

SERIES INFORMATION MEMORANDUM

DOURO FINANCE B.V.

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

Series 2015-243 EUR 20,000,000 Secured Limited Recourse Variable Coupon Amount Securities due 2044

This Series Information Memorandum includes the Issue Terms relating to the Securities. Investors should note that such Issue Terms supersede in their entirety any termsheets which may have been circulated previously.

The Securities are only intended for highly sophisticated and knowledgeable investors who are capable of understanding and evaluating the risks involved in investing in the Securities and who are required to read the "Risk Factors" section of the Douro Finance B.V. information memorandum dated 30 July 2014.

**Arranger and Dealer
Banco Bilbao Vizcaya Argentaria, S.A.**

The date of this Series Information Memorandum is 23 March 2015

GENERAL

This Series Information Memorandum dated 23 March 2015 under which Series 2015-243 EUR 20,000,000 Secured Limited Recourse Variable Coupon Amount Securities due 2044 (the **Securities**) are described, is supplemental to the Information Memorandum dated 30 July 2014 (the **Information Memorandum**) relating to the EUR 5,000,000,000 Limited Recourse Secured Debt Issuance Programme (the **Programme**) of Douro Finance B.V. (the **Issuer**) and is issued in conjunction with, and incorporates by reference, the Information Memorandum. This Series Information Memorandum constitutes a prospectus issued in compliance with Directive 2003/71/EC (the **Prospectus Directive**) as amended (which includes the amendments made by Directive 2010/73/EU (the 2010 PD Amending Directive) to the extent such amendments have been implemented in a relevant Member State of the European Economic Area and relevant laws of Ireland. It should be read together with the Information Memorandum as one document. To the extent that the Information Memorandum is inconsistent with this Series Information Memorandum, this Series Information Memorandum shall prevail. Terms defined in the Information Memorandum shall, unless the context otherwise requires, bear the same meanings herein.

The Issuer accepts responsibility for the information contained in this Series Information Memorandum. To the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case) the information contained in this Series Information Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

None of the Arranger, the Counterparty, the Calculation Agent, the Realisation Agent, Banco Bilbao Vizcaya Argentaria, S.A. (in any other capacity in which it acts under the Programme), the Trustee, any Dealer, or any Agent (each as defined herein and together the "**Programme Parties**") has separately verified the information contained herein and accordingly none of the Programme Parties makes any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained herein or in any further information, notice or other document which may at any time be supplied in connection with the Securities or their distribution and none of them accepts any responsibility or liability therefor. None of the Programme Parties undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Series Memorandum or to advise any investor or potential investor in the Securities of any information coming to the attention of any of such Programme Parties.

Application has been made to the Irish Stock Exchange (the **Irish Stock Exchange**) for the Securities to be admitted to the Official List and trading on its regulated market. There can be no assurance that any such admission to trading will be obtained.

The Series Information Memorandum has been approved by the Central Bank of Ireland (the **Central Bank**) as competent authority under the Prospectus Directive. The Central Bank only approves this Series Information Memorandum as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive.

The information relating to the Charged Assets and the Counterparty (each as defined herein) and each issuer of the Charged Assets (an **Underlying Obligor**) has been accurately reproduced from information published by the Counterparty and each Underlying Obligor (as applicable). Such information has been accurately reproduced from such sources and, so far as the Issuer is aware and is able to ascertain from such sources, no facts have been omitted from such sources which would render the reproduced information inaccurate or misleading.

The Securities will not be rated.

Prospective purchasers should be aware of the risks involved in investing in the Securities (see the “Risk Factors” section in the Information Memorandum and in this Series Information Memorandum below).

Neither the delivery of this Series Information Memorandum nor the offering, sale or delivery of any Securities shall in any circumstances imply that the information contained herein is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Securities is correct as of any time subsequent to the date indicated in the document containing the same.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Series Information Memorandum or any other information supplied in connection with the Programme or the Securities and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Trustee (as defined herein) or the Dealer (as defined herein).

This Series Information Memorandum does not constitute an offer to sell or the solicitation of an offer to buy any Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of the Information Memorandum and this Series Information Memorandum and the offer or sale of Securities may be restricted by law in certain jurisdictions. The Issuer, the Trustee and the relevant Dealer do not and will not represent that the Information Memorandum or this Series Information Memorandum may be lawfully distributed, or that the Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been or will be taken by the Issuer, the Trustee or any Dealers (save for the approval of this document as a prospectus by the Central Bank and, in the case of the Information Memorandum only, as may be specified in a Series Information Memorandum relating to any other series of securities of the Issuer) which is intended to permit a public offering of the Securities or distribution of the Information Memorandum or this Series Information Memorandum in any jurisdiction where action for that purpose is required. Accordingly, the Securities may not be offered or sold, directly or indirectly, and neither the Information Memorandum nor this Series Information Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession the Information Memorandum, this Series Information Memorandum or any Securities come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of the Information Memorandum and this Series Information Memorandum and the offer or sale of Securities in the United States, the European Economic Area (including the United Kingdom, the Netherlands, Italy, the Kingdom of Spain and Ireland), Japan and Hong Kong (see the "*Subscription and Sale and Transfer Restrictions*" in the Information Memorandum).

Claims of the Securityholders and the Counterparty will be limited in recourse to the Mortgaged Property.

The Securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**), or with any securities regulatory authority of any state or other jurisdiction of the United States and the Securities are in bearer form and are subject to U.S. tax law requirements. Consequently, the Securities may not be offered, sold, resold, delivered or transferred within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the Securities Act (Regulation S)) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws and the Securities forming part of a Non-U.S. Series may not be offered, sold, resold, delivered or transferred within the United States or to, or for the account or benefit of, U.S. Persons or to a person who is not a Non-United States Person (as defined in CFTC Rule 4.7 of the United States Commodity Futures Trading Commission). In addition, the Issuer has

not been and will not be registered as an "investment company" under the United States Investment Company Act of 1940, as amended. For a description of certain restrictions on offers and sales of Securities in the United States or to U.S. Persons, see the "Subscription and Sale and Transfer Restrictions" section in the Information Memorandum and such further restrictions as may be described in the Information Memorandum and in this Series Information Memorandum, as the case may be.

The Securities have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities reviewed or passed upon the accuracy or adequacy of this Series Information Memorandum or the Information Memorandum. Any representation to the contrary is a criminal offence in the United States.

Securities have not been registered under the Securities Act and may not be offered or sold in the United States or to U.S. Persons or to persons who are not Non-United States Persons (as defined in CFTC Rule 4.7 of the United States Commodity Futures Trading Commission).

The Issuer is not and will not be regulated by the Central Bank as a result of issuing the Securities. Any investment in the Securities does not have the status of a bank deposit and is not within the scope of the deposit protection scheme operated by the Central Bank.

If any commissions or fees relating to the issue and sale of the Securities have been paid or are payable by the Dealer to an intermediary, then such intermediary may be obliged to fully disclose to its clients the existence, nature and amount of any such commissions or fees (including, if applicable, by way of discount) as required in accordance with laws and regulations applicable to such intermediary, including any legislation, regulation and/or rule implementing the Markets in Financial Instruments Directive (2004/39/EC) (**MIFID**), or as otherwise may apply in any non-EEA jurisdictions. Investors in the Securities who have purchased an interest in Securities through an intermediary (including by way of introducing broker) should request details of any such commission or fee payment from such intermediary before making any purchase thereof.

The language of the Series Information Memorandum is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

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RISK FACTORS

The purchase of the Securities may involve substantial risks and is suitable only for sophisticated purchasers who have the knowledge and experience in financial and business matters necessary to enable them to evaluate the risks and the merits of an investment in the Securities. Unless otherwise specified in the relevant Issue Terms, the Securities are not principal protected and purchasers of the Securities are exposed to full loss of principal. The Issuer believes that the following factors may affect either its ability to fulfil its obligations under the Securities or the performance of the Securities. Some of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. The Issuer believes that the factors described below represent the principal risks inherent in investing in the Securities, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Securities may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Securities are exhaustive.

Certain Securities are complex financial instruments and involve a high degree of risk and prospective purchasers should be prepared to sustain a loss of all or part of their investment.

The Issuer believes that the following factors may affect its ability to fulfil its obligations under Securities issued under the Programme.

Prospective purchasers should also read the detailed information set out elsewhere in the Information Memorandum and, in the light of their own financial circumstances and investment objectives, reach their own views prior to making any investment decision.

Prospective purchasers should note that certain of the risks below may relate only to the issue of Securities. Accordingly, such prospective purchasers should review carefully the Series Information Memorandum as well as the following section by way of a general introduction to the risks associated with limited recourse investments and the Issuer.

Investor suitability

Prospective purchasers of the Securities should reach an investment decision only after carefully considering the suitability of the Securities in light of their particular circumstances. Investment in the Securities may only be suitable for investors who:

- (a) have substantial knowledge and experience in financial, business matters and expertise in assessing credit risk which enable them to evaluate the merits and risks of an investment in the Securities and the rights attaching to the Securities;
- (b) are capable of bearing the economic risk of an investment in the Securities for an indefinite period of time;
- (c) are acquiring the Securities for their own account (as principal and not as agent) for investment, not with a view to resale, distribution or other disposition of the Securities (subject to any applicable law requiring that the disposition of the investor's property be within its control); and
- (d) recognise that it may not be possible to make any transfer of the Securities for a substantial period of time, if at all.

Independent review and advice

Each prospective purchaser of the Securities must determine, based on its own independent review (including as to the financial condition and affairs and its own appraisal of the creditworthiness of the Issuer, the Counterparty and any relevant obligor in respect of the Charged Assets and such professional advice (including, without limitation, tax, accounting, credit, legal and regulatory advice) as it deems appropriate under the circumstances, to assess the economic, social and political condition of the jurisdiction in which each relevant obligor is located and determine whether an investment in the Securities is appropriate in its particular circumstances.

In so doing, and without restricting the generality of the preceding paragraph, such prospective purchaser must determine that its acquisition and holding of the Securities (i) is fully consistent with its (or if it is acquiring the Securities in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, (ii) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether it is acquiring the Securities as principal or in a fiduciary capacity) and (iii) is a fit, proper and suitable investment for it (or if it is acquiring the Securities in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Securities. None of the Issuer, the Trustee, the Dealer(s) or any of their respective affiliates is acting as an investment adviser, or assumes any fiduciary obligation, to any purchaser of Securities.

Neither the Information Memorandum nor this Series Information Memorandum is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation or as constituting an invitation or offer that any recipient of the Information Memorandum or this Series Information Memorandum should purchase any of the Securities. The Trustee and the Dealer(s) expressly do not undertake to review the financial condition, creditworthiness or affairs of any relevant obligor(s).

No secondary market

Neither the Issuer, the Trustee, the Agents, the Dealer nor any of their respective affiliates is under an obligation to provide liquidity for the Securities and no secondary market is expected to develop in respect of the Securities. Whilst the Securities may be listed or admitted to trading on the Irish Stock Exchange, the Issuer does not expect a trading market for the Securities to develop. In the unlikely event that a secondary market does develop, there can be no assurance that it will provide the Securityholders with liquidity of investment or that it will continue for the life of the Securities. Accordingly, the purchase of the Securities is suitable only for investors who can bear the risks associated with a lack of liquidity in the Securities and the financial and other risks associated with an investment in the Securities. Purchasers must be prepared to hold the Securities for an indefinite period of time or until final redemption or maturity of the Securities.

Limited recourse

Claims against the Issuer by the Securityholders of a Series and by the Counterparty will be limited to the Mortgaged Property relating to such Series. The proceeds of realisation of such Mortgaged Property may be less than the sums due to the Securityholders and the Counterparty. Any shortfall will be borne by the Securityholders and by the Counterparty in accordance with the Security Ranking Basis specified in the relevant Issue Terms. Each Securityholder, by subscribing for or purchasing such Securities, will be deemed to accept and acknowledge that it is fully aware that, in the event of a shortfall, (i) the Issuer shall be under no obligation to pay, and the other assets (if any) of the Issuer including, in particular, assets securing other Series of Securities or Alternative Investments will not be available for payment of, such shortfall, (ii) all claims in respect of such shortfall shall be extinguished, and (iii) the Trustee, the Securityholders and the Counterparty shall have no further claim against the Issuer in respect of such unpaid amounts and will accordingly not be able to petition for the winding up of the Issuer as a consequence of such shortfall.

The Securities of each Series are direct, limited recourse obligations of the Issuer alone and not of the officers, members, directors, employees, securityholders or incorporator of the Issuer, the Counterparty or the issuer(s) in respect of the Charged Assets or any of their respective successors or assigns. Furthermore, they are not obligations of, or guaranteed in any way by, any Dealer(s).

Credit risk

The ability of the Issuer to meet its obligations under the Securities will be dependent, where applicable, upon the payment of principal and interest due on the Charged Assets, the payment of all sums due from the relevant Counterparty under the Charged Agreements, upon the Principal Paying Agent and the Custodian making the relevant payments when received and upon all parties to the Transaction Documents (other than the Issuer) performing their respective obligations thereunder. Moreover, in certain cases, the security for the Securities will be limited to the claims of the Issuer against the Counterparty under the Charged Agreements. Accordingly, Securityholders are exposed, *inter alia*, to the creditworthiness of the issuer(s) in respect of the Charged Assets, the Counterparty, the Principal Paying Agent, the other Paying Agents and the Custodian.

The Issuer will hold cash comprising the Charged Assets in the Cash Deposit Account. Any cash held by the Account Bank on behalf of the Issuer will be held by the Account Bank in its capacity as banker, and not as trustee. The Issuer and the Securityholders will therefore be exposed to the credit risk of the Account Bank on an unsecured basis for the period during which the cash is held by the Account Bank on behalf of the Issuer.

Business relationships

Each of the Issuer, the Dealer(s), the Trustee, the Agents and/or any of their affiliates may have existing or future business relationships with any Counterparty, issuer(s) in respect of any Charged Assets (including, but not limited to, lending, depository, risk management, advisory and banking relationships), and will pursue actions and take steps that it deems necessary or appropriate to protect its interests arising therefrom without regard to the consequences for a Securityholder. Furthermore, the Dealer(s), the Trustee, the Agents or any of their respective affiliates may buy, sell or hold positions in obligations of, or act as investment or commercial bankers, advisers or fiduciaries to, or hold directorship and officer positions in, any issuer(s) in respect of Charged Assets.

Conflicts of Interest

Each of the Counterparty and any of its affiliates is acting or may act in a number of capacities in connection with the issue of Securities. The Counterparty and any of its affiliates acting in such capacities in connection with the issue of Securities shall have only the duties and responsibilities expressly agreed to by it in the relevant capacity and shall not, by virtue of its or any other affiliates acting in any other capacity, be deemed to have other duties or responsibilities or be deemed to hold a standard of care other than as expressly provided with respect to each such capacity. Each of the Counterparty and any of its affiliates in its various capacities in connection with the issue of Securities may enter business dealings, including the acquisition of investment securities as contemplated by the Transaction Documents from which it may derive revenues and profits in addition to any fees stated in various documents, without any duty to account therefor, provided that any such revenue, profits or fees will be paid or received only in accordance with applicable regulations.

Various potential and actual conflicts of interest may arise between the interests of the Securityholders and either the Issuer and/or the Counterparty, as a result of the various businesses, management, investment and other activities of such persons, and none of such persons is required to resolve such conflicts of interest in favour of the Securityholders. Such persons may (a) deal in Charged Assets, (b) advise and distribute

securities on behalf of, arrange or manage transactions on behalf of, accept deposits from, make loans or otherwise extend credit to and generally engage in any kind of commercial or investment banking or other business with any other person and (c) act with respect to such business in the same manner as if the Securities did not exist, , the Charged Assets, the Securities, or on the position of any other party to the transaction described herein or otherwise.

No Obligations owing by the Calculation Agent

The Calculation Agent shall have no obligations to the Securityholders, and shall only have the obligations expressed to be binding on it pursuant to the Agency Agreement, unless otherwise specified in the Issue Terms. All designations and calculations made by the Calculation Agent in respect of any Securities shall be conclusive and binding on the Securityholders.

Legal opinions

Legal opinions relating to the Securities may be obtained on issue with respect to the laws of England and of the Netherlands and, in the case of a U.S. Series, the federal securities laws of the United States, but no such opinions will be obtained with respect to any other applicable laws and no investigations will be made into the validity or enforceability of the laws of any other jurisdiction in respect of the obligations under the Securities. Any such legal opinions will not be addressed to, and may not be relied on by, Securityholders. In particular, save as aforesaid, no legal opinions will be obtained in relation to:

- (a) the laws of the country of incorporation of the issuer(s) in respect of the Charged Assets;
- (b) the laws of the country in which the obligations of the Charged Assets are situated; or
- (c) the laws of the country which are expressed to govern the Charged Assets.

Such laws, depending upon the circumstances, may affect, among other things, the validity and legal and binding effect of the obligations of any Charged Assets and the effectiveness and ranking of the security for the Securities. Consequently, no responsibility is accepted by the Issuer in relation to such matters.

Legality of purchase

None of the Issuer, the Dealer(s) or any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Securities by a prospective purchaser of the Securities, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective purchaser with any law, regulation or regulatory policy applicable to it. However, notwithstanding the lawfulness of any acquisition of the Securities, sales or transfers of Securities that would cause the Issuer to be required to register as an investment company under the 1940 Act will be void *ab initio* and will not be honoured by the Issuer and, where a Security is held by or on behalf of a U.S. Person who is not an Eligible Investor at the time it purchases such Security or by or on behalf of any investor that would cause the Issuer to be required to register as an investment company under the 1940 Act, the Issuer may, in its discretion and at the expense and risk of such holder, (A) redeem such Securities, in whole or in part, to permit the Issuer to avoid registration under the 1940 Act or (B) compel any such holder to transfer the Securities to an Eligible Investor, to a non-U.S. Person outside the United States or to any other investor that would not cause the Issuer to be required to register as an investment company under the 1940 Act, or cause a transfer of the Securities on behalf of such holder.

Hiring Incentives to Restore Employment Act withholding may affect payments on the Securities

The U.S. Hiring Incentives to Restore Employment Act (the "**HIRE Act**") imposes a 30% withholding tax on amounts attributable to U.S. source dividends that are paid or "deemed paid" under certain financial instruments if certain conditions are met. While significant aspects of the application of the relevant provisions of the HIRE Act to the Securities are uncertain, if the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. Prospective investors should refer to the section "*Taxation – Hiring Incentives to Restore Employment Act.*"

Foreign Account Tax Compliance withholding may affect payments on the Securities

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (or "**FATCA**") impose a new reporting regime and, potentially, a 30% withholding tax with respect to (i) certain payments from sources within the United States, (ii) "foreign passthru payments" made to certain non-U.S. financial institutions that do not comply with this new reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution.

While the Securities are in global form and held within Euroclear Bank SA/NV or Clearstream Banking, société anonyme (together, the "**ICSDs**"), in all but the most remote circumstances, it is not expected that FATCA will affect the amount of any payment received by the ICSDs. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. The Issuer's obligations under the Securities are discharged once it has paid the common depositary or common safekeeper for the ICSDs (as bearer or registered holder of the Securities) and the Issuer has therefore no responsibility for any amount thereafter transmitted through the ICSDs and custodians or intermediaries. Prospective investors should refer to the section "*Taxation – Foreign Account Tax Compliance Act.*"

EU Savings Directive

Under Council Directive 2003/48/EC on the taxation of savings income, Member States are required to provide to the tax authorities of other Member States details of certain payments of interest or similar income paid or secured by a person established in a Member State to or for the benefit of an individual resident in another Member State or certain limited types of entities established in another Member State.

On 24 March 2014, the Council of the European Union adopted a Council Directive amending and broadening the scope of the requirements described above. Member States are required to apply these new requirements from 1 January 2017. The changes will expand the range of payments covered by the Directive, in particular to include additional types of income payable on securities. The Directive will also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported. This approach will apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union.

For a transitional period, Luxembourg and Austria are required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments. The changes referred to above will broaden the types of payments subject to withholding in those Member States which still operate a withholding system when they are implemented. In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the Directive.

The end of the transitional period is dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries. A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland).

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Security as a result of the imposition of such withholding tax.

Financial Transactions Tax

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the "**Commission's Proposal**") for a financial transaction tax ("**FTT**") to be adopted in certain participating EU member states (including Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia). If the Commission's proposal was adopted, the FTT would be a tax primarily on "financial institutions" (which would include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

Under the Commission's Proposal, the FTT would apply to persons both within and outside of the participating member states. Generally, it would apply where at least one party is a financial institution, and at least one party is established in a participating member state. A financial institution may be, or be deemed to be, "established" in a participating member state in a broad range of circumstances, including (a) by transacting with a person established in a participating member state or (b) where the financial instrument which is subject to the financial transaction is issued in a participating member state.

The FTT may give rise to tax liabilities for the Issuer with respect to certain transactions (including concluding swap transactions and/or purchases or sales of securities) if it is adopted based on the Commission's Proposal. Any such tax liabilities may reduce amounts available to the Issuer to meet its obligations under the Securities and may result in investors receiving less interest or principal than expected. In addition, the Issuer is, in certain circumstances, able to pass on any such tax liabilities to holders of the Securities and therefore this may also result in investors receiving less than expected in respect of the Securities. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the Securities (including secondary market transactions) if the conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's Proposal. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are exempt.

A joint statement issued in May 2014 by ten of the eleven participating member states indicated an intention to implement the FTT progressively, such that it would initially extend to transactions involving shares and certain derivatives, with this initial implementation occurring by 1 January 2016. However, full details are not available and further changes could be made prior to adoption.

The FTT proposal remains subject to negotiation between the participating member states. It may therefore be altered prior to any implementation. Additional EU member states may decide to participate. Prospective holders of the Securities are advised to seek their own professional advice in relation to the FTT.

Modifications to the terms of the Securities

The attention of prospective purchasers is drawn to Condition 19 (Meetings of Securityholders, Modification, Waiver and Substitution) and in particular, the that the Trustee shall agree to make any modification (whether or not it may be materially prejudicial to the Securityholders) requested by the relevant Dealer(s) in respect of a Series of Securities if, and to the extent that, such modification is to correct an error in the Conditions arising from a discrepancy between the Conditions and the final termsheet provided to the initial Securityholders, as certified by the relevant Dealer(s) to the Trustee.

Trustee Indemnity

Upon the occurrence of an Event of Default in relation to the Securities, Securityholders may be required to provide an indemnity to the Trustee to its satisfaction as provided for in Condition 11 (Events of Default) before the Trustee gives notice to the Issuer accelerating the Securities. The Trustee shall not be obliged to take any action if not indemnified, secured and/or prefunded to its satisfaction.

Provision of information

Neither the Issuer, the Trustee, the Agents, the Dealer(s) nor any of their respective affiliates makes any representation as to the credit quality of the Counterparty, any issuer(s) in respect of the Charged Assets. Any of such persons may have acquired, or during the term of the Securities may acquire, non-public information with respect to such Counterparty, any issuer(s) in respect of the Charged Assets. None of such persons is under any obligation to make available any information relating to, or keep under review on the Securityholders' behalf, the business, financial conditions, prospects, creditworthiness or status of affairs of any issuer(s) in respect of the Charged Assets or conduct any investigation or due diligence into any such issuer(s) in respect of the Charged Assets.

Market Conditions

Any liquidity shortage and volatility in the credit markets will introduce a variety of increased risks relating to several aspects of the Issuer's operations. Such additional risks include the inability of the Issuer to sell its assets which, among other things, may render it unable to dispose of underperforming or defaulted assets and satisfy its obligations in respect of the redemption of the Securities. Such market conditions may also lead to the inability of the Issuer to determine a reliable valuation of its assets. All of such factors could materially adversely affect the interests of Securityholders.

Concerns have been raised since the financial crisis with respect to economic, monetary and political conditions in the Eurozone (including the credit risk of sovereigns and of those entities which have exposure to sovereigns). If such concerns persist and/or such conditions further deteriorate (including as may be demonstrated by any relevant credit rating agency action, any default or restructuring of indebtedness by one or more states or institutions and/or any changes to, including any break-up of, the Eurozone), then these matters may increase stress in the financial system generally and/or may adversely affect the Issuer, one or more of the other parties to the Transaction Documents (including the Vendor and/or the Counterparty) and/or any obligor in respect of the Charged Assets. Given the current uncertainty and the range of possible outcomes, no assurance can be given as to the impact of any of the matters described herein and, in particular, no assurance can be given that such matters would not adversely affect the rights of the

Securityholders, the market value of the Securities and/or the ability of the Issuer to satisfy its obligations under the Securities.

Comparative Returns

Risk-adjusted returns and absolute returns on the Securities may be lower than that of comparable investments. Each prospective purchaser should be aware that any return on the Securities may not exceed or even equal the return that might have been achieved had the amount of its initial investment been placed on deposit for the same period.

Eurosystem Eligibility

There may be an intention for certain Securities to be held in a manner which will allow Eurosystem eligibility. This simply means that such Securities are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that such Securities will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

The Charged Assets

The value of any Charged Assets may have a direct impact on the amounts payable to Securityholders in respect of the Securities upon early redemption. The Charged Assets may comprise cash and/or other assets.

Prospective purchasers are advised to review carefully any offering documents for the Charged Assets before deciding whether an investment in the Securities is suitable for them.

Illiquid Charged Assets

The Charged Assets may comprise assets which are not admitted to any public trading market and may therefore be illiquid and not readily realisable.

Repo of Charged Assets

If specified in the Issue Terms, the Issuer may enter into one or more Repurchase Agreements in respect of the Charged Assets at any time after the Issue Date. The Issue Terms will specify whether or not the prior consent of Securityholders (or, in the case of a Series of Securities consisting of Non-Fungible Tranches, consent of the holders of one or more specified Non-Fungible Tranches) is required. Securityholders may therefore become subject to the credit risk of a Repurchase Agreement Counterparty (and the other risks described in this section in respect of Repurchase Agreements and Counterparties generally) even in circumstances where their consent is not required at the relevant time or where they have voted contrary to the requisite percentage majority of Securityholders (or the holders of the relevant Non-Fungible Tranche(s)) who have approved the entry into a Repurchase Agreement.

The sale proceeds received pursuant to any such Repurchase Agreement in respect of any Charged Assets to be sold thereunder shall be calculated as the Nominal Value, the Market Value or the Fair Value of such Charged Assets as specified in the Issue Terms or notice to the Securityholders. Any such amount may be less than the redemption amount of such Charged Assets and/or the realisable value of such Charged Assets at the Maturity Date or any other date on which the Issuer would otherwise be required to fund a payment under the Securities from the same.

Margin calls under Swap Agreements with credit support annex and Repurchase Agreements

As the Swap Agreement includes a credit support annex and also if a Repurchase Agreement includes a margin transfer obligation, (a) the relevant Counterparty will be required to post eligible collateral to the Issuer to collateralise the Issuer's exposure (if any) to the relevant Counterparty under such Swap Agreement(s) and/or the Repurchase Agreement(s) (such collateral being referred to as "**Counterparty Margin Collateral**") and/or (b) the Issuer will be required to post eligible collateral to the relevant Counterparty to collateralise the relevant Counterparty's exposure (if any) to the Issuer under such Swap Agreement(s) and/or the Repurchase Agreement(s) (such collateral being referred to as "**Issuer Margin Collateral**").

In respect of the Counterparty Margin Collateral, this may not in all circumstances be sufficient to negate all credit exposure of the Issuer to the relevant Counterparty, for example, because (a) of the requirement for the minimum transfer amount to be satisfied; (b) the Issuer's exposure to the Counterparty may increase from the time at which the last valuation was made; (c) where assets are delivered as collateral to the Issuer, such assets may have a volatile market value that decreases from the date of delivery of such assets; and/or (d) due to currency exchange rate fluctuations, in which circumstances Securityholders will have uncollateralised exposure to the credit risk of the relevant Counterparty. If the Issuer is required to sell any Counterparty Margin Collateral, the Securityholders will assume market risk in respect of such Counterparty Margin Collateral and credit risk in respect of the obligor(s) in respect of such Counterparty Margin Collateral.

In respect of the Issuer Margin Collateral, this will be provided from the Charged Assets and will therefore reduce the realisable value of such Charged Assets and, consequently, increase Securityholders' exposure to the credit risk of the Counterparty, in circumstances where the Issuer Margin Collateral is subsequently required to be returned to the Issuer.

Credit Risk of Banco Bilbao Vizcaya Argentaria S.A. group entities as a Counterparty and as issuer and/or guarantor of Charged Assets

The Issuer has entered into a Swap Agreement and may enter into a Repurchase Agreement with BBVA as Counterparty. To the extent that BBVA fails to make due and timely payment or delivery under the Swap Agreement or Repurchase Agreement, as the case may be, such agreement may be terminated, the security enforced and the Securities redeemed and a loss of principal or a delay in payment under the Securities may result.

BBVA may act as Counterparty and if the Charged Assets are obligations of BBVA or one of its subsidiaries, investors will be exposed to the credit risk of BBVA group entities both as the Counterparty and as the issuers and/or guarantors of the Charged Assets. In the event of an insolvency of an obligor in respect of the Charged Assets and/or a Counterparty, various insolvency and related laws applicable to such entity(ies) may limit the amount investors may recover and determine or affect when such recovery may be made. In the event that a Counterparty fails to make due and timely payment or delivery under the Swap Agreement or Repurchase Agreement, as the case may be, it is likely that the liquidation proceeds of Charged Assets issued or guaranteed by any entity in the same group at such time are likely to be significantly less than par and may be zero which means that an investor may lose some or all of the money it has invested in the Securities.

The value of the Charged Assets may be less than the value of the Securities

Due to potential market volatility and other factors, the market value of the Charged Assets at any time will vary, and may vary substantially, from the principal amount of such Charged Assets. To the extent that the nominal amount and/or market value of the Charged Assets (if any) is at any time less than the outstanding

principal amount and/or market value of the Securities an investor's exposure to the obligations of the Counterparty under the Swap Agreement and/or the Repurchase Agreement, as the case may be, is increased. Accordingly, no assurance can be given as to the amount of proceeds of any sale or disposition, or the amount received or recovered upon maturity, of such Charged Assets, or that the proceeds of any such sale or disposition would be sufficient to repay principal of the Securities of the related Series and amounts payable prior thereto. Where this is the case and the Counterparty is unable to perform its obligations under the Swap Agreement and/or Repurchase Agreement, as the case may be, the Issuer will be unable to meet the payments owed to investors under the Securities in full, resulting in investors losing some or all of the money invested in Securities.

Substitution of Charged Assets and Investment or Reinvestment of Charged Assets

The terms of the Securities may provide that the Charged Assets may be substituted in accordance with the terms of Condition 4 (Charged Assets).

Such substitution may either be at the direction of a Counterparty pursuant to Condition 4(b)(i) (Substitution at direction of Counterparty) on a Nominal Basis, Market Value Basis or Fair Value Basis or at the request of Securityholders pursuant to Condition 4(b)(ii) (Substitution at the request of Securityholders). Such substitution may be in whole or in part and may be for cash or other assets. In the event that such request is made by Securityholders representing at least 50 per cent. of the aggregate Outstanding Principal Amount of the Securities, the Securities shall be restructured and amended as set out in Condition 4(b)(ii) (Substitution at the request of Securityholders). All Securityholders are deemed to have accepted Condition 4(b)(ii) (Substitution at the request of Securityholders) and to be bound by the terms thereof even if not Consenting Holders.

Further issues

The terms of the Securities may provide for the issue of further Securities fungible with the existing Tranche(s) thereof in certain circumstances. The additional Charged Assets which the Issuer may be required to provide as security for such further Securities relative to the aggregate nominal amount of the further Securities may be such as to affect the value of the original security provided for the Securities.

Substitution of Initial Charged Assets for Cash Collateral where Initial Charged Assets are not delivered

Where the Securities are secured by Cash Collateral on the Issue Date prospective purchasers should be aware that Initial Charged Assets may be substituted, pursuant to Condition 4(c) (Substitution with Cash Collateral), for the Cash Collateral following the Issue Date. If an event of default (howsoever described in the terms and conditions of the Initial Charged Assets) has occurred with respect to the Initial Charged Assets prior to the delivery by the Vendor of all or any part of the Initial Charged Assets, any undelivered Initial Charged Assets shall be deemed to have been delivered by the Vendor to the Issuer and sold by the Selling Agent in accordance with the Agency Agreement.

Early Redemption

The Securities may be redeemed early in certain circumstances, including where there is an event of default in relation to the Securities, following occurrence of an Event Determination Date in respect of the CDS Transaction, where there is an event of default in relation to the Charged Assets, where certain regulatory events occur (which may also lead to an adjustment), where illegality event occurs and where there is a termination under a Swap Agreement or Repurchase Agreement. Prospective purchasers should note that the amount payable on early redemption may be significantly less than the amount that would otherwise have

been payable at maturity of the Securities. Prospective purchasers should note in particular that pursuant to Condition 7(h) (Cessation of interest), on early redemption, interest payable on the Securities will cease to accrue from, and including, the immediately preceding Interest Payment Date or, if none, the Interest Commencement Date or, in the case of early redemption following occurrence of an Event Determination Date in respect of the CDS Transaction, the Interest Payment Date immediately preceding the Event Determination Date.

Physical Delivery

In the case of Securities which provide for physical delivery, the Calculation Agent may determine that a Settlement Disruption Event is subsisting and/or where Failure to Deliver due to Illiquidity is specified as applying in the Issue Terms, that it is impossible or impracticable to deliver when due some or all of the Relevant Assets due to illiquidity in the relevant market. A Settlement Disruption Event is an event beyond the control of the Issuer, as a result of which, in the opinion of the Calculation Agent, delivery of the specified assets to be delivered by or on behalf of the Issuer in accordance with the Conditions is not practicable. Any such determination may affect the value of the Securities and/or may delay settlement in respect of the Securities and/or lead to cash settlement in whole or in part rather than physical settlement in respect of the Securities.

The Issuer will not be responsible for any such consequences and shall not be obliged to compensate Securityholders. Securityholders will be solely responsible for determining whether they are permitted to hold the Relevant Assets, including under applicable securities laws.

The Issuer may have the right to vary settlement

In the case of Securities which provide for physical delivery, if so indicated in the Issue Terms, the Issuer has an option to vary settlement in respect of such Securities. If exercised by the Issuer, this option will lead to physical delivery Securities being cash settled or cash settled Securities being physically settled. Exercise of such option may adversely affect the value of the Securities.

Currency Risk

An investment in Securities denominated or payable in a currency other than the currency of the jurisdiction of a particular purchaser (the "**Purchaser's Currency**"), entails significant risks that are not associated with a similar investment in a security denominated and/or payable in the Purchaser's Currency. These risks include, but are not limited to:

- (a) the possibility of significant market changes in rates of exchange between the Purchaser's Currency and the currency in which the Securities are denominated and/or payable;
- (b) the possibility of significant changes in rates of exchange between the Purchaser's Currency and the currency in which the Securities are denominated and/or payable resulting from the official redenomination or revaluation of the currency; and
- (c) the possibility of the imposition or modification of foreign exchange controls by either the jurisdiction of the purchaser or foreign governments.

UK Banking Act 2009

The Banking Act 2009 (the "**Banking Act**"), which came into effect on 21 February 2009, includes (amongst other things) provision for a special resolution regime pursuant to which specified UK authorities have extended tools to deal with the failure (or likely failure) of a UK bank or building society (such as any UK

bank acting as Principal Paying Agent or Custodian). In particular, in respect of UK banks, such tools include share and property transfer powers (including powers for partial property transfers), certain ancillary powers (including powers to modify certain contractual arrangements in certain circumstances) and two new special insolvency procedures which may be commenced by UK authorities (i.e. bank insolvency and bank administration). It is possible that the extended tools described above could be used prior to the point which an application for insolvency proceedings with respect to a relevant entity could be made.

In general, the Banking Act requires the UK authorities to have regard to specified objectives in exercising the powers provided for by the Act. One of the objectives (which is required to be balanced as appropriate with the other specified objectives) refers to the protection and enhancement of the stability of the financial systems of the United Kingdom. The Act includes provisions related to compensation in respect of transfer instruments and orders made under it.

If an instrument or order were to be made under the Banking Act in respect of any UK bank acting as Principal Paying Agent or Custodian, such instrument or order may (amongst other things) affect the ability of such entity to satisfy its obligations under the Transaction Documents and/or result in modifications to such documents.

The Banking Act 2009 (Restriction on Partial Property Transfers) (Amendment) Order 2009 (the "**Safeguards Order**") came into force on 9 July 2009. The Safeguards Order imposes certain controls on the powers set out in the Banking Act and, inter alia, prevents the transfer under an instrument or order of some and not all of the property, rights and liabilities that comprise a "capital market arrangement" and also includes a restriction on the power to amend the terms of a trust if a partial property transfer is made pursuant to an instrument or order under the Banking Act. The issuance of Securities by the Issuer would constitute a "capital market arrangement" and therefore have the benefit of the Safeguards Order. However, Securityholders should note that such protections apply to partial property transfers only and not to all powers that can be carried out under an instrument or order.

Bank Recovery and Resolution Directive

On 6 May 2014, the Council of the European Union adopted a directive providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU) (the **Bank Recovery and Resolution Directive** or **BRRD**). The BRRD was published in the Official Journal of the EU on 12 June 2014 and came into force on 2 July 2014. The BRRD is designed to provide authorities with a credible set of tools to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the economy and financial system.

The BRRD contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest: (i) sale of business - which enables resolution authorities to direct the sale of the firm or the whole or part of its business on commercial terms; (ii) bridge institution - which enables resolution authorities to transfer all or part of the business of the firm to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control); (iii) asset separation - which enables resolution authorities to transfer impaired or problem assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only); and (iv) bail-in - which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing institution and to convert certain unsecured debt claims including the

Securities to equity (the **general bail-in tool**), which equity could also be subject to any future application of the general bail-in tool.

The BRRD also provides for a Member State as a last resort, after having assessed and exploited the above resolution tools to the maximum extent possible whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the EU state aid framework.

An institution will be considered as failing or likely to fail when: it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation; its assets are, or are likely in the near future to be, less than its liabilities; it is, or is likely in the near future to be, unable to pay its debts as they fall due; or it requires extraordinary public financial support (except in limited circumstances).

The BRRD provides that it will be applied by Member States from 1 January 2015, except for the general bail-in tool which is to be applied from 1 January 2016.

The powers set out in the BRRD will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. Once the BRRD is implemented, if a credit institution or investment firm subject to the BRRD acts as a Counterparty, an obligor in respect of Charged Assets, an Account Bank or other Agent, obligations of any such entity may be subject to write-down or conversion into equity on any application of the general bail-in tool, which may result in such holders losing some or all of their investment. The exercise of any power under the BRRD or any suggestion of such exercise could, therefore, materially adversely affect the rights of Securityholders, the price or value of their investment in any Securities and/or the ability of the Issuer to satisfy its obligations under any Securities.

European Market Infrastructure Regulation

European Regulation 648/2012 of 4 July 2012, known as the European Market Infrastructure Regulation (**EMIR**) entered into force on 16 August 2012. EMIR provides for certain OTC derivative contracts to be submitted to central clearing and imposes, *inter alia*, margin posting and other risk mitigation techniques, reporting and record keeping requirements. EMIR is a Level 1 regulation and requires secondary rules for full implementation of all elements. Some (but not all) of these secondary rules have been finalised and certain requirements under EMIR are now in effect. These requirements do not include the clearing or margin posting requirements, which requirements are expected only to apply in respect of new swap arrangements entered into from the relevant future effective dates.

If the Issuer is required to comply with certain obligations under EMIR which may give rise to additional costs and expenses for the Issuer, this may in turn reduce amounts available to make payments with respect to the Securities.

USE OF PROCEEDS

The net proceeds of the issue of the Securities, which amount to EUR 26,500,000, will be used by the Issuer to purchase the Charged Assets from the Vendor.

Method of Payment

On the Issue Date, delivery of beneficial interests in the Securities has been made in book-entry form through the facilities of Euroclear or Clearstream, Luxembourg, in each case against payment thereof in immediately available funds.

ISSUE TERMS

Issue Terms dated 12 March 2015

Douro Finance B.V.

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

Issue of Series 2015-243 EUR 20,000,000 Secured Limited Recourse Variable Coupon Amount Securities due 2044 (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, the Series Information Memorandum and the Information Memorandum. The Information Memorandum, the Series 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 12 March 2015 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 20 February 2015 and a 1995 ISDA credit support annex (Bilateral Form-Transfer) (English Law), including paragraph 11 (Elections and Variables), which supplement, form part of, and are subject to the ISDA Master Agreement and Schedule (the “**Credit Support Document**”, together with the ISDA Master Agreement and Schedule, the “**Master Agreement**”) as supplemented by a swap transaction confirmation each with an effective date of 12 March 2015 as amended and/or restated from time to time (the “**Swap Transaction Confirmation**”) and the definitions contained in the Master Agreement and Swap Transaction Confirmation are incorporated by reference herein.

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|----|----------------------------|---|
| 1. | Issuer: | Douro Finance B.V. |
| 2. | Description of Securities: | Series 2015-243 EUR 20,000,000 Secured Limited Recourse Variable Coupon Amount Securities due 2044. |
| 3. | Principal Amount: | EUR 20,000,000. |
| | (a) Issue Date: | 12 March 2015. |

- (b) Issue Price: 132.50 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. Type of Securities: Variable Coupon Amount Securities. The amount of interest payable will be calculated pursuant to paragraph 7 and 8 below.
6. Date of corporate authorisation for issuance of Securities: 24 February 2015

INTEREST

7. Fixed Rate Security Provisions: Applicable.

The Securities pay interest, in arrear, on the Interest Payment Dates set out below and in accordance with Condition 7(a) (as amended by paragraph 37(i) below), at the Rate of Interest set out below in paragraph 7(f).

- (a) Interest Rate Basis: Fixed Rate.
- (b) Interest Payment Dates: 12 March in each year from and including 12 March 2016 up to and including the 12 March 2017 (the “**Final Fixed Rate Interest Payment Date**”).
- (c) Fixed Rate Interest Commencement Date: 12 March 2015.
- (d) Interest Periods: The period from (and including) an Interest Payment Date (or the Fixed Rate Interest Commencement Date) to (but excluding) the following Interest Payment Date.

Fixed Interest Periods will be unadjusted.

- (e) Payment Day Convention for Condition 10(f): Modified Following Payment Date Convention.

(i) Additional Financial Centre(s): London.

- (f) Rate of Interest: 5.00 per cent. per annum.
- (g) Day Count Fraction: Act/Act.

8. Floating Rate Security Provisions: Applicable.

The Securities will pay interest, in arrear, on the Interest Payment Dates set out below and in accordance with Condition 7(b) (as amended by paragraph 37(ii) below), at the Rate of Interest set out below in paragraph 8(f).

- (a) Interest Rate Basis: Floating Rate.
- (b) Interest Payment Dates: 12 March, 12 June, 12 September and 12 December in each year from and including 12 June 2017 up to and including 12 September 2044 and 4 November 2044 each subject to adjustment in accordance with the Business Day Convention.
- (c) Floating Rate Interest Commencement Date: 12 March 2017.
- (d) Interest Periods: The period from (and including) an Interest Payment Date (or the Floating Rate Interest Commencement Date) to (but excluding) the following Interest Payment Date each subject to adjustment in accordance with the Business Day Convention.
- Floating Interest Periods will be adjusted.*
- (e) Business Day Convention: Modified Following Business Day Convention
- (f) ISDA Determination: Applicable.
- Floating Rate Option: EUR-EURIBOR-Reuters
- Designated Maturity: 3 months.
- Reset Date: As per the Conditions.
- Margin: Plus 2.00 per cent.
- Linear Interpolation: Applicable to any Interest Period longer or shorter than the Designated Maturity.
- (g) Screen Rate Determination: Not applicable
- (h) (i) Additional Business Centre(s): Not applicable.
- (ii) Additional Financial Centre(s): Not applicable.
- (i) Day Count Fraction: Act/360.
- (j) Minimum Rate of Interest: 4.00 per cent per annum.
- (k) Maximum Rate of Interest: 6.00 per cent per annum.
- (l) Fall back provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Securities, if different from Not applicable

those set out in the Conditions:

PROVISIONS RELATING TO REDEMPTION

9. Maturity Date: 4 November 2044.
10. Final Redemption Amount: The principal amount of each Security.

PROVISIONS RELATING TO SECURITY

11. *Charged Assets:*
- (a) EUR 10,000,000 nominal amount of 5.15% Fixed Rate Notes due 2044 issued by the Bonos y Obligaciones del Estado. ISIN Code: ES00000124H4.
 - (b) EUR 10,000,000 nominal amount of Inflation Linked Notes due 2041 issued by the Republic of Italy. ISIN Code: IT0004545890.

On each date on which redemption proceeds are due in respect of the maturity of the Charged Assets ("**Charged Asset Redemption Proceeds**"), pursuant to the terms of the Swap Transaction, the Issuer shall pay such Charged Asset Redemption Proceeds to the Counterparty. From the time of payment to the Counterparty, such Charged Asset Redemption Proceeds will not form part of the Charged Assets.

12. *Net Settlement:* Not applicable.

13. Substitution of Charged Assets:

- (i) At the direction of the Counterparty pursuant to Condition 4(b)(i) (*Substitution at direction of Counterparty*): Not applicable.
- (ii) Applicable notice period for giving of a Substitution Notice pursuant to Condition 4(b)(i) (*Substitution at direction of Counterparty*): Not applicable.
- (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*)

14. Charged Agreements:

- (a) Counterparty: Banco Bilbao Vizcaya Argentaria, S.A., Ciudad BBVA c/ Saucedá, 28 Edificio Asia Nivel 1 28050 Madrid.
- (b) Swap Agreement: The Master Agreement together with the Swap Transaction Confirmation (the “**Swap Agreement**”).

Pursuant to the Swap Agreement:

- (1) the Issuer shall pay to the Counterparty each amount of coupon or interest or redemption proceeds payable to the Issuer in respect of the Charged Assets and any Distributions (as defined in the Credit Support Document) receivable by the Issuer pursuant to the Credit Support Document; and
- (2) the Counterparty shall pay to the Issuer all Interest Amounts and Final Redemption Amounts payable by the Issuer under the Securities.

Pursuant to the Credit Support Document (the Counterparty will post eligible collateral to the Issuer to collateralise the Issuer’s exposure (if any) to the Counterparty under the Swap Agreement and the Issuer will post eligible collateral to the Counterparty to collateralise the Counterparty’s exposure (if any) to the Issuer under the Swap Agreement. Charged Assets that are so transferred to the Counterparty under the Credit Support Document are not Charged Assets during the period in which they have been transferred to the Counterparty and do not form part of the Mortgaged Property during this period.

*The elections and variables relating to the Credit Support Document are set out in the Annex hereto – Annex: Form of Paragraph 11 to the Credit Support Document. The Calculation Agent under the Swap Agreement shall be the Counterparty (the “**Swap Calculation Agent**”).*

15. (a) Security Ranking Basis: Counterparty Priority Basis.
- (b) Instructing Creditor: Swap Agreement Counterparty only.
16. Custodian's account details: Clearstream Account No. 18038 or such other account as may be advised by the Custodian from time to time.

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|-----|-------------------------------|---|
| 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 12 March 2015. |
| 20. | Pre Closing Date and Time: | Not Applicable. |
| 21. | Form of Securities: | <p>Bearer Securities.</p> <p>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.</p> |
| 22. | Whether TEFRA D or TEFRA C rules applicable or TEFRA rules not applicable: | TEFRA D. |
| 23. | Whether Securities are a Non-U.S. Series or a U.S. Series: | Non-U.S. Series. |
| 24. | Specified Currency and Currency of the Issue: | EUR. |
| 25. | Specified Denomination: | EUR 100,000. |
| 26. | Rating: | The Securities will not be rated. |
| 27. | Listing: | <p>Application has been made to the Irish Stock Exchange for the Securities to be listed on the Official List and trading on its regulated market. No assurance is given as to when or whether such listing application will be granted.</p> |
| 28. | Common Code and ISIN: | 119627508 and XS1196275082. |
| 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 Not applicable.
Safekeeping Structure:

33. Securities intended to be held in a No.
manner which would allow
Eurosystem eligibility:

USE OF PROCEEDS AND NET PROCEEDS

34. Reasons for the offer: See "Use of Proceeds" in the Information Memorandum.

35. Dealer fees / commissions / Not Applicable.
discounts:

AGENTS AND OTHER PARTIES

36. 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) | 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: | Ciudad BBVA c/ Saucedá, 28 Edificio Asia Nivel 1 28050 Madrid |
| (f) | Account Bank: | Ciudad BBVA c/ Saucedá, 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, 44 th Floor, London E14 5AA. |

ADDITIONAL TERMS

37. Additional Terms:

(i) Condition 7(a) is amended such that the words “Interest Commencement Date” shall be deleted and replaced by the words “Fixed Rate Interest Commencement Date” and the reference to the “Maturity Date” shall be deemed to be a reference to the “Final Fixed Rate Interest Payment Date”; and

(ii) Condition 7(b) is amended such that the words: “Interest Commencement Date” shall be deleted and replaced by the words “Floating Rate Interest Commencement Date”.

(iii) References to “Charged Assets” in Condition 8(c)(i)(A), (C), (D) and 8(c)(iii) shall be deemed to include the Charged Assets that have been transferred to the Counterparty under the Credit Support Document for the purpose of triggering a mandatory redemption of the Notes only under such Conditions, notwithstanding that they are not Charged Assets during the period in which they have been transferred to the Counterparty and do not form part of the Mortgaged Property during this period.

Signed on behalf of the Issuer:

By: _____

Name:

Title:

ANNEX

Form of Paragraph 11 (Elections and Variable) to the Credit Support Document

Paragraph 11 (Elections and Variables) to the Credit Support Annex

between

Banco Bilbao Vizcaya Argentaria, S.A. **and Douro Finance B.V.**

("Party A")

("Party B")

(a) **Base Currency and Eligible Currency.**

- (i) **"Base Currency"** means EUR.
- (ii) **"Eligible Currency"** means the Base Currency.

(b) **Credit Support Obligations.**

- (i) Delivery Amount, Return Amount and Credit Support Amount.
 - (A) **"Delivery Amount"** has the meaning specified in Paragraph 2(a), provided that the words "upon a demand made by the Transferee on or promptly following a Valuation Date" will be deemed to have been deleted and replaced with the words: "on each Valuation Date".
 - (B) **"Return Amount"** has the meaning specified in Paragraph 2(b).
 - (C) **"Credit Support Amount"** has the meaning specified in Paragraph 10.
- (ii) **Eligible Credit Support.** The following items, provided that where Party B is the Transferor, they comprise Charged Assets on the relevant Valuation Date:

Type	Party A	Party B	Valuation Percentage
Fixed Rate Notes due 2044 issued by the Bonos y Obligaciones del Estado. ISIN Code: ES00000124H4	[X]	[X]	[80]%
Inflation Linked Notes due 2041 issued by the Republic of Italy. ISIN Code: IT0004545890	[X]	[X]	[80]%

Spanish Sovereign Bonds [X] [] [100%]
issued by the Spanish
Government.

(iii) **Thresholds.**

(A) **"Independent Amount"** means with respect to Party A: Zero

"Independent Amount" means with respect to Party B and in respect of any Valuation Date, an amount in the Base Currency equal to 40.00% of the Securities outstanding on such Valuation Date.

(B) **"Threshold"** means with respect to Party A: Zero

"Threshold" means with respect to Party B: Zero

(C) **"Minimum Transfer Amount"** means with respect to Party A: EUR 100,000.

"Minimum Transfer Amount" means with respect to Party B: EUR 100,000,

(D) **Rounding.** The Delivery Amount and the Return Amount will be rounded up to the nearest integral multiple of EUR 1,000.

(c) **Valuation and Timing.**

(i) **"Valuation Agent"** means Banco Bilbao Vizcaya Argentaria, S.A. in all circumstances.

(ii) **"Valuation Date"** means each Local Business Day in each week.

(iii) **"Valuation Time"** means the close of business in the city of the Valuation Agent on the Local Business Day immediately preceding the Valuation Date or date of calculation, as applicable, provided that the calculations of Value and Exposure will, as far as practicable, be made as of approximately the same time on the same date.

(iv) **"Notification Time"** means 1:00 p.m., Madrid time on a Local Business Day.

(d) **Exchange Date** "Exchange Date" has the meaning specified in Paragraph 3(c)(ii)

(e) **Dispute Resolution.**

(i) **"Resolution Time"** means 1:00 p.m., Madrid time on the Local Business Day following the date on which the notice is given that gives rise to a dispute under Paragraph 4.

(ii) **Value.** For the purpose of Paragraphs 4(a)(4)(i)(C) and 4(a)(4)(ii), on any date, the Value of the outstanding Credit Support Balance or of any transfer of Eligible Credit Support or Equivalent Credit Support, as the case may be, will be calculated as follows:

the amount of the Eligible Credit Support transferred by the Transferor together with any Distributions thereon to the extent not transferred pursuant to Paragraph 5(c)(i) or (ii).

(iii) **Alternative.** As amended by the preceding paragraphs of this Paragraph 11(e), the provisions of Paragraph 4 will apply.

(f) **Distributions and Interest Amount.**

- (i) **Interest Rate.** Not applicable.
- (ii) **Transfer of Interest Amount.** Not applicable.
- (iii) **Alternative to Interest Amount.** Not applicable.

(g) **Address for Transfers.**

Party A: As set forth in notices to Party B from time to time.

Party B: As set forth in notices to Party A from time to time.

(h) **Other Provisions.**

(i) **Early Termination.**

Paragraph 6 is deleted in its entirety and replaced with the following:

“If an Early Termination Date is designated or deemed to occur as a result of an Event of Default in relation to a party or as a result of a Termination Date where all Transactions are Affected Transactions, an amount equal to the Value of the Credit Support Balance, determined as though the Early Termination Date were a Valuation Date, will be deemed to be an Unpaid Amount due to the Transferor (which may or may not be the Defaulting Party) for purposes of Section 6(e).”

(ii) **Transfer of undisputed amounts**

Paragraph 4(a)(2) shall be amended by the insertion of the words “(or deemed received)” after the word “received” in the third line thereof.

(iii) **Eligible Credit Support.**

Where Party A is the Transferor on a Valuation Date, Spanish Sovereign Bonds issued by the Spanish Government shall comprise Eligible Credit Support only where Party B’s Credit Support Balance is equal to zero.

(iv) **Party B’s Credit Support Balance.**

Where Party B is the Transferor on a Valuation Date, the Credit Support Balance shall comprise the aggregate of all Eligible Credit Support that has been transferred to or received by Party A and not returned to Party B under this Annex, together with any Distributions and all proceeds of any such Eligible Credit Support or Distributions, as reduced pursuant to paragraph 2(b) or 6.

(v) **Party B as Transferor.**

- (a) For the avoidance of doubt, where Party B is the Transferor on a Valuation Date, its obligation to make a transfer of Eligible Credit Support shall arise only where, and to the

extent that, it has Charged Assets comprising Eligible Credit Support on the relevant Valuation Date.

- (b) The Eligible Credit Support delivered by Party B as Transferor pursuant to paragraph 2(a), will be delivered in the priority of the Eligible Credit Support, held by Party B on such date, with the latest scheduled maturity date to be delivered first.

(j) Demands and Notices.

Any demand, specification or notice will be given to or made at the following addresses:

If to Party A: BBVA S.A.

Address: Banco Bilbao Vizcaya Argentaria, S.A.
C/ Clara del Rey 26, planta 2ª, 28002 Madrid

Attention: Collateral Department

Telephone: +34 91 374 74 13 /+34 91 537 70 94

Fax: +34 91 5370988

E-mail: bbvacollaterales@grupobbva.com

If to Party B: Address: Douro Finance B.V.

De Entrée 99-197

1101 HE Amsterdam Zuidoost

The Netherlands

Attention: Managing Director

Telephone: + 31 205 554 488

Fax: + 31 205 55 43 08

or at such other address as the relevant party may from time to time designate by giving notice (in accordance with the terms of this subparagraph) to the other party.

(k) Definitions

Any definitions used in this Paragraph 11 to the Credit Support Annex and not defined herein shall have the meaning given to such terms in the Charged Agreement and the Trust Instrument relating to the Securities.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

By:

By:

Name:

Name:

DOURO FINANCE B.V.

By:

Name:

AMENDED AND RESTATED SWAP CONFIRMATION
FORM OF SWAP TRANSACTION CONFIRMATION

Date: 24 February 2015 as amended and restated on 12 March 2015

To: Douro Finance B.V.

From: Banco Bilbao Vizcaya Argentaria, S.A.

Our reference: Securities ISIN Code XS1196275082

Re: Series 2015-243 EUR 20,000,000 Secured Limited Recourse Variable Coupon Amount Securities due 2044

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 is to set forth the terms and conditions of the single 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 constitutes a "**Confirmation**" as referred to in the Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions (the "**Definitions**") as published by the International Swaps and Derivatives Association, Inc. are incorporated by reference herein. In the event of any inconsistency between the Definitions and this Confirmation, the provisions of this Confirmation will prevail.

For the purposes of this Confirmation, all references in the Definitions to a "**Swap Transaction**" shall be deemed to apply to the Transaction referred to herein.

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 12 March 2015 (the "Trust Instrument"), by and among the persons thereto for purposes of constituting Series 2015-243 EUR 20,000,000 Secured Limited Recourse Variable Coupon Amount Securities due 2044 (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:

Trade Date:	20 February 2015
Effective Date:	12 March 2015
Termination Date:	4 November 2044
Termination Currency:	EUR
Business Days:	TARGET and London

Business Day Convention:	Modified Following
Notional Amount:	EUR 20,000,000

1.1 Initial Exchange Amount

On the Effective Date, Party A will pay to Party B an amount equal to EUR 3,550,000.00

1.2. Fixed Amounts

Fixed Rate Payer:	Party A
Fixed Rate Payer Calculation Amount:	An amount equal to the Notional Amount
Fixed Rate Payer Payment Dates:	12 March in each year from and including 12 March 2016, up to and including the 12 March 2017
Fixed Rate:	5.00 per cent. per annum
Fixed Rate Day Count Fraction:	Act/Act.
Period End Dates:	No Adjustment

1.3. Floating Amounts - Party A:

Floating Amount Payer:	Party A
Floating Amounts Payer Payment Dates:	12 March, 12 June, 12 September and 12 December in each year from and including 12 June 2017 until, and including 12 September 2044 and the Final Floating Amount Payer Payment Date will be the Termination Date.

Floating Rate Option: EUR-EURIBOR- Reuters

Designated Maturity: 3 months

Spread: 2.00 per cent. per annum

The Floating Amount shall be determined as follows:

Notional Amount x (Floating Rate + Spread) x Floating Rate Day Count Fraction

However, if the Floating Rate plus the Spread is equal or higher than 6.00 per cent per annum the Floating Amount shall be determined using a rate of 6.00 per cent per annum instead of the Floating Rate plus the Spread;

and, if the Floating Rate plus the Spread is equal or lower than 4.00 per cent. per annum the Floating Amount shall be determined using a rate of 4.00 per cent. per annum instead of the Floating Rate plus the Spread.

Floating Rate Day Count

Fraction: Act/360

Period End Dates: Adjustment.

Reset Days: The first day of each Calculation Period.

1.4. Final Exchange Amount - Party A:

Party A will pay to Party B, EUR 20,000,000 on the Termination Date.

1.5. Variable 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 received by 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 any Distributions (as defined in the Credit Support Document) which are scheduled to be paid to Party B pursuant to the Credit Support Document, each such amount being payable by Party B on the date on which such amount is received by Party B.

On each date on which redemption proceeds are received in respect of the maturity or redemption of the Charged Assets (each a “**Charged Asset Redemption Date**”), Party B will pay an amount equal to and in the same currency as such redemption proceeds to Party A free and clear of any interest of Party B or the Trustee.

For the avoidance of doubt, no Variable Amounts payable by Party B to Party A hereunder shall be reduced on account of any deduction or withholding from any payment in respect of any Charged Assets that are securities (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 such Charged Assets, or on account of any right of set-off, or for any other reason whatsoever.

2. 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.

3. Offices

The Office of Party A for this Transaction is Clara del Rey 26-2^a Planta, 28002 Madrid

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

4. 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.

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
Tesorería - Documentación
Clara del Rey 26 - 2º Planta. 28002 Madrid (Spain)
Phone: +34 91 537 8465
Fax: +34 91 537 0955

EXECUTION PAGE OF CONFIRMATION - DOURO FINANCE B.V. SERIES 2015-243

Yours faithfully

for and on behalf of

BANCO BILBAO VIZCAYA ARGENTARIA, S.A.

By:

By:

Name:

Name:

Confirmed as of the date first above written:

DOURO FINANCE B.V.

By:

Name:

SUBSCRIPTION AND SALE AND TRANSFER RESTRICTIONS

United States

The following selling restrictions shall apply:

The Securities have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may include Securities in bearer form that are subject to U.S. tax law requirements. Consequently, the Securities forming part of a U.S. Series may not be offered, sold, resold, delivered or transferred within the United States or its possessions or to, or for the account or benefit of, U.S. Persons unless such Securities are registered under the Securities Act or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws and the Securities forming part of a Non-U.S. Series may not be offered, sold, resold, delivered or transferred within the United States or its possessions or to, or for the account or benefit of, U.S. persons (as defined in Regulation S or in the CFTC Interpretive Guidance) or to a person who is not a Non-United States Person (as defined in CFTC Rule 4.7 of the United States Commodity Futures Trading Commission). The Securities have not been approved or disapproved by the United States Securities and Exchange Commission or any other securities commission or other regulatory authority in the United States, nor have the foregoing authorities reviewed or passed upon the accuracy or adequacy of the Information Memorandum or this Series Information Memorandum. Any representation to the contrary is a criminal offence in the United States. Prospective purchasers of Securities that are "qualified institutional buyers" (as defined in Rule 144A) ("**QIBs**") are hereby notified that the seller of such Securities may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A thereof. The minimum aggregate principal amount of Securities which may be purchased by an Eligible Investor is U.S.\$250,000 (or the approximate equivalent thereof in any other currency). To the extent that the Issuer is not subject to or does not comply with the reporting requirements of Section 13 or 15(d) of the Exchange Act or the information furnishing requirements of Rule 12g3-2(b) thereunder, the Issuer has agreed to furnish to holders of Securities and to prospective purchasers designated by such holders, upon request, such information as may be required by Rule 144A(d)(4). In addition, the Issuer has not been and will not be registered as an "investment company" under the 1940 Act.

Non-U.S. Series

Securities of a Non-U.S. Series will be subject to the following selling restrictions. The Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will not offer, sell or, in the case of any bearer securities, deliver any such Securities (i) as part of their distribution at any time or (ii) otherwise within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S or in the CFTC Interpretive Guidance) or to a person who is not a Non-United States Person (as defined in CFTC Rule 4.7 of the United States Commodity Futures Trading Commission), and it will give each dealer to which it sells Securities a confirmation or other notice setting out the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S or in the CFTC Interpretive Guidance) or to a person who is not a Non-United States Person (as defined in CFTC Rule 4.7 of the United States Commodity Futures Trading Commission). Unless indicated herein, terms used in this paragraph have the meaning given to them by Regulation S. See "**Restrictions with respect to Securities in bearer form**" below for a discussion of certain U.S. tax law requirements with respect to Bearer Securities.

Beneficial interests in a Bearer Global Security may not be offered, sold, resold, delivered or transferred within the United States or its possessions or to, or for the account or benefit of, U.S. persons (as defined in Regulation S or in the CFTC Interpretive Guidance) or to a person who is not a Non-United States Person (as

defined in CFTC Rule 4.7 of the United States Commodity Futures Trading Commission). Such beneficial interest may only be transferred upon certification as to non-U.S. beneficial ownership as required by U.S. Treasury regulations and that the transferee is not a U.S. person (as defined in Regulation S or in the CFTC Interpretive Guidance) and is a Non-United States Person (as defined in CFTC Rule 4.7 of the United States Commodity Futures Trading Commission).

Global Certificates

If the Issue Terms specify that the Securities are to be issued in the form of Rule 144A Global Certificates or Regulation S Global Certificates, then Securities to be offered and sold in the United States to Eligible Investors or to or for the account or benefit of U.S. Persons who are Eligible Investors will be represented by one or more registered global securities (each, a "**DTC Rule 144A Global Certificate**") which will be deposited with or on behalf of DTC and registered in the name of its nominee in the case of DTC Settled Securities and, in the case of Non-DTC Settled Securities, one or more registered global securities (each, a "**Non-DTC Rule 144A Global Certificate**") which will be deposited with a common depository for and registered in the name of a common nominee of Euroclear and Clearstream, Luxembourg (together with the DTC Rule 144A Global Certificate, the "**Rule 144A Global Certificates**"). Any Securities of such a U.S. Series to be offered and sold outside the United States to non-U.S. Persons in reliance on Regulation S will be represented by a registered global security (a "**Regulation S Global Certificate**" deposited with a Common Depository and registered in the name of a common nominee of Euroclear and Clearstream, Luxembourg).

Individual Certificates

If the Issue Terms for a U.S. Series specify that the Securities are to be issued in the form of Individual Certificates, then Securities to be offered and sold in the United States or to, or for the account or benefit of, U.S. Persons will be represented by Individual Certificates. Each Individual Certificate will be registered in the name of the registered owner thereof and will bear a restrictive legend in the form set out in the relevant Series Information Memorandum. At no time may an Individual Certificate be beneficially owned in violation of such restrictive legend.

Each prospective purchaser or transferee of the Securities will be required to deliver a completed and duly executed Investment Letter (defined above) and make the representations and warranties set out therein.

Restrictions with respect to Securities in bearer form

Securities issued in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder.

Each Security issued in permanent or definitive bearer form having a maturity of more than 1 year and its related Receipts and Coupons (if any) will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code".

Japan

The Securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "**FIEA**") and the Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will not offer or

sell any Securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Hong Kong

The Dealer appointed under the Programme acknowledges and agrees, and each further Dealer appointed under the Programme will be required to acknowledge and agree, that the Securities have not been authorised by the Hong Kong Securities and Futures Commission. The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities (except Securities which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of the laws of Hong Kong) other than (i) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of the laws of Hong Kong and any rules made under that Ordinance or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of the laws of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of the laws of Hong Kong and any rules made under that Ordinance.

European Union

Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Securities which are the subject of the offering contemplated by the Information Memorandum as completed by the Issue Terms in relation thereto to the public in that Relevant Member State:

- (a) if the Issue Terms in relation to the Securities specify that an offer of those Securities may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a "Non-exempt Offer") following the date of publication of a prospectus in relation to such Securities which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the Issue Terms contemplating such Non-exempt Offer, in accordance with the

Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Issue Terms, as applicable;

- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Securities referred to in (b) to (d) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Securities to the public**" in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC and amendments thereto, including the 2010 PD Amending Directive to the extent implemented in the Relevant Member State and includes any relevant implementing measure in each Relevant Member State. "**2010 PD Amending Directive**" means Directive 2010/73/EU.

United Kingdom

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom; and
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer.

Spain

The Dealer (or, where there is more than one Dealer, the Arranger and each Dealer) has represented and agreed that the Securities may not and will not be offered or sold in Spain unless the provisions set out in the Spanish Securities Market Law of 28 July 1988 (Ley 24/1988, de 28 de julio, del Mercado de Valores), as amended and restated, and supplemental rules enacted thereunder are complied with.

Ireland

The Dealer represents, warrants and agrees that, and each further Dealer appointed under the Programme will be required to represent, warrant and agree that it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the Securities or Alternative Investments, or do anything in Ireland in respect of the Securities or Alternative Investments, otherwise than in conformity with the provision of:

- (a) The Irish Prospectus (Directive 2003/71/EC) Regulations 2005 and any rules issued by the Central Bank of Ireland under Section 51 of the Investment Funds, Companies and Miscellaneous Provisions Act 2005 of Ireland (as amended) (the "2005 Act");
- (b) the Irish Companies Acts 1963 to 2009;
- (c) the European Communities (Markets in Financial Instruments) Regulations 2007 (as amended) of Ireland and it will conduct itself in accordance with any rules or codes of conduct and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank of Ireland;
- (d) the Irish Market Abuse (Directive 2003/6/EC) Regulations 2005 and any rules issued by the Central Bank of Ireland under Section 34 of the 2005 Act and will assist the issuer in complying with its obligations thereunder; and
- (e) Notice BSD C01/02 dated 12th November, 2002 issued by the Central Bank and Financial Services Authority pursuant to Section 8(2) of the Central Bank Act 1971 (as amended).

Netherlands

Act on Financial Supervision

Securities (including rights representing an interest in any Global Security) having a denomination of less than EUR 100,000 (or the equivalent in any other currency), and which can be acquired or transferred in lots with an aggregate denomination of less than EUR 100,000, may not, directly or indirectly, be, or announced to be, offered, sold, resold, delivered or transferred as part of their initial distribution of at any time thereafter to or to the order of or for the account of any person anywhere in the world other than professional market parties (*professionele marktpartijen*) within the meaning of article 1:1 of the Act on Financial Supervision (*Wet op het financieel toezicht*) and the Definitions Decree (*Besluit definitiebepalingen Wft*) promulgated pursuant thereto as amended from time to time ("**Professional Market Parties**"), being:

- (a) Individuals or enterprises considered as qualified investors in another Member State pursuant to article 2, first paragraph, part (e) under (iv) alternatively (v), of the Prospectus Directive (the parties under (A) up to and including (G) being qualified investors ("**Qualified Investors**");
- (b) Subsidiaries of Qualified Investors provided such subsidiaries are subject to supervision on a consolidated basis;
- (c) Legal entities with a balance sheet total of at least EUR 500,000,000 as per the balance sheet as of the year end preceding the date they purchase or acquire the Securities;
- (d) Legal entities or individuals with net equity of at least EUR 10,000,000 as per the balance sheet as of the financial year end preceding the date they purchase or acquire the Securities and who or which have been active in the financial markets on average twice a month over a period of at least two consecutive years preceding such date;
- (e) Legal entities which have a rating of a rating agency that is recognised by the Dutch Central Bank (*De Nederlandsche Bank N.V.*) or which issue securities that have a rating from such rating agency;
- (f) Legal entities established for the sole purpose of:
 - (i) transactions for the acquisition of receivables that serve as security for securities (to be) offered;

- (ii) transactions for the investment in sub-participations or derivatives as to the transfer of credit risk that may be settled by transfer of receivables to such legal persons or companies, while the rights pursuant to the sub-participations or derivatives, will be used as security for the securities (to be) offered; or

providing credit for the benefit of Qualified Investors and their subsidiaries as referred to under (b) above.

Savings Certificates Act

In addition and without prejudice to the relevant restrictions set out above, Securities that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever ("**Zero Coupon Securities**") in definitive form may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or an admitted institution (*toegelaten instelling*) of Euronext Amsterdam N.V., admitted in a function on one or more markets or systems held or operated by Euronext Amsterdam N.V., in accordance with the Savings Certificates Act (*Wet inzake spaarbewijzen*) as amended from time to time. No such mediation is required in respect of:

- (a) the transfer and acceptance of Zero Coupon Securities whilst in the form of rights representing an interest in a Zero Coupon Instrument in global form;
- (b) the initial issue of Zero Coupon Securities in definitive form to the first holders thereof;
- (c) the transfer and acceptance of Zero Coupon Securities in definitive form between individuals not acting in the conduct of a business or profession; or
- (d) the transfer and acceptance of such Zero Coupon Securities within, from or into the Netherlands if all Zero Coupon Securities (either in definitive form or as rights representing an interest in a Zero Coupon Instrument in global form) of any particular Series are issued outside the Netherlands and are not distributed into the Netherlands in the course of initial distribution or immediately thereafter.

In the event that the Savings Certificates Act applies, certain identification requirements in relation to the issue and transfer of, and payments on, Zero Coupon Securities have to be complied with and, in addition thereto, if such Zero Coupon Securities in definitive form do not qualify as commercial paper traded between professional borrowers and lenders within the meaning of the agreement of 2 March 1987 attached to the Royal Decree of 11 March 1987 as published in the Official Gazette 1987, 129, as amended from time to time, each transfer and acceptance should be recorded in a transaction note, including the name and address of each party to the transaction, the nature of the transaction and the details and serial numbers of such Securities.

Republic of Italy

The offering of the Securities has not been registered pursuant to Italian securities legislation and, accordingly, no Securities may be offered, sold or delivered, nor may copies of the Information Memorandum or of any other document relating to the Securities be distributed in the Republic of Italy, except:

- (i) to qualified investors (*investitori qualificati*), as defined in Article 100 of Legislative Decree No. 58 of 24th February, 1998, as amended, (the "Financial Services Act") and Article 34-ter, first paragraph, letter b) of CONSOB Regulation No. 11971 of 14th May 1999, as amended from time to time ("Regulation No.11971"); or

- (ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 100 of the Financial Services Act and Article 34-ter of Regulation No.11971.

Any offer, sale or delivery of the Securities or distribution of copies of the Information Memorandum or any other document relating to the Securities in the Republic of Italy under (i) or (ii) above must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 16190 of 29th October, 2007 (as amended from time to time) and Legislative Decree No. 385 of 1st September, 1993, as amended (the "Banking Act"); and
- (b) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy, as amended from time to time, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy; and
- (c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or other Italian authority.

Please note that in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under (i) and (ii) above, the subsequent distribution of the Securities on the secondary market in Italy must be made in compliance with the public offer and the prospectus requirement rules provided under the Financial Services Act and Regulation No. 11971. Failure to comply with such rules may result in the sale of such Securities being declared null and void and in the liability of the intermediary transferring the financial instruments for any damages suffered by the investors.

France

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, Securities to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Information Memorandum, the relevant Issue Terms or any other offering material relating to the Securities and such offers, sales and distributions have been and shall only be made in France to (a) providers of investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*), other than individuals as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*.

Switzerland

The Securities do not constitute a collective investment scheme within the meaning of the Swiss Collective Investment Scheme Act ("**CISA**"). Therefore, they are not subject to authorisation by the Swiss Financial Market Supervisory Authority ("**FINMA**") and potential investors do not benefit from the specific investor protection provided under the CISA.

Portugal

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Information Memorandum has not been and will not be registered or filed with or approved by the Portuguese Securities Exchange Commission (*Comissão do Mercado de Valores Mobiliários*, "**CMVM**") nor has a prospectus recognition procedure been commenced with the CMVM. The Securities may not be and will not be offered to the public in Portugal under circumstances

which are deemed to be a public offer under the *Código dos Valores Mobiliários* (the "**Portuguese Securities Code**") enacted by Decree Law no. 486/99 of 13th November 1999 (as amended and restated from time to time) unless the requirements and provisions applicable to the public offering in Portugal are met and the above mentioned registration, filing, approval or recognition procedure is made in relation to the Securities. In addition, the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that (i) it has not directly or indirectly taken any action or offered, advertised, marketed, invited to subscribe, gathered investment intentions or sold or delivered and will not directly or indirectly take any action, offer, advertise, invite to subscribe, gather investment intentions, sell, re-sell, re-offer or deliver any Securities in circumstances which could qualify as a public offer (*oferta pública*) of securities pursuant to the Portuguese Securities Code, notably in circumstances which could qualify as a public offer addressed to individuals or entities resident in Portugal or having permanent establishment located in Portuguese territory, as the case may be; (ii) all offers, sales and distributions by it of the Securities have been and will only be made in Portugal in circumstances that, pursuant to the Portuguese Securities Code or other securities legislation or regulations, qualify as a private placement of Securities only (*offerta particular*); (iii) it will comply with all applicable provisions of the Portuguese Securities Code, the Prospectus Regulation implementing the Prospectus Directive and any applicable CMVM Regulations, determinations and/or opinions and all relevant Portuguese securities laws and regulations, and in any such case that may be applicable to it in respect of any offer or sale of Securities by it in Portugal or to individuals or entities resident in Portugal or having permanent establishment located in Portuguese territory, as the case may be, including compliance with the rules and regulations that require the publication of a prospectus, when applicable, and that such placement shall only be authorised and performed to the extent that there is full compliance with such laws and regulations.

Australia

The Dealer understands that no prospectus or other disclosure document (as defined in the Corporations Act 2001 (the "**Corporations Act**")) in relation to the Programme or Securities has been, or will be, lodged with the Australian Securities and Investments Commission or ASX Limited ("**ASIC**"). The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it:

- (a) has not made or invited, and will not make or invite, an offer of Securities for issue or sale in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, the Information Memorandum or any other offering material or advertisement relating to Securities in Australia,

unless:

- (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternative currency, in either case, disregarding moneys lent by the offeror or its associates) or the offer otherwise does not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
- (ii) the offer does not constitute an offer to a "retail client" as defined for the purposes of Section 761G of the Corporations Act;
- (iii) such action complies with any other applicable laws, regulations or directives in Australia; and

- (iv) such action does not require any document to be lodged with ASIC or any other regulatory authority in Australia.

In addition, the Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that, in connection with any issue of Securities issued by the Issuer, it will not offer or sell Securities (or any interest in any Securities) to any persons who is known or suspected, by the relevant officer(s) or employee(s) of the Dealer involved in the offer, invitation or sale to be an Offshore Associate of the Issuer or to any person who is notified in writing by the Issuer to it as being an Offshore Associate of the Issuer.

"Offshore Associate" means an associate (as defined in section 128F(9) of the Income Tax Assessment Act 1936 of Australia) that is either:

- (a) an non-resident of Australia which does not acquire the Securities in the course of carrying on a business at or through a permanent establishment in Australia; or
- (b) a resident of Australia that acquires the Securities in the course of carrying on a business at or through a permanent establishment outside Australia,

which is not acquiring the Securities, or receiving payment under the Securities, in the capacity of a dealer, manager or underwriter in relation to the placement of the Securities or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered managed investment scheme.

Taiwan

The Securities may not be sold, offered or issued to Taiwan resident investors or in Taiwan unless they are made available: (i) outside Taiwan for purchase by such investors outside Taiwan so long as no solicitation or other activities take place (A) in Taiwan or (B) otherwise in violation of any applicable Taiwan law or regulation and/or (ii) in Taiwan through bank trust departments, licensed securities brokers and/or insurance company investment linked insurance policies pursuant to the Taiwan Rules Governing Offshore Structured Products under which rules of the Securities have been registered in Taiwan.

Korea (Republic of Korea)

The Securities have not been and will not be registered with the Financial Services Commission of Korea for public offering in Korea under the Financial Investment Services and Capital Markets Act (the "**FSCMA**"). The Securities may be offered, sold and delivered directly or indirectly, or offered or sold to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea except pursuant to the applicable laws and regulations of Korea, including the FSCMA and the Foreign Exchange Transaction Law (the "**FETL**") and the decrees and regulations thereunder. The Securities may not be resold to Korean residents unless the purchaser of the Securities complies with all applicable regulatory requirements (including but not limited to government reporting requirements under the FETL and its subordinate decrees and regulations) in connection with the purchase of the Securities.

The People's Republic of China

The Dealer represents and agrees, and each further Dealer appointed under the Programme will be required to represent and agree, that the Securities are not being offered, sold or delivered, or offered or sold or delivered to any person for reoffering or resale or redelivery, in any such case directly or indirectly, in the People's Republic of China (the "**PRC**") (excluding Hong Kong, Macau and Taiwan) in contravention of any applicable laws or (if the Securities are linked to A-Shares (as defined below)) to any Domestic Investor as

defined in the Administrative Rules of Securities Accounts of China Securities Depository and Clearing Corporation Limited (the "**Administrative Rules**").

"**A-Share**" means shares of the companies incorporated in the PRC that are listed on either the Shanghai Stock Exchange or the Shenzhen Stock Exchange and quoted in Renminbi.

The term "**Domestic Investor**" is defined in the Administrative Rules and includes the following:

- (a) PRC citizens resident in the PRC (excluding Hong Kong, Macau and Taiwan);
- (b) PRC citizens resident outside the PRC who are not permanent residents of another country or permanent residents of Hong Kong, Macau or Taiwan; and
- (c) Legal persons registered in the PRC (excluding Hong Kong, Macau and Taiwan).

"**Legal persons registered in the PRC**" excludes foreign entities incorporated or organised in other jurisdictions even though they may have an office (i.e. a branch) in the PRC.

"**PRC citizens**" used in the rules do not include persons who are permanent residents of Hong Kong, Macau or Taiwan.

"**Renminbi**" means the lawful currency of the PRC.

Singapore

The Information Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"). The Dealer represents and agrees that the Securities may not be offered or sold, nor may the Securities be the subject of an invitation for subscription or purchase, nor may the Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase of the Securities be circulated or distributed, whether directly or indirectly, to any person in Singapore other than: (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (b) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to an offer referred to in Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (c) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Securities are acquired by persons who are relevant persons in Section 276 of the SFA, namely:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an individual who is an accredited investor, the shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest (howsoever defined) in that trust shall not be transferable within 6 months after that corporation or that trust has acquired the Securities pursuant to an offer made under Section 275 except:
 - (i) to an institutional investor (under Section 274 of the SFA) or to a relevant person as defined in Section 275(2) of the SFA, or to any person pursuant to an offer referred to in Section

275(1A) of the SFA (in the case of that corporation) or arising from an offer referred to in Section 276(4)(i)(B) of the SFA (in the case of that trust);

- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law; or
- (iv) as specified in Section 276(7) of the SFA.

Thailand

The Information Memorandum has not been approved by or filed with the Securities and Exchange Commission or any other regulatory authority of the Kingdom of Thailand. Accordingly, the Securities may not be offered or sold, or the Information Memorandum or any other documents relating to the offer of the Securities be distributed, directly or indirectly, to any person in Thailand except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the Thai government and regulatory authorities in effect at the relevant time.

Chile

Neither the Issuer nor the Securities are registered in the Securities Registry maintained by the Chilean Securities and Insurance Superintendency (Superintendencia de Valores y Seguros de Chile, or the "SVS") pursuant to the Chilean Securities Market Law 18,045, as amended and restated, and the supplemental rules enacted thereunder ("**Law 18,045**"). Accordingly, the securities may not be offered in Chile except in circumstances that do not constitute a public offer of securities in Chile within the meaning of Article 4 of Law 18,045.

The Information Memorandum is confidential and personal to each offeree and does not constitute an offer to any other person or to the general public in Chile to acquire the securities. Distribution of the Information Memorandum in Chile to any person other than an offeree is unauthorised, and any disclosure of any of the content of the Information Memorandum within Chile without our prior written consent is prohibited.

Each prospective investor in Chile, by accepting the delivery of the Information Memorandum, agrees to the foregoing and will not make photocopies or any other reproduction, either physical or electronic, of the Information Memorandum or any other documents referred to herein.

Colombia

The Securities have not been, and will not be, registered in the National Securities and Issuers Registry (*Registro Nacional de Valores y Emisores*) of Colombia or traded on the Colombian Stock Exchange (Bolsa de Valores de Colombia). Therefore, the securities may not be publicly offered in Colombia or traded on the Colombian Stock Exchange.

The Information Memorandum is for the sole and exclusive use of the addressee as an offeree in Colombia, and the Information Memorandum shall not be interpreted as being addressed to any third party in Colombia or for the use of any third party in Colombia, including any shareholders, administrators or employees of the addressee.

The recipient of the Securities acknowledges that certain Colombian laws and regulations (specifically foreign exchange and tax regulations) are applicable to any transaction or investment made in connection with the Securities being offered and represents that it is the sole party liable for full compliance with any such laws and regulations.

Mexico

The Securities have not been, and will not be, registered with the National Securities Registry maintained by the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria y de Valores*, or the "CNBV") and, therefore, the Securities may not be publicly offered or sold nor be the subject of intermediation in Mexico, publicly or otherwise, except that the Securities may be offered in Mexico to institutional and qualified investors pursuant to the private placement exception set forth in Article 8 of the Mexican Securities Market Law.

Peru

The Securities have not been, and will not be, registered with the Superintendency of Securities Market (*Superintendencia del Mercado de Valores*, or "SMV"). If through any private offering an institutional investor acquires Securities that are not registered with the SMV, such Securities may not be sold or transferred by such institutional investor unless such transfer or sale is made to another institutional investor as defined by the Peruvian Securities Market Law (*Ley del Mercado de Valores*) or such Securities have been registered under the SMV's Public Registry.

Notice to Private Pension Funds and Insurance Companies in Peru: Private Pension Funds (*Administradoras Privadas de Fondos de Pensiones*) and Insurance Companies (*Compañías de Seguros*) in Peru should seek their own legal advice as to the eligibility of the Securities and legal, financial and technical advice as to their capacity to acquire the Securities in compliance with the limits set forth by applicable Peruvian law. In particular, to acquire the Securities, Peruvian Private Pension Funds should seek to register the Securities with the Peruvian Bank and Insurance Superintendency (*Superintendencia de Banca, Seguros y AFP*) and, if applicable, to register the particular placement procedure through which such Securities are acquired.

General

The Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Securities or possesses or distributes the Information Memorandum or this Series Information Memorandum and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Securities under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer and nor any of the other Dealers shall have any responsibility therefor.

Neither the Issuer, the Trustee nor any Dealer represents that Securities may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Series of Securities, the relevant Dealer(s) will be required to comply with such other additional restrictions as the Issuer and the relevant Dealer(s) shall agree and as shall be set out in the relevant Series Information Memorandum.

DESCRIPTION OF THE CHARGED ASSETS AND THE OBLIGORS UNDER THE CHARGED ASSETS

The information in the following sections concerning the Initial Charged Assets and the Underlying Obligors has been accurately reproduced from information published by the Underlying Obligors. So far as the Issuer is aware and is able to ascertain from information published by the Underlying Obligors, no facts have been omitted which would render the information reproduced herein inaccurate or misleading.

- i) **EUR 10,000,000 nominal amount of 5.15% Fixed Rate Notes due 2044 issued by the Bonos y Obligaciones del Estado. ISIN Code: ES00000124H4.**

Issuer:	Kingdom of Spain
Guarantor:	Not Applicable
Issue Date:	16 October 2013
Aggregate Principal Amount issued:	EUR 8,353,655,000
Denomination:	EUR 1,000.
First Interest Payment Date:	31 October 2013
Maturity Date:	31 October 2044
Interest Rate:	5.15 per cent
Interest Payment Dates:	Annual
Charged Asset Business Days:	Target
Business Day Convention:	Modified Following
Clearing System:	Clearstream Lux, Euroclear
ISIN Code:	ES00000124H4
Listing:	AIAF- Mercado de Renta Fija (ESMA MIC Code : XDRF)
Governing Law:	Spanish law.

ii) Ii) EUR 10,000,000 nominal amount of Inflation Linked Notes due 2041 issued by the Republic of Italy. ISIN Code: IT0004545890.

Issuer:	Republic of Italy
Guarantor:	Not Applicable
Issue Date:	15 September 2009
Aggregate Principal Amount issued:	EUR 7,245,710,000
Denomination:	EUR 1,000.
First Interest Payment Date:	15 March 2010
Maturity Date:	15 September 2041
Interest Rate:	2.55 per cent
Interest Payment Dates:	S/A
Charged Asset Business Days:	Target
Business Day Convention:	Modified Following
Clearing System:	Clearstream Lux, Euroclear
ISIN Code:	IT0004545890
Listing:	MTS GOVERNMENT MARKET (ESMA MIC Code: MTSC)
Governing Law:	Italian law.

B. Description of the Underlying Obligors

Name:	Kingdom of Spain
Guarantor:	Not Applicable
Address	Complejo de la Moncloa Avda. Puerta de Hierro Madrid, 28071
Country of Establishment:	Spain

Nature of Business:	Government
Listing:	AIAF- Mercado de Renta Fija (ESMA MIC Code : XD RF)

Name:	Republic of Italy
Guarantor:	Not Applicable
Address	Via della Stamperia 8 Rome, 00187
Country of Establishment:	Italy
Nature of Business:	Government
Listing:	MTS GOVERNMENT MARKET (ESMA MIC Code: MTSC)

DESCRIPTION OF THE COUNTERPARTY

Business of the Counterparty

Banco Bilbao Vizcaya Argentaria, S.A. ("BBVA") is a highly diversified international financial group, with strengths in the traditional banking businesses of retail banking, asset management, private banking and wholesale banking. It also has a portfolio of investments in some of Spain's leading companies.

BBVA was incorporated in Spain for an unlimited term on 28th January, 2000. BBVA was formed as the result of a merger by absorption of Argentaria into BBV, which was registered at the Vizcaya Mercantile Registry (Registro Mercantil de Vizcaya) on 28th January, 2000.

In 2012 BBVA's organisational structure was divided into five business areas (Spain, Eurasia, Mexico, the United States and South America) and, in addition, BBVA continues to have a separate "Corporate Activities" business area which handles BBVA's general management functions. These mainly consist of structural positions for interest rates associated with the euro balance sheet and exchange rates, together with liquidity management and shareholders' funds. This area also books the costs from central units that have a strictly corporate function and makes allocations to corporate and miscellaneous provisions, such as early retirement and others of a corporate nature. It also includes the Industrial and Financial Holdings Unit and the Group's Spanish real estate business.

The registered office of BBVA is at Plaza San Nicolas 4, Bilbao, Spain.

BBVA has securities admitted to trading on the Madrid Stock Exchange and the New York Stock Exchange.

INCORPORATION OF DOCUMENTS BY REFERENCE

The following document is hereby incorporated into this Series Information Memorandum:

The Information Memorandum dated 30 July 2014 (the **Information Memorandum**) relating to the EUR 5,000,000,000 Limited Recourse Secured Debt Issuance Programme (the **Programme**) of Douro Finance B.V. is hereby incorporated into this Series Information Memorandum.

This document has been published in electronic format on the website of the Irish Stock Exchange and can be viewed at:

http://www.ise.ie/debt_documents/Base%20Prospectus_7edeb7a4-689e-4ccf-bd29-07347ac76933.pdf

GENERAL INFORMATION

1. There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have had in such period a significant effect on the financial position or profitability of the Issuer.
2. No material fees are payable by the Issuer in respect of which the Issuer does not have the right of reimbursement. The estimated total expenses related to the admission to trading on the Irish Stock Exchange are approximately EUR 3,000.
3. The auditors of the Issuer are Deloitte Accountants B.V. Orlyplein 10, 1043 DP Amsterdam, Netherlands. The auditors of the Issuer are Chartered Accountants and members of the Netherlands Institute for Chartered Accountants (*Nederlands Instituut voor Registeraccountants*).
4. The Issuer does not intend to provide any post-issuance information in relation to the Securities. The Issuer does not intend to provide any post-issuance information in relation to the Charged Assets or the Charged Agreements.
5. For the life of the document of the Series Information Memorandum, copies of the following documents (together with any other documents specified in this Series Information Memorandum) will, when published (to the extent applicable), be available in physical format for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer and from the specified offices of the Paying Agents, Registrar and Transfer Agents (if any) in respect of such Securities:
 - (i) the Memorandum and Articles of Association of the Issuer;
 - (ii) the Trust Instrument relating to such Securities (and the documents incorporated therein, including, *inter alia*, the Agency Agreement, the Charged Agreements and the Sale Agreement);
 - (iii) a copy of the Information Memorandum and this Series Information Memorandum relating to such Securities, together with any other document required or permitted to be published by the Irish Stock Exchange; and
 - (iv) the audited annual financial statements of the Issuer for the period from its incorporation up to 31 December, 2012;
 - (v) the audited annual financial statements of the Issuer for the period from its incorporation up to 31 December, 2013; and
 - (vi) any future information memoranda, prospectus, offering circulars and supplements including Issue Terms (save that, any Issue Terms relating to Securities which are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive will only be available for inspection by a holder of such Security and such holder must produce evidence satisfactory to the Issuer, Paying Agent, Registrar or Transfer Agent as to its holding of Securities and identity) to the Information Memorandum and any other documents incorporated therein by reference.

In addition a copy of the Information Memorandum and this Series Information Memorandum in respect of listed Securities will be available free of charge from the website of the Irish Stock Exchange (www.ise.ie).

6. Save as disclosed in this prospectus there has been no significant change in the financial or trading position of the Issuer since 31 December 2013 and there has been no material adverse change in the financial position or prospects of the Issuer since 31 December 2013.
7. Banco Bilbao Vizcaya Argentaria, S.A. is acting solely in its capacity as listing agent for the Issuer in connection with the Securities and is not itself seeking admission of the Securities to the Official List of the Irish Stock Exchange or to trading on the regulated market of the Irish Stock Exchange for the purposes of the Prospectus Directive.
8. Any websites referred to herein do not form part of this prospectus.
9. The issue of the Securities was authorised by a resolution of the Board of Directors of the Issuer passed on 24 February 2015.
10. The Calculation Agent is Banco Bilbao Vizcaya Argentaria, S.A. of C/ Clara del Rey, 26, 28002 Madrid. The Calculation Agent is appointed pursuant to the Agency Agreement. The Issuer may terminate the appointment of the Calculation Agent at any time with the prior written approval of the Trustee with 45 days' prior written notice to that effect. Notwithstanding the previous provision, the Calculation Agent may be removed if the Calculation Agent becomes incapable of acting or is adjudged bankrupt or insolvent. In this case, the Issuer must appoint a replacement Calculation Agent.

REGISTERED OFFICE OF THE ISSUER

De Entree 99 -197
1101 HE Amsterdam Zuidoost
Netherlands

ARRANGER AND DEALER

Banco Bilbao Vizcaya Argentaria, S.A.
CIUDAD BBVA c/ Saucedo, 28 28050 Madrid
Spain

TRUSTEE

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

**PRINCIPAL PAYING AGENT, ACCOUNT BANK, CALCULATION AGENT, AGENT BANK AND
CUSTODIAN**

Banco Bilbao Vizcaya Argentaria, S.A.
c/ Clara del Rey, 26, 28002 Madrid Spain

VENDOR

Banco Bilbao Vizcaya Argentaria, S.A.
CIUDAD BBVA c/ Saucedo, 28 28050 MADRID Spain

THE COUNTERPARTY

Banco Bilbao Vizcaya Argentaria, S.A.
CIUDAD BBVA c/ Saucedo, 28 28050 MADRID Spain

THE AUTHENTICATION AGENT

DEUTSCHE BANK AG, LONDON BRANCH

Winchester House
1 Great Winchester Street
London EC2N 2DB