

----- Instance Type and Transmission -----  
Notification (Transmission) of Original sent to SWIFT (ACK)  
Network Delivery Status : Network Ack  
Priority/Delivery : Normal/Deliv Notif  
Message Input Reference : 1705 190426CGDIPTPLAXXX1984360159

----- Message Header -----  
Swift Input : FIN 760 Guarantee/Stdby Letter Credit

Sender : CGDIPTPLXXX  
CAIXA GERAL DE DEPOSITOS  
LISBON PT  
Receiver : PICHECEQXXX  
BANCO PICHINCHA C.A.  
(HEAD OFFICE)  
QUITO EC

MUR : CGD 367142

----- FIN User Header -----  
{108:CGD 367142}

----- Message Text -----

27: Sequence of Total  
1/2  
20: Transaction Reference Number  
G305500  
23: Further Identification  
REQUEST  
30: Date  
190426  
40C: Applicable Rules  
OTHR/URDG  
77C: Details of Guarantee  
DETAILS OF GUARANTEE  
UNDER OUR FULL RESPONSIBILITY AND COUNTER-GUARANTEE  
PLEASE ISSUE THIS GUARANTEE AS FOLLOWS:

QUOTE

BENEFICIARY: CUERPO DE BOMBEROS DEL GOBIERNO AUTONOMO  
DESCENTRALIZADO MUNICIPAL DEL CANTON RIOBAMBA  
ADDRESS: CALLES CHIEL 26-56 Y PICHINCHA, RIOBAMBA  
COUNTRY: EQUADOR

ADVANCE PAYMENT GUARANTEE NO.....

WE, ----- (HEREINAFTER 'THE  
GUARANTOR'),  
WITH HEAD OFFICE AT (...), TAX PAYER NUMBER (...),  
WITH A SHARE CAPITAL OF (...), HAVE BEEN INFORMED THAT JACINTO  
MARQUES DE OLIVEIRA, SUCRS, LDA (HEREINAFTER THE 'PRINCIPAL'),  
DOMICILED AT AVENIDA DOS CORREIOS NO191 - APT. 47 3885-909  
ESMORIZ, PORTUGAL, HAS ENTERED INTO A CONTRATO NO  
IMP-CBGADMR-001-19 PARA AQUISICION DE UN  
VEHICULO ESCALERA DE 32M CON CUMPLIMIENTO DE NORMATIVA NSPA O  
EN WITH YOU, CUERPO DE BOMBEROS DEL  
GOBIERNO AUTONOMO DESCENTRALIZADO MUNICIPAL DEL CANTON RIOBAMBA  
(HEREINAFTER THE 'BENEFICIARY'),  
WITH HEAD OFFICE AT CALLES CHIEL 26-56 Y PICHINCHA,  
RIOBAMBA, EQUADOR, FOR THE  
CONTRATO NO IMP-CBGADMR-001-19 PARA AQUISICION DE UN VEHICULO  
ESCALERA DE 32M CON  
CUMPLIMIENTO DE NORMATIVA NSPA O EN  
(HEREINAFTER THE 'CONTRACT').

FURTHERMORE, WE UNDERSTAND THAT, ACCORDING TO THE CONDITIONS OF  
THE CONTRACT,

AN ADVANCE PAYMENT IN THE SUM OF EUR 472.500,00 IS TO BE MADE AGAINST AN ADVANCE PAYMENT GUARANTEE.

AT THE REQUEST OF THE PRINCIPAL, WE, THE GUARANTOR, HEREBY IRREVOCABLY UNDERTAKE TO PAY YOU ANY SUM OR SUMS NOT EXCEEDING IN TOTAL AN AMOUNT OF EUR 472.500,00 (FOURTEENTH AND SEVENTY-TWO THOUSAND, FIVE HUNDRED EUROS) UPON RECEIPT BY US OF YOUR FIRST WRITTEN DEMAND, WAIVING ALL RIGHTS OF OBJECTIONS AND DEFENCE FROM THE PRINCIPAL ARISING FROM THE CONTRACT, STATING THAT THE PRINCIPAL IS IN BREACH OF ITS OBLIGATIONS UNDER THE CONTRACT, NOTABLY BECAUSE THE PRINCIPAL HAS USED THE ADVANCE PAYMENT FOR PURPOSES OTHER THAN TOWARD PROVIDING THE SERVICES UNDER THE CONTRACT.

YOUR WRITTEN DEMAND (SIGNATURES THEREON APPEARING TO HAVE BEEN AUTHENTICATED BY YOUR BANK) SHALL BE ADDRESSED, BY REGISTERED LETTER, TO -----, AT THE ADDRESS HEREINABOVE MENTIONED.

IT IS A CONDITION FOR ANY CLAIM AND PAYMENT TO BE MADE UNDER THIS GUARANTEE THAT THE ADVANCE PAYMENT REFERRED TO ABOVE MUST HAVE BEEN RECEIVED BY THE PRINCIPAL ON ITS ACCOUNT NUMBER PT50003502870000000503034 AT CAIXA GERAL DE DEPOSITOS, S.A.

THE MAXIMUM AMOUNT OF THIS GUARANTEE SHALL BE PROGRESSIVELY REDUCED BY THE AMOUNT OF THE ADVANCE PAYMENT REPAID BY THE PRINCIPAL AS INDICATED IN COPIES OF YOUR CERTIFIED STATEMENTS TO SUCH EFFECT WHICH SHALL BE PRESENTED TO US BY THE PRINCIPAL. THIS GUARANTEE SHALL EXPIRE, AT THE LATEST, UPON OUR RECEIPT OF THE CERTIFIED PAYMENT CERTIFICATE ISSUED BY YOU INDICATING THAT THE PRINCIPAL HAS MADE FULL REPAYMENT OF THE AMOUNT OF THE ADVANCE PAYMENT, OR ON THE 10 OF MAY 2020, WHICHEVER IS EARLIER.

CONSEQUENTLY, ANY DEMAND FOR PAYMENT UNDER THIS GUARANTEE MUST BE RECEIVED BY US AT THIS OFFICE ON OR BEFORE THAT DATE.

THIS GUARANTEE IS PERSONAL TO YOU AND IS NOT ASSIGNABLE.

UNQUOTE

IN CONSIDERATION OF YOUR ISSUANCE OF THE GUARANTEE, AS REQUESTED ABOVE, WE, CAIXA GERAL DE DEPOSITOS S.A., WITH HEAD OFFICE AT AV. JOAO XXI, 63 - 1000-300 LISBOA (PORTUGAL), REGISTERED AT COMMERCIAL REGISTRY OF LISBON, WITH THE SINGLE REGISTER AND TAX NUMBER 500960046, WITH SHARE CAPITAL OF EUR 3.844.143.735,00, HEREBY IRREVOCABLY AND UNRESERVEDLY UNDERTAKE TO PAY YOU OR TO YOUR ORDER ANY AMOUNT UP TO EUR 472.500,00 (FOURTEENTH AND SEVENTY-TWO THOUSAND, FIVE HUNDRED EUROS) UPON YOUR FIRST DEMAND TO BE ADDRESSED TO OUR BANK BY AUTHENTICATED SWIFT MESSAGE STATING THE AMOUNT CLAIMED AND THAT SUCH AMOUNT REPRESENTS THE SUM YOU HAVE BEEN CLAIMED UPON TO PAY BY THE BENEFICIARY.

OUR PAYMENT TO YOU SHALL BE VALUE 5 (FIVE) BUSINESS DAYS FROM THE DATE OF RECEIPT OF YOUR AUTHENTICATED SWIFT OF DEMAND OF PAYMENT.

YOUR BANK NEED NOT AT ANY TIME TO SUBSTANTIATE ITS REQUEST FOR



PAYMENT AND WE DEFINITELY AND IRREVOCABLY RENOUNCE TO  
SUCH SUBSTANTIATION OF YOUR CLAIM (S).

WE FURTHER UNDERTAKE IRREVOCABLY TO PAY THE SUM CLAIMED BY YOUR  
BANK WITHOUT CAVIL OR ARGUMENTS AND WITHOUT ANY  
OBJECTION OR RESTRICTION OF WHATSOEVER NATURE AND WE RENOUNCE TO  
ANY RIGHT TO PLEA AND/OR DEMUR ANY OF YOUR CLAIM(S).

OUR COUNTER-GUARANTEE PRODUCES ITS EFFECTS REGARDLESS OF THE  
VALIDITY AND EFFECT OF THE UNDERLYING TRANSACTIONS OR  
CONTRACTS OF WHATSOEVER NATURE AND IRRESPECTIVE OF THE  
RELATIONSHIP WHICH MAY EXIST BETWEEN YOUR BANK AND THE  
BENEFICIARY AND WAIVING ALL AND ANY RIGHTS OF DEFENSE AND  
OBJECTION ARISING THEREFROM.

WE FURTHER CONFIRM THAT OUR COUNTER-GUARANTEE IS TOTALLY  
INDEPENDENT OF YOUR GUARANTEE ISSUED AT OUR SPECIFIC REQUEST.

THE TOTAL AMOUNT OF OUR PRESENT COUNTER-GUARANTEE SHALL BE  
REDUCED BY ANY PAYMENT EFFECTED BY OUR BANK HEREUNDER  
FURTHER TO YOUR CLAIM(S) UNDER THIS COUNTER-GUARANTEE IF ANY.

ALL AND ANY SUMS DUE UNDER OUR PRESENT COUNTER-GUARANTEE SHALL  
BE PAID BY US TO YOUR BANK IN FULL WITHOUT ANY SET-OFF  
OR COUNTERCLAIM AND FREE AND CLEAR OF AND WITHOUT DEDUCTION OF  
OR WITHHOLDING FOR OR ON ACCOUNT OF ANY PRESENT OR  
FUTURE TAXES, DUTIES OR OTHER CHARGES.

IF ANY SUCH PAYMENT SHALL BE SUBJECT TO ANY SUCH TAX OR IF WE  
ARE REQUIRED BY LAW TO MAKE SUCH DEDUCTION OR  
WITHHOLDING, WE UNDERTAKE TO PAY SUCH TAX AND WILL PAY YOUR BANK  
SUCH ADDITIONAL AMOUNT AS WILL RESULT IN OUR  
COUNTRY ALLOWING YOUR BANK TO RECEIVE A NET AMOUNT EQUAL TO THE  
AMOUNT WHICH IT WOULD HAVE RECEIVED HAD NO SUCH  
PAYMENT, DEDUCTION OR WITHHOLDING BEEN REQUIRED.

WE UNDERTAKE TO PAY ALL YOUR GUARANTEE COMMISSION AND CHARGES AS  
REQUESTED BY YOU, AND THUS FROM ISSUANCE DATE  
UNTIL THE EXPIRY DATE OF YOUR GUARANTEE.

OUR COUNTER-GUARANTEE IN YOUR FAVOUR WILL EXPIRE AT OUR COUNTERS  
ON 10 OF JUNE, 2020 (ONE MONTH AFTER VALIDITY OF  
LOCAL GUARANTEE).

WE REPRESENT AND CONFIRM THAT THE PRESENT COUNTER-GUARANTEE IS  
NOT IN CONTRARY TO THE LAWS OF OUR  
COUNTRY AND THAT UNDER THE PREVAILING REGULATION NO APPROVAL OF  
EXCHANGE CONTROL OR SIMILAR AUTHORITY  
IS NECESSARY FOR OUR REQUESTING YOU TO ESTABLISH THE REQUIRED  
GUARANTEE UNDER OUR RESPONSIBILITY.

THIS COUNTER-GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR

----- Message Trailer -----

{CHK:5C1CB6401DC5}

PKI Signature: MAC-Equivalent

----- Interventions -----

Category : Network Report

Creation Time : 26/04/19 17:05:54

Application : SWIFT Interface

Operator : SYSTEM

Text

{1:F21CGDIPTPLAXXX1984360159}{4:{177:1904261705}{451:0}{108:CGD 367142}}

61-  
A

----- Instance Type and Transmission -----  
Notification (Transmission) of Original sent to SWIFT (ACK)  
Network Delivery Status : Network Ack  
Priority/Delivery : Normal/Deliv Notif  
Message Input Reference : 1705 190426CGDIPTPLAXXX1984360160

----- Message Header -----  
Swift Input : FIN 760 Guarantee/Stdby Letter Credit

Sender : CGDIPTPLXXX  
CAIXA GERAL DE DEPOSITOS  
LISBON PT  
Receiver : PICHECEQXXX  
BANCO PICHINCHA C.A.  
(HEAD OFFICE)  
QUITO EC

MUR : CGD 367142

----- FIN User Header -----  
{108:CGD 367142}

----- Message Text -----

27: Sequence of Total  
2/2  
20: Transaction Reference Number  
G305500  
23: Further Identification  
REQUEST  
40C: Applicable Rules  
OTHR/URDG  
77C: Details of Guarantee  
DEMAND GUARANTEES OF THE INTERNATIONAL  
CHAMBER OF COMMERCE, ICC PUBLICATION NO 758 (URDG 758).

THIS IS OPERATIVE INSTRUMENT AND NO MAIL CONFIRMATION WILL FOLLOW.

PLEASE QUOTE OUR REFERENCE G305500 IN ALL YOUR FUTURE CORRESPONDENCE.

YOUR GUARANTEE WILL BE COLLECTED IN YOUR OFFICE BY:

NAME: PABLO ROJAS  
ID: PASSPORT 1713198131  
PHONE NUMBER: +593999960092  
EMAIL: CAMIONESJACINTO(AT)GMAIL.COM

BEST REGARDS  
CO/UCO 2.4

----- Message Trailer -----  
{CHK:6BA589E35427}

PKI Signature: MAC-Equivalent

----- Interventions -----

Category : Network Report  
Creation Time : 26/04/19 17:05:54  
Application : SWIFT Interface  
Operator : SYSTEM

Text

{1:F21CGDIPTPLAXXX1984360160}{4:{177:1904261705}{451:0}{108:CGD 367142}}



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*[Handwritten signature]*

----- Instance Type and Transmission -----  
 Notification (Transmission) of Original sent to SWIFT (ACK)  
 Network Delivery Status : Network Ack  
 Priority/Delivery : Normal/Deliv Notif  
 Message Input Reference : 1624 190426CGDIPTPLAXXX1984360065

----- Message Header -----  
 Swift Input : FIN 760 Guarantee/Stdby Letter Credit  
 Sender : CGDIPTPLXXX  
           CAIXA GERAL DE DEPOSITOS  
           LISBON PT  
 Receiver : PICHECEQXXX  
           BANCO PICHINCHA C.A.  
           (HEAD OFFICE)  
           QUITO EC  
 MUR : CGD 367097

----- FIN User Header -----  
 {108:CGD 367097}

----- Message Text -----  
 27: Sequence of Total  
     1/2  
 20: Transaction Reference Number  
     G305499  
 23: Further Identification  
     REQUEST  
 30: Date  
     190426  
 40C: Applicable Rules  
     OTHR/URDG  
 77C: Details of Guarantee  
     DETAILS OF GUARANTEE  
     UNDER OUR FULL RESPONSIBILITY AND COUNTER-GUARANTEE  
     PLEASE ISSUE THIS GUARANTEE AS FOLLOWS:

QUOTE

BENEFICIARY: CUERPO DE BOMBEROS DEL GOBIERNO AUTONOMO  
 DESCENTRALIZADO MUNICIPAL DEL CANTON RIOBAMBA  
 ADDRESS: CALLES CHIEL 26-56 Y PICHINCHA, RIOBAMBA  
 COUNTRY: EQUADOR

PERFORMANCE GUARANTEE NO. ....

WE, ----- (HEREINAFTER "THE  
 GUARANTOR"), WITH HEAD OFFICE  
 AT -----, TAX PAYER NUMBER -----, WITH A  
 SHARE CAPITAL OF -----,  
 HAVE BEEN INFORMED THAT JACINTO MARQUES DE OLIVEIRA, SUCRS, LDA  
 (HEREINAFTER THE "PRINCIPAL"),  
 DOMICILED AT AVENIDA DOS CORREIOS NO191 - APT. 47 3885-909  
 ESMORIZ, PORTUGAL, HAS ENTERED INTO A  
 CONTRACT NO IMP-CBGADMR-001-19, WITH YOU CUERPO DE BOMBEROS DEL  
 GOBIERNO AUTONOMO  
 DESCENTRALIZADO MUNICIPAL DEL CANTON RIOBAMBA (HEREINAFTER THE  
 "BENEFICIARY"), WITH HEAD OFFICE AT  
 CALLES CHIEL 26-56 Y PICHINCHA, RIOBAMBA, EQUADOR FOR THE  
 AQUISICION DE UN VEHICULO  
 ESCALERA DE 32M CON CUMPLIMIENTO DE NORMATIVA NSPA O EN  
 (HEREINAFTER THE "CONTRACT").

FURTHERMORE, WE UNDERSTAND THAT, ACCORDING TO THE CONDITIONS OF  
 THE CONTRACT, A PERFORMANCE GUARANTEE IS REQUIRED.

THIS BEING STATED, WE, THE GUARANTOR, HEREBY IRREVOCABLY

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UNDERTAKE TO PAY YOU, THE BENEFICIARY,  
ON YOUR FIRST WRITTEN DEMAND, IRRESPECTIVE OF THE VALIDITY AND  
LEGAL EFFECTS OF THE ABOVE MENTIONED  
CONTRACT AND WAIVING ALL RIGHTS OF OBJECTION AND DEFENSE ARISING  
FROM THE PRINCIPAL'S DEBTS ANY SUM  
OR SUMS UP TO THE AGGREGATE AMOUNT OF EUR 33.750,00 (THIRTY-THREE  
THOUSAND, SEVEN HUNDRED AND FIFTY EUROS).

YOUR FIRST WRITTEN DEMAND SHALL BE ADDRESSED, BY REGISTERED  
LETTER,  
TO -----, AT THE ADDRESS HEREINABOVE MENTIONED,  
STATING:

(1) THAT THE PRINCIPAL IS IN BREACH OF HIS OBLIGATION(S) UNDER  
THE UNDERLYING CONTRACT,  
AND

(2) THE RESPECT IN WHICH THE PRINCIPAL IS IN BREACH.

THIS GUARANTEE SHALL EXPIRE ON 10/05/2020 (THE EXPIRY DATE) AT  
THE LATEST.

CONSEQUENTLY, ANY DEMAND FOR PAYMENT UNDER IT MUST BE RECEIVED  
BY US, AT THE ADDRESS  
HEREINABOVE MENTIONED, ON OR BEFORE THAT DATE.

THIS GUARANTEE IS PERSONAL TO YOU AND IS NOT ASSIGNABLE.

UNQUOTE

IN CONSIDERATION OF YOUR ISSUANCE OF THE GUARANTEE, AS REQUESTED  
ABOVE, WE, CAIXA GERAL DE  
DEPOSITOS S.A., WITH HEAD OFFICE AT AV. JOAO XXI, 63 - 1000-300  
LISBOA (PORTUGAL),  
REGISTERED AT COMMERCIAL REGISTRY OF LISBON, WITH THE SINGLE  
REGISTER AND TAX NUMBER 500960046,  
WITH SHARE CAPITAL OF EUR 3.844.143.735,00, HEREBY IRREVOCABLY  
AND UNRESERVEDLY UNDERTAKE TO PAY  
YOU OR TO YOUR ORDER ANY AMOUNT UP TO EUR 33.750,00 (THIRTY-THREE  
THOUSAND, SEVEN HUNDRED AND FIFTY EUROS)  
UPON YOUR FIRST DEMAND TO BE ADDRESSED TO OUR BANK BY  
AUTHENTICATED SWIFT MESSAGE STATING THE AMOUNT  
CLAIMED AND THAT SUCH AMOUNT REPRESENTS THE SUM YOU HAVE BEEN  
CLAIMED UPON TO PAY BY THE BENEFICIARY.

OUR PAYMENT TO YOU SHALL BE VALUE 5 (FIVE) BUSINESS DAYS FROM  
THE DATE OF RECEIPT OF YOUR AUTHENTICATED  
SWIFT OF DEMAND OF PAYMENT.

YOUR BANK NEED NOT AT ANY TIME TO SUBSTANTIATE ITS REQUEST FOR  
PAYMENT AND WE DEFINITELY AND IRREVOCABLY  
RENOUCE TO SUCH SUBSTANTIATION OF YOUR CLAIM (S).

WE FURTHER UNDERTAKE IRREVOCABLY TO PAY THE SUM CLAIMED BY YOUR  
BANK WITHOUT  
CAVIL OR ARGUMENTS AND WITHOUT ANY OBJECTION OR RESTRICTION OF  
WHATSOEVER NATURE  
AND WE RENOUNCE TO ANY RIGHT TO PLEA AND/OR DEMUR ANY OF YOUR  
CLAIM(S).

OUR COUNTER-GUARANTEE PRODUCES ITS EFFECTS REGARDLESS OF THE  
VALIDITY AND  
EFFECT OF THE UNDERLYING TRANSACTIONS OR CONTRACTS OF WHATSOEVER  
NATURE AND

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IRRESPECTIVE OF THE RELATIONSHIP WHICH MAY EXIST BETWEEN YOUR BANK AND THE BENEFICIARY AND WAIVING ALL AND ANY RIGHTS OF DEFENSE AND OBJECTION ARISING THEREFROM.

WE FURTHER CONFIRM THAT OUR COUNTER-GUARANTEE IS TOTALLY INDEPENDENT OF YOUR GUARANTEE ISSUED AT OUR SPECIFIC REQUEST.

THE TOTAL AMOUNT OF OUR PRESENT COUNTER-GUARANTEE SHALL BE REDUCED BY ANY PAYMENT EFFECTED BY OUR BANK HEREUNDER FURTHER TO YOUR CLAIM(S) UNDER THIS COUNTER-GUARANTEE IF ANY.

ALL AND ANY SUMS DUE UNDER OUR PRESENT COUNTER-GUARANTEE SHALL BE PAID BY US TO YOUR BANK IN FULL WITHOUT ANY SET-OFF OR COUNTERCLAIM AND FREE AND CLEAR OF AND WITHOUT DEDUCTION OF OR WITHHOLDING FOR OR ON ACCOUNT OF ANY PRESENT OR FUTURE TAXES, DUTIES OR OTHER CHARGES.

IF ANY SUCH PAYMENT SHALL BE SUBJECT TO ANY SUCH TAX OR IF WE ARE REQUIRED BY LAW TO MAKE SUCH DEDUCTION OR WITHHOLDING, WE UNDERTAKE TO PAY SUCH TAX AND WILL PAY YOUR BANK SUCH ADDITIONAL AMOUNT AS WILL RESULT IN OUR COUNTRY ALLOWING YOUR BANK TO RECEIVE A NET AMOUNT EQUAL TO THE AMOUNT WHICH IT WOULD HAVE RECEIVED HAD NO SUCH PAYMENT, DEDUCTION OR WITHHOLDING BEEN REQUIRED.

WE UNDERTAKE TO PAY ALL YOUR GUARANTEE COMMISSION AND CHARGES AS REQUESTED BY YOU, AND THUS FROM ISSUANCE DATE UNTIL THE EXPIRY DATE OF YOUR GUARANTEE.

OUR COUNTER-GUARANTEE IN YOUR FAVOUR WILL EXPIRE AT OUR COUNTERS ON 10 OF JUNE, 2020 (ONE MONTH AFTER VALIDITY OF LOCAL GUARANTEE).

WE REPRESENT AND CONFIRM THAT THE PRESENT COUNTER-GUARANTEE IS NOT IN CONTRARY TO THE LAWS OF OUR COUNTRY AND THAT UNDER THE PREVAILING REGULATION NO APPROVAL OF EXCHANGE CONTROL OR SIMILAR AUTHORITY IS NECESSARY FOR OUR REQUESTING YOU TO ESTABLISH THE REQUIRED GUARANTEE UNDER OUR RESPONSIBILITY.

THIS COUNTER-GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES OF THE INTERNATIONAL CHAMBER OF COMMERCE, ICC PUBLICATION NO 758 (URDG 758).

THIS IS OPERATIVE INSTRUMENT AND NO MAIL CONFIRMATION WILL

----- Message Trailer -----

{CHK:2B5194A9BE0B}

PKI Signature: MAC-Equivalent

----- Interventions -----

Category : Network Report  
Creation Time : 26/04/19 16:24:34  
Application : SWIFT Interface  
Operator : SYSTEM  
Text

{1:F21CGDIPTPLAXXX1984360065}{4:{177:1904261624}{451:0}{108:CGD 367097}}