

LEGAL WARNING

"The following English translation of the ARGENTINE CIVIL AND COMMERCIAL CODE Law No. 26,994 has been prepared to facilitate the approach of potential future investors and any person interested in the legal framework that regulates the capital market of Argentina.

Notwithstanding, only the Spanish version of this law is binding. "

AVISO LEGAL

"La siguiente traducción al idioma inglés del Código Civil y Comercial Argentino Ley N° 26.994 ha sido preparada para facilitar el acercamiento de posibles futuros inversores y toda persona interesada en el marco legal que regula el mercado de capitales de la República Argentina.

Sin perjuicio de ello, sólo la versión en español de esta ley es vinculante.

ARGENTINE CIVIL AND COMMERCIAL CODE

Law No. 26,994

TITLE III

Consumption Agreements

CHAPTER 30

Trust Agreement

PART 1

General Provisions

Section 1666.- Definition. There is a trust agreement when a party, called trustor, transfers or undertakes to transfer ownership of assets to another party called trustee, who undertakes to exercise it for the benefit of another party called beneficiary, who is appointed therein, and to transfer it to the residual beneficiary within a specific term or under a certain condition.

Section 1667.- Content. The agreement shall include:

a) Detailed information of the assets subject matter of the agreement. In the event that it is not possible to detail such information by the date of execution of the trust, it shall include the description of the requirements and characteristics that the assets must meet.

- b) The manner in which other assets may be included in the trust, where appropriate.
- c) The term or condition to which the trust property is subject.
- d) The identification of the beneficiary, or the manner of determining it pursuant to Section 1671.
- e) The destination of the assets upon termination of the trust, stating the residual beneficiary to whom they shall be transferred or the manner of determining it pursuant to Section 1672.
- f) The rights and obligations of the trustee and the way of replacing the trustee, if he/it ceases to exist as such.

Section 1668.- Term. Condition. The trust may not last more than thirty years as from the execution of the trust agreement, unless the beneficiary is a disabled person or has limited capacity, in which case it may last until said disability or limited capacity ceases to exist or until the beneficiary's death.

If a longer term is agreed, it is reduced to the maximum time set forth.

After the condition has been fulfilled or thirty years after the execution of the agreement without the fulfillment of said condition, the trust shall terminate, and the assets shall be transferred by the trustee to the person appointed in said agreement. If it is not stated, said assets shall be transferred to the trustor or to their heirs.

Section 1669.- Manner. The agreement, which shall be registered in the corresponding Public Registry, may be executed in a public or private instrument, except when it refers to assets which require that the transfer be executed in a public instrument. In this case, when said formality is not fulfilled, the agreement is valid as a promise to comply with it. If this type of assets is added after the execution of the agreement, compliance, at that time, of all formalities necessary for their transfer shall be sufficient and the trust agreement shall be copied in the relevant act.

Section 1670.- Subject Matter. All assets that may be traded, including universalities, may be the subject matter of the trust, except for future inheritances.

PART 2

Parties

Section 1671.- Beneficiary. The beneficiary may be an individual or legal entity, which may or may not exist at the time of execution of the agreement; in the latter case, all identification data thereof must be included for future identification. The trustor, the trustee or the residual beneficiary may be beneficiaries.

Several beneficiaries may be appointed and, except as otherwise provided, they shall receive equal benefits; if one or more appointees do not accept their appointment or waive it, or when one or more do not exist, the right of accession of

the others may be set forth or, as the case may be, substitute beneficiaries may be appointed.

If no beneficiary accepts the appointment, all beneficiaries waive it, or they do not exist, the residual beneficiary shall become the beneficiary. If the residual beneficiary also waives the appointment or does not accept it, or if they do not exist, the trustor shall become the beneficiary.

The right of the beneficiary, even if they have not accepted their appointment, may be transferred *inter vivos or mortis causa*, except as otherwise provided by the trustor. If the right of the appointed beneficiary is terminated upon death, the rules set forth hereinabove apply.

Section 1672.- Residual Beneficiary. The residual beneficiary is the person to whom the property is transferred upon termination of the trust. The trustor, the beneficiary, or a third party may be the residual beneficiary. The trustee may not be the residual beneficiary.

The first, second and third paragraphs of Section 1671 apply to the residual beneficiary.

If no residual beneficiary accepts their appointment, all residual beneficiaries waive it, or they do not exist, the trustor shall become the residual beneficiary.

Section 1673.- Trustee. The trustee may be any individual or legal entity.

Only financial entities authorized to operate as such may be offered to the public to act as trustees, subject to the provisions of the relevant law and the legal entities authorized by the securities market's comptroller, which shall establish the requirements that the former must meet.

The trustee may be a beneficiary. In this case, the trustee must avoid any conflict of interest and act in favor of other parties involved in the agreement.

Section 1674.- Practice Guideline. Joint and Several Liability. The trustee shall comply with all legal obligations set forth by law and in the agreement with the caution and diligence of the good businessman who acts upon the confidence that has been bequeathed to him.

In the event that more than one trustee is appointed to act simultaneously, either jointly or indistinctly, their liability is joint and several for the fulfillment of the obligations resulting from the trust.

Section 1675.- Accountability. The accountability may be requested by the beneficiary, the trustor or the residual beneficiary, as the case may be, pursuant to the law and the contractual provisions; they must be rendered on a less-than-annual basis.

Section 1676.- Prohibited Exemptions. The agreement cannot exempt the trustee from the obligation to render accounts, nor from the wrongful or intentional act in which said trustee or their dependents may incur, nor from the prohibition to acquire for themselves the trust assets.

Section 1677.- Reimbursement of Expenses. Compensation. Except as otherwise provided, the trustee has the right to the reimbursement of expenses and to compensation, both made by those appointed in the agreement. If said compensation is not specified in the agreement, it must be set forth by the judge based on the nature of the appointment, the importance of the duties to be performed, the effectiveness of said performance and the other circumstances under which the trustee acts.

Section 1678.- Termination of the Trustee. The trustee shall terminate due to:

a) Judicial removal for breach of their obligations or for being materially or legally unable to perform their duties, at the request of the trustor; or at the request of the beneficiary or the residual beneficiary, upon request to appear by the trustor.

b) Judicial declaration of disability, disqualification and restricted capacity, and death, if said trustee is an individual.

c) Dissolution, if said trustee is a legal entity; this cause does not apply to mergers or acquisitions, notwithstanding the provisions set forth in paragraph a), as the case may be.

d) Bankruptcy or liquidation.

e) Waiver, if the agreement expressly authorizes it, or in the event of a serious reason or material or legal inability to perform duties; the waiver shall become effective after the transfer of the trust property to the substitute trustee.

Section 1679.- Replacement of the Trustee. Upon termination of the trustee, said trustee is replaced by the relevant substitute as set forth in the agreement or by the substitute appointed by said trustee. If there is no substitute or the substitute does not accept their appointment, the judge shall appoint one of the authorized entities as the trustee in accordance with the provisions of Section 1690.

Upon death of the trustee, all interested parties may dispense with the judicial intervention, provided that they perform all necessary duties to transfer the assets.

In the other cases set out in paragraphs b), c) and d) of Section 1678, any interested party may request from the judge the verification of the occurrence of the cause and the appointment of the substitute or the procedure for said appointment, in accordance with the agreement or the law, through the shortest procedure set forth by the local procedural law. In all cases set forth in Section 1678, the judge may, at the request of the trustor, the beneficiary, the residual beneficiary or a creditor of the separate property, appoint a provisional judicial trustee or take measures to protect said property, where there is danger in the delay.

If the appointment of the new trustee is made with judicial intervention, the trustor must be heard.

Trust assets must be transferred to the new trustee. If said assets are subject to registration, the certified judicial, notarial or private instrument appointing the new trustee is sufficient form of title. The acknowledgement may also be requested by the new trustee.

Section 1680.- Guarantee Trust. If the trust is created for guarantee purposes, the trustee may use the sums of money added to the estate, including by in-court or out-of-court collection of credits or trust rights, to pay guaranteed credits. As regards other assets, to be applied to the guarantee, the trustee may dispose of them pursuant to the terms of the agreement and, in the absence of a settlement, either private or judicial, ensure a mechanism that seeks to obtain the greatest possible value of the assets.

Section 1681.- Acceptance by the Beneficiary and the Residual Beneficiary. Fraud. In order to receive the benefits of the trust, the beneficiary and the residual beneficiary must accept their appointment.

Acceptance is presumed when they intervene in the trust agreement, when they perform acts that unmistakably presume it or when they hold share certificates or debt securities in financial trusts.

If there is no acceptance under the terms set out, the trustee may request it by means of an authentic act setting a prudential term for such purpose. If there is no acceptance, the trustee shall request it to the judge and set forth for such purpose the manner in which the most appropriate interested party shall be notified.

The beneficiary and the residual beneficiary may, to the extent of their interest, claim for the enforcement of the agreement and the revocation of the acts performed by the trustee in fraud of their interests, notwithstanding the rights of interested third parties acting in good faith.

PART 3

Effects

Section 1682.- Trust Property. A trust property is established on the trust assets, governed by the provisions set forth herein and by all provisions related to the nature of the assets.

Section 1683.- Effects against Third Parties. The trust nature of the property shall be effective before third parties upon the fulfillment of the required formalities, according to the nature of the relevant assets.

Section 1684.- Registration. Assets Included. In the case of assets subject to registration, the relevant records shall acknowledge the trust nature of the property in the name of the trustee.

Except as otherwise provided in the agreement, the trustee acquires the trust property of the proceeds of the trust assets and of the assets acquired with said proceeds or by means of real subrogation of said assets, and this shall be registered in the title for their acquisition and in the relevant records.

Section 1685.- Separate Estate Insurance. Trust assets constitute estate separated from that of the trustee, of the trustor, of the beneficiary and of the residual beneficiary.

Notwithstanding the trustee's liability, said party shall hire civil liability insurance to cover any damages caused by the subject matter of the trust. The risks and

amounts covered by the insurance to be hired are those set forth by regulations, or otherwise, those that are reasonable. The trustee shall be held liable under the terms of Section 1757 et seq. if they do not hire any insurance or if the risk or amount coverage of said insurance is unreasonable.

Section 1686.- Action by Creditors. Trust assets is exempt from the individual or collective action started by the trustee's creditors. The trustor's creditors may not go after the trust assets either, except for actions related to fraud and bankruptcy ineffectiveness. The beneficiary's and the residual beneficiary's creditors may subrogate themselves in the rights of their debtor.

Section 1687.- Debts. Settlement. The trustee's property shall not be liable for any obligation arising from the execution of the trust, which shall only be met by the trust assets. The trustor, the beneficiary and the residual beneficiary are not liable for said obligations, except as otherwise expressly provided by them.

The provisions set forth herein do not preclude the trustee from being held liable pursuant to the application of general principles, if applicable.

The insufficiency of the trust assets to meet these obligations shall not lead to the bankruptcy thereof. In said case, and due to lack of other resources provided by the trustor or the beneficiary under the terms of the agreement, the liquidation of the trust property shall proceed, which shall be in charge of a competent judge, who shall set the procedure pursuant to bankruptcy rules, as regards what is relevant.

Section 1688.- Acts of Disposition and Liens. The trustee may dispose of or encumber the trust assets when necessary for the purposes of the trust, without the consent of the trustor, the beneficiary or the residual beneficiary.

The agreement may provide for restrictions to these powers, including the prohibition to sell, which shall be registered in the registries of items subject to registration, if applicable. These restrictions shall not be effective against interested third parties acting in good faith, notwithstanding the trustee's rights.

If several trustees are appointed, a condominium is created in accordance with the provisions of Section 1674 and all acts of disposition must be performed by all of them jointly, except as otherwise agreed, and none of them may exercise the distribution action during the term of the trust.

The acts of disposition performed by the trustee in accordance with the provisions set forth herein are an exception to the above.

SECTION 1689.- Actions. The trustee is entitled to exercise all relevant actions for the defense of the trust assets, against third parties, the trustor, the beneficiary or the residual beneficiary.

The judge may authorize the trustor, the beneficiary or the residual beneficiary, to exercise actions as the trustee's substitute, if said trustee does not do so without sufficient reason.

PART 4

Financial Trust

Section 1690.- Definition. The financial trust is the trust agreement subject to the foregoing rules, in which the trustee is a financial entity or a company specially authorized by the securities markets comptroller to act as a financial trustee, and beneficiaries hold title to the securities guaranteed with the assets transferred.

Section 1691.- Securities. Public Offering. Securities referred to in Section 1690 may be offered to the public pursuant to the regulations on public offering of securities. In this case, the securities markets comptroller shall be the enforcement authority in relation to the financial trusts, who may issue rules and regulations that include the requirements to be met in order to act as a trustee.

Section 1692.- - Content of the Financial Trust Agreement. In addition to the general content requirements set forth in Section 1667, the financial trust agreement shall contain the terms and conditions of the securities issuance, the rules to make decisions by the beneficiaries, including the provisions for the case of insufficiency or insolvency of the trust property, and the name or specific identification of the financial trust.

PART 5

Share Certificates and Debt Securities

Section 1693.- Issuance and Nature. Global Certificates. Notwithstanding the possibility of issuance of atypical securities, under the terms of Section 1820, share certificates are issued by the trustee. Securities representing debt secured by trust assets may be issued by the trustee or by third parties. Share certificates and debt securities may be bearer, nominative endorsable or nominative non-endorsable, of record or book-entry, as permitted by the relevant legislation. Certificates must be issued on the basis of a prospectus containing the conditions of the issuance, the statements necessary to identify the trust to which they belong, and the description of the rights they grant.

Global certificates of share certificates and debt securities may be issued for their registration under collective deposit regimes. For such purpose, they are considered final, negotiable and divisible.

Section 1694.- Classes. Series. Different kinds of share certificates or debt securities may be issued, with different rights. Within each class, the same rights must be granted. Issuance may be divided into series. Debt securities give their holders the right to claim by executive means.

PART 6

Meetings of Holders of Debt Securities or Share Certificates

Section 1695.- Meetings. In the absence of contractual provisions to the contrary, or regulations of the securities markets comptroller, in financial trusts with public offering collective decisions of the beneficiaries of the financial trust shall be adopted at the meeting, to which the rules of call, quorum, operation and majorities of corporations shall be applied, except in the case the insufficiency of the trust property or the restructuring of its payments to beneficiaries is addressed.

In this last case, the rules of special meetings of corporations shall be applied, but no decision is valid without the affirmative vote of three-quarters of the holders of issued and outstanding securities.

Section 1696.- Calculation. In the event there are debt securities and share certificates in the same financial trust, the calculation of quorum and majorities must be made according to the joint face value of outstanding securities. However, except as otherwise provided in the agreement, no decision related to the insufficiency of the trust property or the restructuring of payments to beneficiaries is valid without the affirmative vote of three-quarters of the holders of issued and outstanding debt securities, without including any subordinated debt securities.

PART 7

Trust Termination

Section 1697.- Causes. The trust is terminated due to:

- a) Compliance with the term or the condition to which it has been subject, or the expiration of the maximum legal term.
- b) The revocation of the trustor, provided that such power has been expressly granted. Revocation does not have retroactive effect; revocation is ineffective in financial trusts after the public offering of share certificates or debt securities has begun.
- c) Any other cause set forth in the agreement.

Section 1698.- Effects. Upon termination of the trust, the trustee shall deliver the trust assets to the residual beneficiary or their successors, execute all relevant instruments and contribute to the relevant entry records.

PART 8

Testamentary Trust

Section 1699.- Applicable Rules. A trust may also be established by will, which must include, at least, the statements set forth in Section 1667.

Sections 2448 and 2493 and the rules hereof shall be applied; all references to the trust agreement shall be deemed references to the will.

If the appointed trustee does not accept their appointment, the provisions of Section 1679 shall be applied.

The maximum term set forth in Section 1668 is calculated upon the trustor's death.

Section 1700.- Nullity. A trust established for the purposes of forcing the trustee to keep or administer the trust property to be transferred only upon their death to another current or future trustee shall be null and void.

CHAPTER 31

Fiduciary Ownership

Section 1701.- Fiduciary Ownership. Definition. Fiduciary ownership is that which is acquired by means of a trust established by agreement or by will and is subject to last only until the termination of the trust, for the purposes of delivering the property to the person appointed in the agreement, the will or by law.

Section 1702.- Governing Rules. Rules that govern real rights in general and, in particular, ownership, provided in Titles I and III of Book Four of this Code shall govern the fiduciary ownership.

Section 1703.- Exceptions to the General Rules. Fiduciary ownership is an exception to the general rules of ownership and, in particular, the conditional ownership in that it is possible to include in the trust agreement the restrictions to the powers of the owner set forth in Chapter 30 and this Chapter.

Section 1704.- Powers. The holder of fiduciary ownership has the powers of the holder of fee simple ownership, provided that all legal acts performed by them comply with the purposes of the trust and the contractual provisions agreed upon.

Section 1705.- Non-retroactivity. The termination of the fiduciary ownership does not have retroactive effect regarding the acts performed by the trustee, except that they do not comply with the purposes of the trust and the contractual provisions agreed upon, and that the third-party purchaser lacks good faith and title for consideration.

Section 1706.- Reacquiring Fee Simple Ownership. Upon termination of the trust, the trustee shall immediately become the holder of property on behalf of the holder of fee simple ownership. If the property is subject to registration and its constitutive registration is deemed sufficient, the act of being reacquired shall be registered; if registration is not constitutive, it shall be required for enforceability purposes.

Section 1707.- Effects. If termination is not retroactive, all acts performed by the holder of fiduciary ownership are enforceable against the holder of fee simple ownership.

If termination is retroactive, the holder of fee simple ownership reacquires ownership free of all legal acts performed.