

of whom as regards such consent or agreement is, in any event, prohibited), within the time periods and conditions provided for herein, and the Guarantor further undertakes to refrain from claiming any reasons or causes which prevent, hinder or, by any means, alter the obligations of the Guarantor hereunder.

4. The demands which the Beneficiary may address to the Guarantor hereunder shall be sent by registered mail with proof of receipt to the Guarantor's offices specified below, together with a statement by the Beneficiary expressly referring that the Company has not paid the Final Payment, at the Execution Date, regarding the sale and purchase of the Shares.

5. Payments hereunder by the Guarantor shall be made through wire transfer to the bank account indicated in the Beneficiary's demand, with a value date of no later than 3 (three) business days after reception of each payment demand by the Beneficiary under the terms of the previous number, in Euros, no set-off or claim by the Company or the Guarantor being allowed towards or against the Beneficiary and the Guarantor will not be entitled to claim any defense or exception which the Company may have against the Beneficiary.

6. Payment hereunder by the Guarantor to the Beneficiary shall be made in the same amount as demanded by the Beneficiary, free and clear of any withholdings or deductions. If the Guarantor is, pursuant to law, required to withhold or deduct any amounts, for tax obligations or otherwise, over the amounts to be paid to the Beneficiary hereunder, the Guarantor undertakes to pay, at each request, a net amount equal to the amount claimed by the Beneficiary without withholding or deduction, being the secured amount reduced only in the amount of the net payment made to the Beneficiary.

7. The Guarantor:

(a) immediately undertakes at the first demand (provided that such demand is made in accordance with the terms of number 4 above) and with no need for any other information or document, to pay to the Beneficiary any amounts claimed by it, by means of crediting the Beneficiary's bank account indicated in the noticed referred in number 4 above; and

(b) must rely on any document or information which has been signed, with certified signatures with the necessary capacity and powers (*assinaturas reconhecidas com poderes para o ato*), by two directors of the Beneficiary and it shall not be held liable for the consequences of such reliance nor shall it be obliged to verify the truthfulness and correctness of the facts or issues raised therein.

8. The maximum amount of this Guarantee is € [•] ([•] Euros).

9. The obligations of the Guarantor and the rights of the Beneficiary, hereunder, shall not be affected by any legal action or fact which occurs pursuant to any legal relationship between the Company and the Beneficiary, the Guarantor and/or any third party which exists at the time of execution of the Guarantee or which may be entered into in the future.

10. If any provision herein is ruled invalid or ineffective, the remaining provisions shall remain valid with any necessary amendments.

11. This Guarantee is a permanent on first demand guarantee and shall remain in force until the Termination Date (as defined below), regardless of the non-payment of any amounts, discharge of any premia or expenses due to the Guarantor, winding up or dissolution of the Company, ap-

pointment of an insolvency administrator or judicial agent for the sale of any or part of the Company's assets or any judgment declaring the Company's insolvency.

12. This guarantee remains in force until the earlier of the occurrence of the following events (the "Termination Date"):

- (i) Payment in full of the Final Payment which may be evidenced through receipt (recibo de quitação) issued by the Beneficiary;
- (ii) The [•] of [•].

13. At the Termination Date or once the total secured amount is paid in accordance herewith occurs, the Beneficiary shall immediately return the relevant original to the Guarantor with simultaneous notice to the Company.

14. Notices and communications under this Guarantee, such as any demands for payment under the same shall be delivered at the following address:

to: [Guarantor's address]

Att: [•]

15. This Guarantee may only be amended with the express written agreement of the Beneficiary and the Guarantor.

16. Under the provisions of article 582 of the Portuguese Civil Code and for the purposes thereunder, the possible assignment of credits which the Beneficiary may hold under the Reference Direct Sale Agreement, to third parties, does not result in the transfer of this Guarantee to the assignee(s), unless the Guarantor gives written notice of its consent to the Beneficiary, which cannot be delayed or unjustifiably denied and which shall be effective from the date of the communication.

17. The Beneficiary shall not be liable for any expenses hereunder, including premia or fees, which shall be borne exclusively by the Company.

18. The Guarantor further states that:

(i) the execution of this Guarantee, in accordance with its terms, is valid, effective and binding;

(ii) the issue of this Guarantee does not contravene any law, regulation or instruction which in any way limits the amount of credit which can be granted by the Guarantor to a single borrower or customer.

19. Unless the context otherwise requires or if expressly defined herein, capitalized terms in this Guarantee shall have the meaning ascribed to them in the Reference Direct Sale Agreement.

20. This Guarantee is subject to Portuguese law. All conflicts arising hereunder or herewith related shall be submitted to the courts of Lisbon, with the express waiver of any other.

(Place and Date)

The Bank

[certified signatures with the necessary capacity and powers]

Stamp duty in the amount of € [•], provided for in *Verba* [•] of TAGIS paid within the legal terms.

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PARTE D

2.º JUÍZO DO TRIBUNAL DA COMARCA DE RIBEIRA GRANDE

Anúncio n.º 1130-A/2012

Processo n.º 2634/11.9TBPDL — Insolvência pessoa singular (Apresentação)

Insolvente: Fernando Manuel Nunes Faria e outro
Credor: Banco Espírito Santo dos Açores e outros
No Tribunal Judicial de Ribeira Grande, 2.º Juízo de Ribeira Grande, no dia 18-11-2011, pelas 15.55 horas, foi proferida sentença de declaração de insolvência dos devedores:

Fernando Manuel Nunes Faria, casado em comunhão de adquiridos, nascido a 30-11-1964 natural de freguesia de Madalena [Madalena],

nacional de Portugal, NIF 181290677, BI 9443729, Endereço: Rua do Pinheiro n.º 31, Pico da Pedra, 9600-072 Ribeira Grande

Maria Helena Ramos Rocha Faria, casada em comunhão de adquiridos, nascida em 17-03-1968 natural da freguesia de Santo António [Ponta Delgada], nacional de Portugal, NIF 212128558, BI 11429117, Endereço: Rua do Pinheiro n.º 31, Pico da Pedra, 9600-072 Ribeira Grande, com domicílio na morada indicada, respectivamente.

Para Administrador da Insolvência é nomeada o Sr. Dr. António Dias Seabra, com domicílio, na Av. da República, 2208 — 8.º Drº Frente, 4430-196 Vila Nova de Gaia.

Ficam advertidos os devedores do insolvente de que as prestações a que estejam obrigados, deverão ser feitas ao administrador da insolvência e não ao próprio insolvente.

Ficam advertidos os credores do insolvente de que devem comunicar de imediato ao administrador da insolvência a existência de quaisquer garantias reais de que beneficiem.

Declara-se aberto o incidente de qualificação da insolvência com carácter pleno (alínea i do artigo 36.º-CIRE)

Para citação dos credores e demais interessados correm éditos de 5 dias.

Ficam citados todos os credores e demais interessados de tudo o que antecede e ainda:

O prazo para a reclamação de créditos foi fixado em 30 dias.

O requerimento de reclamação de créditos deve ser apresentado ou remetido por via postal registada ao administrador da insolvência nomeado, para o domicílio constante do presente edital (n.º 2 artigo 128.º do CIRE), acompanhado dos documentos probatórios de que disponham.

Mesmo o credor que tenha o seu crédito por reconhecido por decisão definitiva, não está dispensado de o reclamar no processo de insolvência (n.º 3 do Artigo 128.º do CIRE).

Do requerimento de reclamação de créditos deve constar (n.º 1, artigo 128.º do CIRE):

A proveniência do crédito, data de vencimento, montante de capital e de juros;

As condições a que estejam subordinados, tanto suspensivas como resolutivas;

A sua natureza comum, subordinada, privilegiada ou garantida, e, neste último caso, os bens ou direitos objecto da garantia e respectivos dados de identificação registral, se aplicável;

A existência de eventuais garantias pessoais, com identificação dos garantes;

A taxa de juros moratórios aplicável.

É designado o dia 27-01-2012, pelas 09:30 horas, para a realização da reunião de assembleia de credores de apreciação do relatório, podendo fazer-se representar por mandatário com poderes especiais para o efeito.

Da presente sentença pode ser interposto recurso, no prazo de 15 dias (artigo 42.º do CIRE), e ou deduzidos embargos, no prazo de 5 dias (artigo 40.º e 42 do CIRE).

Com a petição de embargos, devem ser oferecidos todos os meios de prova de que o embargante disponha, ficando obrigado a apresentar as testemunhas arroladas, cujo número não pode exceder os limites previstos no artigo 789.º do Código de Processo Civil (n.º 2 do artigo 25.º do CIRE).

Ficam ainda advertidos que os prazos para recurso, embargos e reclamação de créditos só começam a correr finda a dilação e que esta se conta da publicação do anúncio.

Os prazos são contínuos, não se suspendendo durante as férias judiciais (n.º 1 do artigo 9.º do CIRE).

Terminando o prazo em dia que os tribunais estiverem encerrados, transfere-se o seu termo para o primeiro dia útil seguinte.

13.12.2011. — A Juíza de Direito, *Dr.ª Maria Fernanda Vieira Sequeira*. — O Oficial de Justiça, *Manuel Silva*.

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