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FORM OF PAGARE

PAGARÉ POR LA SUMA DE [*] [0,000,000.00]

SIN PROTESTO

, mayor de edad, (profesión), (estado civil), (nacionalidad), con tarjeta de identidad número y con domicilio en la ciudad de , actuando en mi condición de de la sociedad mercantil del domicilio de y la escritura de constitución social originalmente autorizada por el notario en fecha , inscrita originalmente bajo el asiento número del Tomo del Registro Público de Comercio de , y actualmente inscrita bajo la matrícula número , prometo que DEBO Y PAGARÉ incondicionalmente Y SIN PROTESTO, la suma de , moneda de curso legal en los Estados Unidos de América (US\$00,000,000.00), pago en efectivo conforme al artículo 709 del Código de Comercio de la República de Honduras, el día , a la orden de , sociedad anónima organizada y existente bajo las leyes de , con domicilio en , en la cuenta bancaria número en el Banco .

El monto antes mencionado devengará a favor de y a partir de la fecha de este PAGARÉ y hasta su total cancelación, un interés anual equivalente a %.

Si este Pagaré no fuere pagado totalmente a su vencimiento, se obliga a pagar, durante todo el tiempo que permanezca total o parcialmente insoluto, intereses moratorios del % sobre saldos insolutos en concepto de mora, sin que por esto se considere que haya prórroga, quita o espera para el cumplimiento de esta obligación. Para los efectos de lo dispuesto en el Artículo 536 del Código de Comercio vigente, queda ampliado el plazo de su presentación a () años.

En fe de lo cual firmo este PAGARÉ debidamente autorizado en la ciudad de , a los días del mes de del año .

Firma del subscriptor:

[Nombre del Subscriptor]

[Nombre de la sociedad]

[NOTARISATION OF ISSUER'S SIGNATURE]

[TRANSLATION]

PROMISSORY NOTE FOR THE AMOUNT OF [0.000]

PROTEST NOT NECESSARY

[Name of the legal representative Buyer], of legal age, [legal status], [nationality], [profession], with identification card number and with domicile in the city of , acting in my capacity of of the corporation domiciled in that goes by the name of [Corporate Name of Buyer], incorporated according to Honduran law through Deed number authorised on of the year by Notary Public , and registered under entry number of book of the Mercantile Registry of ; capacity proven with document and registered under entry number of Book of the cited Registry, promise that [Corporate Name of Buyer] owes and promises to pay unconditionally WITHOUT PROTEST the sum of , legal currency in the United States of America (US \$ 000,000.00), cash payment in accordance with Article 709 of the Commercial Code of the Republic of Honduras on [Maturity Date], to [Corporate Name of Bank], a corporation organised and existing under the laws of , at bank account number at Bank .

The aforementioned amount shall accrue in favor of [Corporate Name of Bank] and from the date hereof and until fully paid an annual interest rate equivalent to %.

If this Note is not fully paid at maturity date, [Corporate Name of Bank] is obliged to pay, all while the Note remains totally or partially unpaid, a default interest rate equivalent to % of the outstanding amount, which will not to be deemed as an extension or debt moratorium, to fulfill this obligation. For the purposes of the provisions of Article 536 of the current Commercial Code, the term of its presentation is extended to years.

In witness whereof I have signed this PROMISSORY NOTE duly authorised in the city of , the day of of the year .

Signature of Issuer:

[Name of Legal Representative of Issuer]

[Name of Corporate Name of Buyer]

[NOTARISATION OF ISSUER'S SIGNATURE]

AUTHORISATION TO COMPLETE THE PAGARE

[AUTORISACION PARA COMPLETAR EL PAGARÉ]

[Fecha]

[Bank]

[dirección]

Attn: [*]

Asunto: Autorización relacionada a Pagaré emitido en relación a Contrato de [*] suscrito entre [Comprador] por [Bank].

Estimados Señores:

Hacemos referencia al: (i) Contrato denominado en idioma inglés como [*] suscrito en fecha [*] y que en idioma español se traduce a[*], por y entre [Comprador] y [Bank]; y, (ii) Pagaré a ser suscrito por [Comprador] a favor de [Bank] (dicho pagaré relacionado como el "PAGARÉ").

En relación a lo anterior [Comprador] manifiesta lo siguiente:

I. Que [Buyer] por medio de la presente autorisa e instruye de manera irrevocable a:

(A) [Bank] y/o cualquiera de sus representantes y/o agentes debidamente autorizados, completen y/o satisfagan a su libre discreción la información contenida en el Pagaré relativa a: (i) la fecha de pago, y, (ii) a la suma adeudada a esa fecha, en el en caso de incurrir en cualquier incumplimiento, incluyendo incumplimientos de pago de cuentas por pagar vencidas, bajo el Contrato [*].

II. [Comprador] tendrá, a partir del momento en que se realicen, por bien hechas todas las acciones tomadas por [Bank] y/o cualquiera de sus representantes debidamente autorizados cuando dichas acciones se hayan tomado en base a la autorización e instrucción conferida bajo el presente documento: y como consecuencia de ello, [Comprador] libre y expresamente renuncia de manera irrevocable a entablar acciones y/u oponer excepciones judiciales o extrajudiciales en contra de [Bank], derivadas de cualquier controversia o conflicto relacionado directa o indirectamente con esta autorización e instrucción irrevocable, ya sea de su naturaleza, interpretación, cumplimiento, ejecución o terminación de la misma, pues reconocen que todo lo aquí pactado resguarda los intereses de ambas partes.

Emitida el día de hoy _____ en el lugar de _____.

[Comprador]

Firma: _____

Nombre: _____

[AUTENTICA NOTARIAL]

RECIBIDO Y ACEPTADO:

[Bank]

Firma: _____

Nombre: _____

[TRANSLATION]

[AUTHORISATION FOR COMPLETION OF PAGARÉ]

[Date]

[Bank]

[Address]

Attn: [*]

Subject: Authorisation related to the Promissory Note issued in relation to the Contract of [*] executed between [Buyer] by [Bank].

Dear Sirs:

We refer to: (i) Contract denominated in English as [*] executed on [*] and translated into Spanish as [*], by and between [Buyer] and [Bank]; and, (ii) Promissory Note to be issued by [Buyer] in favor of [Bank] (hereinafter the "PAGARE").

Regarding the above, the [Buyer] states the following:

I. That [Buyer] hereby authorises and irrevocably instructs:

(A) [Bank] and / or any of its representatives and / or duly authorised agents, to complete and / or satisfy in their own discretion the information contained in the referenced Pagaré regarding: (i) the date of payment, and (ii) to the amount owed on that date, in case of incurring any breach, including breaches of payment of accounts for overdue, under the Contract [*].

II. [Buyer] shall have, as of the moment in which they are made, all the actions taken by [Bank] and / or any of its duly authorised representatives as properly done, provided said actions have been taken based on the authorisation and instruction conferred under the present document; and as a result, [Buyer] freely and expressly irrevocably waives the right to bring any actions and / or oppose judicial or extrajudicial defenses against [Bank], arising from any controversy or conflict directly or indirectly related to this authorisation and irrevocable instruction, whether of its nature, interpretation, compliance, execution or termination thereof, as Buyer recognises that everything hereby agreed protects the interests of both parties.

Issued today _____ in the place of _____.

[Buyer]

Signature: _____

Name: _____

[NOTARISATION]

RECEIVED AND ACCEPTED BY:

[Bank]

Signature: _____

ASSIGNMENT INSTRUMENT

[on the letterhead of Relevant Bank]

[Date]

To: [Name of the Buyer]

Dear Sirs,

Ref: Notification of transfer pursuant to Articles 1264 and 1265 of the Italian Civil Code

We hereby notify you, also pursuant to Articles 1264 and 1265 of the Italian Civil Code, that any and all claims (including without limitation indemnities, warranties, claims for damages) relating to the account receivables and related payment obligations individually set forth in Attachment 1 to this letter have been transferred by the respective supplier specified as "Seller Party" on the relevant part of the column in the Attachment 1 in favour of *[Insert exact corporate name of Relevant Bank]* as of the date specified as the "Discount Date" in the relevant part of the column in the Attachment 1:

Yours faithfully,

For and on behalf of the Relevant Bank:

Authorised signatory (signature)

Full name (print)

Title/position

Attachment 1

[]

To bear certified date (*data certa*) pursuant to Italian law

BUYER'S CERTIFICATE

I, [name of relevant officer], of legal age, with office address at [business address], do hereby certify under oath that:

1. I am the [Corporate Secretary/other equivalent position] of [Buyer's Name] [Company Identification Number if applicable], a [corporation/partnership/other association] duly organised and existing under the law of the Philippines, with office address at [Business Address of Buyer] (*Corporation/Partnership/Other*). As [Corporate Secretary/other equivalent position] of the (*Corporation/Partnership/Other*), I am the custodian of the minute books and constitutive documents of the (*Corporation/Partnership/Other*).
2. The (*Corporation/Partnership/Other*) entered into a Buyer Payment Services Agreement dated (Agreement). This Certificate is given in satisfaction of paragraph (a) of the Jurisdiction Schedule for the Philippines.
3. Annexes 1, 2 and 3 are true, complete and up to date copies of the (*Corporation/Partnership/Other*) (a) [Certificate of Registration or equivalent document] issued by the on , (b) [Articles of Incorporation, or equivalent document] and (c) [By-laws or equivalent document] (collectively, the **Constitutive Documents**), respectively, and which as at the date of this Certificate are in full force and effect and have not been revoked, suspended or amended.
4. All authorisations that are necessary or advisable for or in connection with the execution, validity, performance or enforceability of the Agreement have been obtained and have not been revoked.
5. During the meeting of the [Board of Directors or other governing board] of the (*Corporation/Partnership/Other*) held on , at which meeting a quorum was present and acting throughout, the following resolutions were duly passed:

RESOLVED, that it is in the [Buyer's Name]'s (**Corporation/Partnership/Other**) best interests and for a proper purpose of the Corporation's business to enter into, exercise its rights and perform its obligations under, the Agreement;

RESOLVED, FURTHER, that the [[Corporate Secretary/other equivalent position] is hereby authorised to enter into, execute (including, if necessary, by affixing the common seal of the [Corporation/Partnership/Other], deliver, and perform its obligations, under the Agreement and any related ancillary document to which it is named as a party; and

RESOLVED, FINALLY, that any one of the following persons whose specimen signatures appear below (each of them, an **Authorised Signatory**), acting individually, be and is hereby authorised to sign on behalf of the [Corporation/Partnership/Other] the Agreement and any related ancillary documents to which it is named as a party:

Name	Title

6. All relevant provisions of the laws of the Philippines and the Constitutive Documents of the [Corporation/Partnership/Other] were duly observed in connection with these resolutions.
7. The following signatures are the true and usual signatures of the Authorised Signatories of the [Corporation/Partnership/Other]:

Name	Title	Signature

IN WITNESS WHEREOF, the undersigned has hereunto set [his/her] hand this day of 20 .

[Name]

[Position]

REPUBLIC OF THE PHILIPPINES)

_____) S.S.

SUBSCRIBED AND SWORN to before me in the City of , Philippines, on this day of 20 , affiant exhibiting to me [his/her] respective Passport as follows:

Name	Competent of Identity	Evidence	Date and Place Issued
------	--------------------------	----------	--------------------------

known to me and by me known to be the same person who executed the foregoing Certificate and who acknowledged to me that the same is [his/her] free and voluntary act and deed and the free and voluntary act and deed of their principal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this day of , at _____, The Philippines.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 20____.

ANNEX I

[Certificate of Registration or equivalent document]

ANNEX 2

[Articles of Incorporation, or equivalent document]

ANNEX 3

[By-laws or equivalent document]

SUPPLIER'S CERTIFICATE

I, [name of relevant officer], of legal age, with office address at [business address], do hereby certify under oath that:

1. I am the [Corporate Secretary/other equivalent position] of [Supplier's Name] [Company Identification Number if applicable], a [corporation/partnership/other association] duly organised and existing under the law of the Philippines, with office address at [Business Address of Supplier] (*Corporation/Partnership/Other*). As [Corporate Secretary/other equivalent position] of the (*Corporation/Partnership/Other*), I am the custodian of the minute books and constitutive documents of the (*Corporation/Partnership/Other*).
2. The (*Corporation/Partnership/Other*) entered into a Supplier Receivables Purchase Agreement dated (**Agreement**). This Certificate is given in satisfaction of paragraph (a) of the Jurisdiction Schedule for the Philippines.
3. Annexes 1, 2 and 3 are true, complete and up to date copies of the (*Corporation/Partnership/Other*) (a) [Certificate of Registration or equivalent document] issued by the _____ on _____, (b) [Articles of Incorporation, or equivalent document] and (c) [By-laws or equivalent document] (collectively, the **Constitutive Documents**), respectively, and which as at the date of this Certificate are in full force and effect and have not been revoked, suspended or amended.
4. All authorisations that are necessary or advisable for or in connection with the execution, validity, performance or enforceability of the Agreement have been obtained and have not been revoked.
5. During the meeting of the [Board of Directors or other governing board] of the (*Corporation/Partnership/Other*) held on [____], at which meeting a quorum was present and acting throughout, the following resolutions were duly passed:

RESOLVED, that it is in the [Supplier's Name]'s best interests and for a proper purpose of the Corporation's business to enter into, exercise its rights and perform its obligations under, the Supplier Receivables Purchase Agreement (**Agreement**);

RESOLVED, FURTHER, that the [*Corporation/Partnership/Other*] is hereby authorised to enter into, execute (including, if necessary, by affixing the common seal of the [*Corporation/Partnership/Other*]), deliver, and perform its obligations, under the Agreement and any related ancillary document to which it is named as a party; and

RESOLVED, FINALLY, that any one of the following persons whose specimen signatures appear below (each of them, an **Authorised Signatory**), acting individually, be and is hereby authorised to sign on behalf of the [*Corporation/Partnership/Other*] the Agreement and any related ancillary documents to which it is named as a party:

Name	Title

6. All relevant provisions of the law of the Philippines and the Constitutive Documents of the [*Corporation/Partnership/Other*] were duly observed in connection with these resolutions.
7. The following signatures are the true and usual signatures of the Authorised Signatories of the [*Corporation/Partnership/Other*]:

Name	Title	Signature

IN WITNESS WHEREOF, the undersigned has hereunto set [his/her] hand this [] day of [] 20__.

[Name]

[Position]

REPUBLIC OF THE PHILIPPINES)

_____) S.S.

SUBSCRIBED AND SWORN to before me in the City of [], Philippines, on this [] day of [] 20 , affiant exhibiting to me [his/her] respective Passport as follows:

Name

Competent Evidence of
Identity

Date and Place
Issued

known to me and by me known to be the same person who executed the foregoing Certificate and who acknowledged to me that the same is [his/her] free and voluntary act and deed and the free and voluntary act and deed of their principal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this day of , at , The Philippines.

Doc. No. ;

Page No. ;

Book No. ;

Series of 20 ..

DEED OF ASSIGNMENT

The Supplier hereby assigns, transfers, and conveys to the Bank, and the Bank hereby purchases and acquires from the Supplier, all of its title and interest in and to the Purchased Receivables (details of which are set out in Annex 1), together with all rights, interests, and benefits of the Supplier therein.

The consideration paid by the [Bank] for the Purchased Receivables are set out in Annex 1.

For avoidance of doubt, the transaction contemplated under this [Deed] shall constitute and be treated as an outright sale of the Purchased Receivable from the Supplier to the Bank, and shall not be considered a security interest under Republic Act No. 11057, otherwise known as the Personal Property Security Act.

IN WITNESS WHEREOF, this Deed of Assignment has been signed this ____ day of _____ at _____.

[NAME OF SUPPLIER]

[BANK]

Supplier

Bank

By:

By:

as authorised representative of the Supplier

[name of signatory]

[position]

[name of signatory]

Attorney-in-fact

[notarial portion for in-person notarisation]

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

MAKATI CITY) ss.

BEFORE ME, a Notary Public in and for the city named above, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place of Issue

who were identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and that they have the authority to sign on behalf of their principals.

WITNESS MY HAND AND SEAL on this ____ day of _____.

Doc. No.: _____;

Page No.: _____;

Book No.: _____;

Series of 20__.

[notarial portion for remote notarisation]

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

MAKATI CITY) ss.

Before me, a duly authorised notary in and for the above-named jurisdiction, appeared on this _____ day of _____, via remote notarisation by videoconferencing, the following, who is identified through competent evidence of identity, to wit:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me and by me known to be the same persons who executed the foregoing instrument, and who acknowledged before me that their signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that the said instrument is their free and voluntary act and deed and those of the corporation/entity they represent, and that they are duly authorised to sign in such representative capacity.

I further certify that this instrument refers to a Deed of Assignment, consisting of ____ (__) pages, including this page wherein the acknowledgment is written, has been signed by the herein parties and that the notarial act has been performed by videoconference in accordance with the 2020 Interim Rules on Remote Notarisation of Paper Documents (A.M No. 20-07-04-SC) in the locality within the territorial jurisdiction of the court which issued the undersigned notary public's commission at the time the notarial act was performed.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 202__.

Annex 1

Invoice No.	Invoice Date	Amount	Due Date	Purchase Date	Consideration (Purchase Price)

AGREEMENT ON REGISTRATION OF RECEIVABLES PURCHASE

Date:

We refer to the Supplier Receivables Purchase Agreement dated between (“Bank”) and (“Supplier”) (as may be amended, varied, supplemented or substituted from time to time, the “Purchase Agreement”). Terms not defined in this agreement will have the meaning given to them in the Purchase Agreement.

1. Pursuant to the terms of the Purchase Agreement, Supplier hereby authorises Bank (and any third party as may be designated by Bank) to submit to the PBOC Registration System all necessary documents or materials as may be requested by the PBOC Registration System and arrange for the registration with respect to the Purchase of the Receivables in accordance with Applicable Law.
2. Supplier confirms that its legal name effective within the past four (4) months has been notified to the Bank and any information provided to the Bank is true, accurate and complete.
3. Supplier agrees that it shall be liable for any losses or liabilities incurred by the Bank due to the incorrectness, misleading or incompleteness of any information provided by Supplier to the Bank under in connection with the Purchase Agreement.
4. Supplier undertakes that it will promptly notify the Bank of any change of its legal name and be liable for any losses or liabilities incurred by the Bank due to its failure to make such notification.
5. This Agreement shall be governed by and construed in accordance with the law of the PRC (for the purpose of this Agreement, excluding the law of Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan). In connection with all actions, claims, or disputes arising under or relating to this Agreement, the parties hereto irrevocably consent to the non-exclusive jurisdiction of the competent courts where Bank is domiciled.

For and on behalf of the Supplier:

For and on behalf of the Supplier:

Authorised signatory (signature)

Authorised signatory (signature)

Full name (print)

Full name (print)

Title/position

Title/position

official stamp (公章) / finance stamp (财务专用章)

ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT

To: [Full name of Bank] (“**Bank**”)
Attention: [CEO/board member/authorised signatory]
Copy to: [Supplier] (the “**Supplier**”)
Date: [date]

Dear Sirs,

We confirm receipt from the Supplier of a notice of assignment (the “**Notice**”) dated [date] in connection with the purchase from the Supplier and assignment to the Bank of the receivables represented by invoices listed in the Notice (the “**Invoices**”) issued by, or otherwise relating to goods and/or services supplied by, the Supplier (the “**Assignment**”).

We hereby explicitly acknowledge and agree that following the Assignment described in the Notice, the Bank shall be entitled to all the Supplier’s rights in and to the receivables represented by the Invoices and that from the date of the Notice and until we are notified otherwise, we shall comply with the Notice and accordingly make any and all payments in connection with the Invoices directly to, or as directed by, the Bank.

Yours sincerely,

[Buyer]

SPANISH TRANSFER DEED

[Place] [Date]

Mr. / Ms. , of legal age, of nationality, [marital status], with address at , holder of National Identity Card / Passport number , in force; and

Mr. / Ms. , of legal age, of nationality, [marital status], with address at , holder of National Identity Card / Passport number , in force.

ACTING

Mr. / Ms. , for and on behalf of the company of Spanish nationality named , with registered address at , incorporated for an indefinite period in a public deed granted before the Notary of ,

Mr./Ms. , on [Date], under protocol number (hereinafter, "Supplier").

Said company is registered in the Companies Registry of this province, in Volume , Book , Section , Sheet , Page number , entry.

This company's Tax Identification Number is .

Mr. / Ms. is empowered for this act by virtue of the power of attorney conferred on him/ her by Supplier through the public deed granted before the Notary of , Mr./Ms. , dated , under protocol number .

Mr. / Ms. , for and on behalf of [Bank], incorporated under the law of and authorised as a credit institution, having its registered office at , ("Bank").

Mr. / Ms. is empowered for this act by virtue of a power of attorney duly notarised and apostilled, granted before the Notary

Public of Mr. / Ms. , dated .

Supplier and Bank shall hereinafter be referred to jointly as the "Parties".

THEY WITNESSETH

- I. The Parties entered into a contract named Supplier Receivables Purchase Agreement dated as of (hereinafter referred to as the "Agreement"), which was notarised in Spain by means of a public deed granted before the Notary of , Mr./ Ms. , dated [], under protocol number [*]]. Capitalised terms used but not defined herein shall have the meaning ascribed to them in the Agreement.
- II. Pursuant to the Agreement, which will serve as a framework agreement, Supplier agreed to sell to Bank certain Receivables and the credit rights arising therefrom (the "Purchased Receivables"), which shall be identified by means of a list, as described below.
- III. Supplier intends to sell to Bank the Purchased Receivables being the receivables identified in the lists prepared and sent by Supplier to Bank (the "List of Purchased Receivables").
- IV. The List of Purchased Receivables mentioned in paragraph III above are attached hereto as Annex 1.
- V. The Parties expressly agree that the transfer of the Purchased Receivables from Supplier to Bank shall comply with the requirements set forth in the Third Additional Provision of Spanish Law 1/1999, so that, where applicable, the advantages acknowledged in the Third Additional Provision of Spanish Law 1/1999, of 5 January 1999, on venture-capital undertakings and their management companies (the "Third Additional Provision") apply to the transfer of said Purchased Receivables.

This being set forth, the Parties, in accordance with the provisions of the Agreement, have agreed to execute this agreement of formalisation of assignment of receivables according to the following,

CLAUSES

ONE. PURCHASED RECEIVABLES AND PAYMENT OF PURCHASE PRICE

The Purchased Receivables which form the subject of the present agreement are the following:

- (1) The Purchased Receivables set forth in the Lists of Purchased Receivables attached hereto as annex [1], including, at least, the following information:
 - (a) name, address and CIF/VAT number of the account debtor;
 - (b) unpaid balance of the receivable;
 - (c) original due date and date of issue of the invoice; and
 - (d) invoice number and number of the account debtor's account in the books of Supplier.

Payment of the Purchase Price has been carried out by Bank in accordance with Section 3.7 of the Agreement.

A copy of the documents attesting to the payment of the Purchase Price of the Purchased Receivables to Supplier is included as Annex 2.

TWO. ASSIGNMENT OF RECEIVABLES

In accordance with the provisions of the Agreement, Supplier hereby declares that on the date hereof, Supplier has transferred full ownership of the Purchased Receivables to Bank, who has acquired them, in accordance with the provisions of Articles 347 and 348 of the Spanish Commercial Code, together with all rights, actions and privileges that Supplier holds by virtue of the Purchased Receivables included in the List of Purchased Receivables mentioned in Recital III above.

For the purposes of Article 1,526 of the Spanish Civil Code, the Parties hereby execute this notarial deed through which the aforementioned transfer of Purchased Receivables is notarised.

Supplier delivers to Bank the List of Purchased Receivables, and Bank accepts such delivery. The appearing persons deliver to [me, the Notary,] a copy of each of the Lists of Purchased Receivables, which I attach to the original document of this public deed, considering its whole content to be herein reproduced, and which identify the Purchased Receivables.

Title to Purchased Receivables shall pass as of ("Purchase Date").

Supplier hereby irrevocably authorises Bank (which may, in turn, appoint any other natural or legal person for these purposes) to notify, acting in the name and on behalf of both Bank and Supplier, the debtors through the relevant notice of transfer of the relevant assignment of the Purchased Receivables to Bank.

The transfer of each Purchased Receivable entails the simultaneous transfer, accrued on or prior to the date on which such Purchased Receivable passes to Bank, of all existing or future security interests, guarantees and the other rights ancillary to such Purchased Receivable, whenever such security interests, guarantees and rights are by the operation of law and without formality transferable together with the transfer of each such Purchased Receivable under any applicable law, such as, without limitation, all obligations to pay associated with the provisions of such Goods, including the right to receive all taxes, shipping, interest, penalties, all security deposits, guarantees, letters of credit, banker's acceptances, supporting obligations, all insurance policies and claims thereunder, all other claims related to such Purchased Receivable, and other charges attributable to such Receivable, free of any Adverse Claim, and also includes all proceeds thereof.

Supplier expressly acknowledges that all the rights, title and other rights of Supplier relating to the Purchased Receivables specified above, are transferred to Bank pursuant to the Agreement and subject to the terms and conditions agreed thereunder, and such transfer is formalised by means of this transfer deed. Bank thus has acquired full legal title and ownership in all rights, title and other rights of Supplier relating to the Purchased Receivables specified above, by virtue of the Agreement and as further described herein.

This document will be deemed an integral part of the Agreement, the terms of which will, therefore, be fully applicable to the assignment of Purchased Receivables to which it refers and its granting will be notified to Bank, by Supplier.

This Spanish Transfer Deed shall be governed by Spanish law.

[customary Notarial wording]

ANNEX I

List of Purchased Receivables

ANNEX 2

Documents attesting to the payment of the Purchase Price