Index Annex.

Market Disruption Event

Section 6.6(a) of the Equity Definitions shall be replaced in its entirety by the words:
“If any Valuation Date is a Disrupted Day, in the case of an Index Transaction, the Valuation Date for the Index 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, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent shall determine its good faith estimate of the value for the Index as of the Valuation Time on that fifth Scheduled Trading Day.”

Correction of Index Level

Section 11.4. of the Equity Definitions is hereby substituted by the following paragraph:

“If, in respect of an Index Transaction, the level of an Index published on a given day and used or to be used by the Calculation Agent to determine the Settlement Price or the Final Price, as the case may be, is subsequently corrected and the correction published by that Index sponsor or a successor sponsor within 2 Business Days of the original publication, either party may notify the other party of (i) that correction and (ii) that amount that is payable as a result of that correction. If not later than 2 Business Days after publication of that correction a party gives notice that an amount is so payable, the party that originally either received or retained such amount shall, not later than three Business Days after the effectiveness of that notice, pay to the other party that amount.

Additional Disruption Event

Change in Law: Applicable. Section 12.9 (a) (ii) of the Equity Definitions is replaced in its entirety by the words:

“Change in Law” means that, on or after the Trade Date of any Transaction (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that it has become illegal for a party to this Transaction to hold, acquire or dispose of Hedge Positions relating to such Transaction, provided that this section 12.9 (a) (ii) shall not apply if the Calculation Agent determines that such party could have taken reasonable steps to avoid such illegality.

Determination Party :

Banco Bilbao Vizcaya Argentaria, S.A.

Miscellaneous

Non-Reliance: Applicable

Agreements and Acknowledgments
Regarding Hedging Activities: Applicable

Additional Acknowledgments: Applicable

3. Notice and Account Details

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.: To be advised.

DOURO FINANCE B.V.: To be advised.

4. Offices

The Office of Banco Bilbao Vizcaya Argentaria, S.A. for the Transaction is:

Banco Bilbao Vizcaya Argentaria, S.A.
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

5. 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.

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:

Name:

Title: Authorised Signatory

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.

ANNEX 2

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SCHEDULE 2
NOTICE DETAILS

The Issuer

Douro Finance B.V.

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/ 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 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)