



S. R.
REGIÃO AUTÓNOMA DA MADEIRA
GOVERNO REGIONAL
SECRETARIA REGIONAL DE EDUCAÇÃO, CIÊNCIA E TECNOLOGIA
GABINETE DO SECRETÁRIO

C/Conhecimento
- SREI
- Assuntos Parlamentares

Enviado por:
EMAIL

Exmo Senhor
Chefe do Gabinete de Sua Excelência
o Presidente da Assembleia Legislativa
da Madeira
Edifício da Assembleia Legislativa Madeira
Av. do Mar e das Comunidades Madeirenses
9000 - Funchal

Secretaria Regional de Educação,
Ciência e Tecnologia
Gabinete do Secretário

SAÍDA

N.º: 2 847 23/08/2022
Proc.:2.24.5.0

ASSUNTO: REQUERIMENTO DE DEPUTADO (JPP) – PEDIDO DE FOTOCÓPIAS SIMPLES
DE TODOS OS CONTRATOS DE FINANCIAMENTO ASSINADOS COM TODAS AS
ENTIDADES BANCÁRIAS QUE DEMONSTREM O CAPITAL FINANCIADO, AS
TAXAS DE JURO CONTRATADAS, A MATURIDADE DOS EMPRÉSTIMOS E OS
ENCARGOS A ASSUMIR EM CASO DE INCUMPRIMENTO

Em referência ao Vosso ofício nº 4044, datado de 02/08/2022,
subordinado ao assunto mencionado em epígrafe, encarrega-me S. Ex.^a o
Secretário Regional de junto remeter fotocópia do ofício nº 5499, datado de
19/08/2022, da Secretaria Regional de Equipamentos e Infraestruturas.

Com os melhores cumprimentos,

A Chefe do Gabinete


(Ana Odília Figueiredo)

Em anexo:
- Ofício nº 5499

/FM



JPP



S. R.
REGIÃO AUTÓNOMA DA MADEIRA
GOVERNO REGIONAL
SECRETARIA REGIONAL DE EQUIPAMENTOS E INFRAESTRUTURAS
GABINETE DO SECRETÁRIO

Enviado por:
Protocolo

Sua referência:

Sua comunicação:

Nossa referência:

0.01.5673

Assunto: "Requerimento de deputado JPP – pedido de fotocópias simples de todos os contratos de financiamento assinados com todas as entidades bancárias, que demonstrem o capital financiado, as taxas de juro contratadas, a maturidade dos empréstimos e os encargos a assumir em caso de incumprimento"

Para os devidos efeitos, encarrega-me o Senhor Secretário Regional de Equipamentos e Infraestruturas de junto enviar a V. Ex^a, as cópias dos contratos de financiamento ativos, conforme solicitado pelo deputado JPP.

Com os melhores cumprimentos,

A Chefe de Gabinete,

Raquel Silva

Secretaria Regional de
Equipamentos e Infraestruturas

Saida

S 5499 2022/08/19 0.01.5673

Anexo: contratos

RS/MJM

Secretaria Regional de Educação,
Ciência e Tecnologia
Gabinete do Secretário

ENTRADA

N.º: 6 458 22/08/2022
Proc.: 2.24.5.0

1/1







JPP

V

MAC DO VILHARINO & ASSOCIADOS

BANCO EFISA, S.A.

(AS ARRANGER AND AGENT)

AND

BANCA OPI, S.p.A

(AS ARRANGER AND LENDER)

AND

**MPE – MADEIRA PARQUES EMPRESARIAIS, SOCIEDADE GESTORA,
S.A.,**

**SDNM – SOCIEDADE DE DESENVOLVIMENTO DO NORTE DA
MADEIRA, S.A.,**

**PONTA DO OESTE – SOCIEDADE DE PROMOÇÃO E
DESENVOLVIMENTO DA ZONA OESTE DA MADEIRA, S.A.,**

SOCIEDADE DE DESENVOLVIMENTO DO PORTO SANTO, S.A.

AND

SOCIEDADE METROPOLITANA DE DESENVOLVIMENTO, S.A.

(AS BORROWERS)

LOAN FACILITY AGREEMENT

30 OCTOBER 2007

TABLE OF CONTENTS

1. Definitions.....	4
2. The facility	7
3. Purpose	7
4. Utilisation and conditions precedent	7
5. Interest.....	8
6. Default interest	8
7. Market disruption	9
8. Illegality	9
9. Increased costs.....	9
10. Repayment.....	10
11. Prepayment.....	10
12. Payments	11
13. Taxes	11
14. Representations and warranties	11
15. Covenants	14
16. Termination events and events of default.....	15
17. Acceleration	16
18. Indemnities	17
19. Appointment of the agent	17
20. Set-off.....	17
21. Fees, costs and expenses	18
22. Assignment and transfer	18
23. Calculations and evidence of debt.....	19
24. Remedies and waivers.....	19
25. Notices.....	19
26. Law and jurisdiction.....	21
27. Miscellaneous.....	21

LOAN FACILITY AGREEMENT

30/10/2007

Between:

Banco Efisa, S.A., a public limited liability company whose head office is at Avenida António Augusto de Aguiar, n.º 132, 4.º, Lisbon, with the share capital of EUR. 22,250,000.00, registered with the National Companies Registrar and the Commercial Registry Office of Lisbon under number 502.085.592, as arranger and agent (the "Arranger" and "Agent");

Banca OPI, S.p.A., a company incorporated under the laws of Italy whose head office is at Viale dell'Arte n.º 21, 00144 Rome, with the share capital of EUR. 500,000,000.00, registered at the Chamber of Commerce of Rome, under registry number 00429720584, taxpayer number 00889821005, member of INTESA SANPAOLO Banking Group and under the direction and co-ordination of its sole shareholder INTESA SANPAOLO S.p.A. (according to article 2497-bis of the Italian Civil Code), as arranger and lender (the "Arranger" and the "Lender");

MPE – Madeira Parques Empresariais, Sociedade Gestora, S.A., a public limited liability company whose head office is at Rua do Bispo n.º 16, 2.º andar - sala 24, with the share capital of EUR. 3,530,085.00, registered with the National Companies Registrar and the Commercial Registry Office of Funchal under number 511 201 419, as borrower ("MPE");

SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A., a public limited liability company whose head office is at Avenida Zarco - Edifício do Governo Regional, 3.º andar, with the share capital of EUR. 10,225,000.00, registered with the National Companies Registrar and the Commercial Registry Office of Funchal under number 511 200 889, as borrower ("SDNM");

Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A., a public limited liability company whose head office is at Avenida Zarco - Edifício do Governo Regional, 3.º andar, with the share capital of EUR. 500,000.00, registered with the National Companies Registrar and the Commercial Registry Office of Funchal under number 511 146 507, as borrower ("SDPO");

Sociedade de Desenvolvimento do Porto Santo, S.A., a public limited liability company whose head office is at Avenida Zarco - Edifício do Governo Regional, 3.º andar, with the share capital of EUR. 11,544,780.00, registered with the National Companies Registrar and the Commercial Registry Office of Funchal under number 511 131 879, as borrower ("SDPS"); and

Sociedade Metropolitana de Desenvolvimento, S.A., a public limited liability company whose head office is at Avenida Zarco - Edifício do Governo Regional, 3.º andar, with the share capital of EUR. 4,048,310.00, registered with the National Companies Registrar and the Commercial Registry Office of Funchal under number 511 201 427, as borrower ("SMD", together with MPE, SDNM, SDPO and SDPS the "Borrowers").

Whereas:

(A) The Borrowers intend to obtain funds to finance their future investments.

- (B) The Lender has agreed to make available to the Borrowers a term loan facility of up to Euros 125,000,000 (one hundred and twenty five million euros) subject to and upon the terms and conditions contained herein.
- (C) The Autonomous Region of Madeira has accepted to issue an unconditional, irrevocable and direct guarantee, covering the principal amount, the interests and any other amounts owed by the Borrowers under this agreement.

Now it is hereby agreed by the parties to enter into this loan facility agreement (the "Agreement"), whose terms and conditions are as follows:

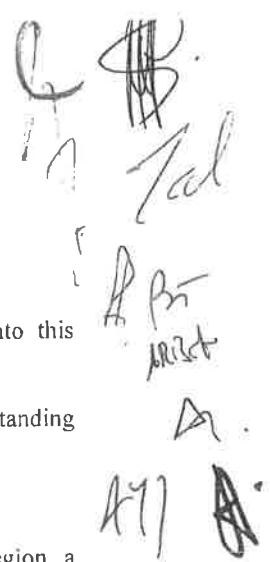
1. Definitions

The following expressions have the following meanings herein, unless the context otherwise requires:

- (a) "Agent" means Banco Efisa, S.A.;
- (b) "Arrangers" means Banco Efisa, S.A. and Banca OPI, S.p.A;
- (c) "Availability Period" means the period from the date of this Agreement up to and including the date falling three months after the Signing Date;
- (d) "Borrowers" means MPE, SDNM, SDPO, SDPS and SMD;
- (e) "Business Day" means any TARGET Day with exception to those which are a bank holiday in Lisbon;
- (f) "Civil Code" means the Portuguese Civil Code (*Código Civil*) approved by Law nr. 47344 of 25 November 1966, as amended;
- (g) "Code of Civil Procedure" means the Portuguese Code of Civil Procedure (*Código de Processo Civil*) approved by Law 44129 of 28 December 1961, as amended;
- (h) "Costs" means all costs, charges or expenses of whatsoever nature;
- (i) "Drawdown Date" means the date upon which the Loan is made by the Lender;
- (j) "Euro", "EUR" and "€" means the lawful currency for the time being in the Member-States of the European Union which have adopted it, including the Republic of Portugal, and in respect of all payments to be made hereunder in Euro means immediately available, freely transferable cleared funds;
- (k) "EURIBOR" or "Euribor" means the benchmark rate sponsored by the European Banking Federation together with the International Exchange Association which is determined by the average of the Euro interbank term deposit rates which are being offered on the Economic and Monetary Union between prime banks on an actual 360 (three hundred and sixty) days basis for a period equal to 6 (six) months, as published on the Reuters network screen, page EURIBOR01, and on Telerate page 248, or another that replaces them, at or about 10.00 a.m. Lisbon time on the Quotation Date;

Handwritten notes and signatures in the top right corner, including "Zal", "B", and "Alcrlr".

- (l) "Facility" means the term loan facility granted to the Borrowers pursuant to clause 2;
- (m) "Fee Letter" means the letter dated on or about the date of this Agreement signed by the Arrangers and the Borrowers;
- (n) "Finance Documents" means this Agreement, the Guarantee, the Fee Letter and any other document designated as such by the Arrangers and the Borrower;
- (o) "Grace Period" means the period of up to 10 (ten) years from the Drawdown Date;
- (p) "Guarantee" (*Aval*) means the first demand guarantee granted by the Region which has expressly waived the right to require the prior liquidation of the Borrowers' assets (*benefício de excussão prévia*) and unconditionally and irrevocably agreed to pay the Guaranteed Obligations, a draft of which is attached as Schedule 1;
- (q) "Guaranteed Obligations" means any obligations incurred in connection with the repayment of the Loan, the payment of interest and any additional amounts payable in respect of the guaranteed Loan;
- (r) "Region" means the Autonomous Region of Madeira;
- (s) "Indebtedness" means any obligation of any person from time to time (present or future, actual or contingent, as principal or surety or otherwise) for the payment or repayment of money including, but not limited to:
 - (i) Under loans, facilities, medium and long term bonds or other financial instruments, acceptances, bills, invoices, commercial paper, debentures or similar instruments having the commercial effect of a borrowing;
 - (ii) Under guarantees, indemnities and any other assurances against financial loss, any currency or interest rate swap, floor, cap or collar transaction or any similar derivative transaction;
 - (iii) In respect of the purchase, hire, lease of any asset or services or in respect of the sell or discount of receivables; and
 - (iv) Indebtedness of third parties secured by or benefiting from any Security Interest on the property of those persons, but excluding trade indebtedness incurred in the ordinary course of business up to EUR. 2,000,000.00 (two million euros) or its equivalent in other currencies;
- (t) "Insolvency Code" means the Portuguese Insolvency Code (*Código da Insolvência e da Recuperação de Empresas*), approved by Decree-Law nr. 200/2004, of 18 August 2004, as amended from time to time;
- (u) "Interest Payment Date" means each last day of an Interest Period;
- (v) "Interest Period" means in relation to the Loan each period for the calculation of interest in respect of the Loan ascertained in accordance with clause 5;
- (w) "Interest Rate" means, in relation to each Interest Period, the annual interest rate expressed as a percentage, as set out in clause 5;



- Apt
10134
A.
A77 A.

withheld pursuant to any regulation having the force of law (the expression "Taxation" shall be construed accordingly);

(ll) "Term of the Agreement" means the twenty fifth anniversary as from the Signing Date; and

(mm) "Termination Event" means any of those events set out in clause 16.2.

2. The facility

2.1. Subject to the terms and conditions of this Agreement, the Lender agrees to make available to the Borrowers a term loan facility in an aggregate amount up to EUR. 125,000,000 (one hundred and twenty five million euros) distributed among the Borrowers as follows:

- (a) MPE: EUR. 10,000,000 (ten million euros), corresponding to 8% of the Facility;
- (b) SDNM: EUR. 21,000,000 (twenty one million euros), corresponding to 16.8% of the Facility;
- (c) SDPO: EUR. 36,000,000 (thirty six million euros), corresponding to 28.8% of the Facility;
- (d) SDPS: EUR. 7,000,000 (seven million euros), corresponding to 5.6% of the Facility; and
- (e) SMD: EUR. 51,000,000 (fifty one million euros), corresponding to 40.8% of the Facility.

3. Purpose

- 3.1. The Borrowers shall apply all amounts advanced to them in or towards the future investments to be carried out by the Borrowers.
- 3.2. The Borrowers agree that they will use all amounts advanced to them strictly in accordance with this clause and that they will not use the whole or any part of the Loan in contravention of any applicable law.
- 3.3. Without prejudice to the obligations of the Borrowers under clauses 3.1 and 3.2, the Lender and the Arrangers shall not be under any obligation to concern itself with the application of the Loan.

4. Utilisation and conditions precedent

Except as otherwise provided herein, the Lender will, within the Availability Period, make the Loan by way of a single drawdown to the Borrowers up to their quotas as above specified in clause 2, on their request, if:

- (a) Not less than 5 (five) Business Days before the proposed date for the making of the Loan, the Agent (i) has confirmed to the Lender that all the conditions precedent and documents set out in Schedule 4 (which are in addition to the documents listed in Schedule 3) have been fulfilled and (ii) has received from the Borrowers a duly

signed Notice of Drawdown. The Notice of Drawdown shall be irrevocable and its receipt by the Agent shall oblige the Borrowers to drawdown the total amount of the Loan, subject to and upon the terms and conditions contained in that notice and in the Finance Documents. The Agent shall immediately communicate the Notice of Drawdown to the Lender;

- (b) The proposed date for the making of the Loan is a Business Day;
- (c) The drawdown is in an amount equal to the Loan; and
- (d) No Termination Event has occurred or might result from the making of the Loan and the representations and warranties set out in clause 14 are true and correct on the date of the Notice of Drawdown or the Lender agrees (notwithstanding any breach of representation or warranty) to the making of the Loan.

5. Interest

- 5.1. Each of the Borrowers shall pay interest on the Loan in respect of each Interest Period relating thereto on each Interest Payment Date at the rate per annum determined by the Lender to be the aggregate of EURIBOR and the Margin.
- 5.2. The Interest Periods in respect of the Agreement shall have the duration of 6 (six) months and the first Interest Period shall commence on the Drawdown Date.
- 5.3. In the event an Interest Period ends in a day which is not a Business Day, such Interest Period shall terminate in the following Business Day of that month or, if such day falls in the month after, in the Business Day immediately preceding such date.
- 5.4. In case an Interest Period ends after the Repayment Date, that Interest Period shall terminate on the Repayment Date.
- 5.5. The Agent shall inform the Lender, the Borrowers and the regional secretary responsible for the finances of the Region of the Interest Rate applicable to each of the Interest Periods until the beginning of such Interest Periods.

6. Default interest

- 6.1. If any of the Borrowers fails to pay any sum on its due date for payment hereunder, it shall pay interest on such sum from the due date up to the date of actual payment (as well as the interest payable in the event of a judicial proceeding) at the Interest Rate plus a default interest of 2% (two per cent).
- 6.2. Default interest under this clause shall be due and payable on the last day of each Interest Period determined by the Lender in accordance with this clause.
- 6.3. If, for the reasons specified in clause 7.1, the Agent and the Lender are unable to determine a rate in accordance with the foregoing provisions of this clause, interest on any sum not paid on its due date for payment shall be calculated with reference to a rate determined in accordance with clause 7.1 plus 2% (two per cent) per annum.

[Handwritten signatures and initials: "G", "B", "Jed", "RBS", "AHL", "M", "477", "A"]

7. Market disruption

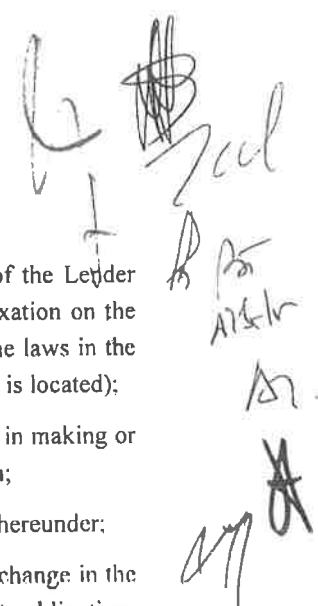
- 7.1. If, at or about 10:00 a.m. (Lisbon time) on the Quotation Date for an Interest Period in respect of the Loan, EURIBOR cannot be determined or, before the close of business in Lisbon, the Agent and the Lender determine that EURIBOR does not accurately reflect the cost to the Lender of obtaining such funds, the duration of that Interest Period shall be 1(one) month or, if less, such that it shall end on the Repayment Date in respect of the Loan, and the rate of interest applicable to the Loan from time to time during such Interest Period shall be the rate per annum determined by the Lender to be expressed as a percentage rate per annum of the cost to the Lender of funding the Loan from whatever sources it may reasonably select during such Interest Period.
- 7.2. If either of those events mentioned in clause 7.1 occurs, then the Lender shall notify the Borrowers and, within 5 (five) Business Days of such notification, the Lender and the Borrowers shall enter into negotiations with a view to agreeing a substitute basis for determining the rates of interest from time to time applicable to the Loan, upon which the Loan may be maintained (whether in Euros or some other currency) after the end of such Interest Period and any such substitute basis that is agreed shall take effect in accordance with its terms and shall be binding on each party hereto.
- 7.3. If the Lender and the Borrowers shall fail to agree on a substitute basis on or before the fourteenth day after notice is given to the Borrowers, then the rate determined by the Lender pursuant to this clause shall be final and binding on the Borrowers.

8. Illegality

If it is or becomes contrary to any law or regulation for the Lender to make the Loan or to fund the Loan, the Lender shall promptly notify the Borrowers whereupon the Lender's obligations to make the Facility available shall be terminated and, if the Loan has already been granted, the Borrowers shall be obliged to prepay the Loan, together with the accrued interests and the Costs borne by the Lender and/or the Arrangers, either forthwith or on a future specified date not being earlier than the latest date permitted by the relevant law or regulation.

9. Increased costs

- 9.1. The Lender shall notify the Borrowers, in writing, promptly upon it becoming aware of (i) any change in, or in the interpretation or application of, any law or regulation, either regional, national or supranational or the introduction of any law or regulation, either regional, national or supranational (including, without limitation, those relating to Taxation, capital adequacy, liquidity, reserve assets and special deposits) or (ii) a decision of any regulatory authority or court imposing a change or voiding any of the terms and conditions of this Agreement and the Borrowers shall, on demand made at any time, whether or not the Loan has been repaid, pay to the Lender the amount which the Lender specifies is required to compensate the Lender for such increased cost or reduced return, whenever such changes are to:



- 15
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525
 526
 527
 528
 529
 530
 531
 532
 533
 534
 535
 536
 537

10. Repayment

- 10.1. The Borrowers shall repay the Loan in 30 (thirty) semi-annual equal instalments, the first of which shall be due at the first Interest Payment Date after the end of the Grace Period and the last at the Term of the Agreement.
- 10.2. Any amount repaid may not be re-borrowed.
- 10.3. The Borrowers shall not be entitled to repay any part of the Loan otherwise than as specifically provided herein.

11. Prepayment

- 11.1. After the Grace Period, the Borrowers may, by giving not less than 15 (fifteen) Business Days' written notice to the Agent and the Lender, prepay the Loan without any penalty in whole or part (by a minimum amount of Euros 100,000,00 or any larger sum which is an integral multiple of Euros 100,000,00) provided that the prepayment is made on an Interest Payment Date. No amount prepaid may be re-borrowed.
- 11.2. Any prepayment hereunder shall be made together with:

- (a) Any accrued interest to the date of prepayment;
- (b) Any additional amount payable under clauses 9 and 13; and
- (c) All other sums payable by the Borrowers to the Lender hereunder, including, without limitation, any accrued fee payable and any other amounts payable under clause 18.

- 11.3. Any notice of prepayment given pursuant to hereto shall be irrevocable, shall specify the date upon which any such prepayment is to be made and the amount of such prepayment and shall oblige the Borrowers in such notice to make such prepayment on the specified date.

12. Payments

- 12.1. On each date on which the Agreement requires an amount to be paid by any of the Borrowers, the Borrowers shall make the same available to the Lender by payment in immediately available, freely transferable and cleared funds to such account as the Lender may notify to the Borrowers for this purpose.

13. Taxes

- 13.1. All payments due to be made by the Borrowers hereunder, whether of principal, interest or otherwise, shall be made without deduction or withholding for any Taxes.
- 13.2. Without prejudice to the above, in the event any of the Borrowers is required by any legal provision to deduct or withhold any Taxes on any amounts payable hereunder or the exemption granted by the Regional Secretary of Finance is declared invalid by any reason whatsoever, such Borrower shall pay to the Lender immediately or, if that is the case, on the relevant Interest Payment Date, together with any accrued interests which are payable on that date, such additional amount as is necessary to ensure that the net amount received by the Lender after the required deduction or withholding (including, without limitation, any required deduction or withholding on such additional amount) is equal to the amount that it would have received had no such deduction or withholding been made. Any additional amount paid under this clause shall be treated as agreed compensation and not as interest. The Borrowers will furnish the Lender, within 1 (one) month after the relevant payment is made, with an official receipt of the relevant taxation authorities evidencing the payment of any Taxes.

14. Representations and warranties

- 14.1. Each of the Borrowers represents and warrants to the Lender and the Arrangers that:
- (a) It was duly incorporated and is validly existing under the laws of Portugal and is fully qualified and empowered to own its assets and carry out its business;
 - (b) It has the capacity and the signatories have the power to enter into the Finance Documents and any other documents in connection therewith to which it is a party, to exercise its rights and perform its obligations thereunder

and has taken all necessary corporate and other action to authorise the execution, delivery and performance of the Finance Documents and any other documents referred to therein;

- (c) All acts, conditions, authorisations and other things required to be done, fulfilled and performed by it in order:
- (i) To enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in this Agreement;
 - (ii) To ensure that the obligations expressed to be assumed by it in this Agreement are legal, valid and binding; and
 - (iii) To ensure that the Agreement is admissible in evidence in Portugal, have been done, fulfilled and performed and are in full force and effect;
- (d) The obligations expressed to be assumed by it in this Agreement to which it is a party are legal and valid obligations binding on it in accordance with the terms of this Agreement;
- (e) The execution, delivery and performance of the Finance Documents do not and will not (i) violate any existing provision of any law, decree, regulation, ordinance or similar enactment that applies to it or any of its property, (ii) violate any decision or judgment of any court or other tribunal or regulatory authority or any arbitral award in each case binding on it or any of its property or (iii) violate, contravene, conflict with or result in a breach of any existing agreement or other instrument to which it is a party or which is binding on it or any of its property;
- (f) The obligations expressed to be assumed by the Region in accordance with the terms of the Guarantee are legal, valid, binding and enforceable obligations;
- (g) The rights of the Lender and of the Arrangers over the Borrowers and the Region shall be rank at least *pari passu* with other unsecured and unsubordinated rights of all other creditors of the Borrowers and the Region;
- (h) It has not taken any corporate action nor have any other steps been taken or legal proceedings been started or threatened against it for its winding-up, dissolution or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its revenues or assets;
- (i) No Termination Event is outstanding or might result from the making of the Loan, nor is any other event outstanding which constitutes (or with the giving of notice, lapse of time, determination of materiality or the fulfilment of any other applicable condition or any combination of the foregoing, might constitute) a default under any document which is binding on it, or on any of

[Handwritten signatures and initials: "B. Zed", "Por", "A.", "A", "147"]

its revenues or assets, to an extent or in a manner which might have a Material Adverse Effect in relation to it;

- (j) No encumbrance exists over all or any of the Borrowers' or the Guarantor's present or future revenues or assets other than the Permitted Security Interests;
- (k) It does not require the consent or approval of its obligations under this Agreement by any third parties and its entry into and performance thereof, and the transactions contemplated thereby will not:
 - (i) Constitute any breach of, or default under, any contractual, governmental or public obligation or limitation binding upon it;
 - (ii) Conflict with its constitutional documents; nor
 - (iii) Result in the creation or imposition of (or enforceability of) any Security Interest on the whole or any part of its undertaking or assets pursuant to the provisions of any agreement or documents other than the Finance Documents;
- (l) It will not be required to make any deduction or withholding from any payment to be made hereunder;
- (m) The Region will not be required to make any deduction or withholding from any payment to be made in connection with the Guarantee;
- (n) No action, arbitration or administrative proceeding of or before any court, tribunal or agency is current, pending or threatened which might, if adversely determined, have a Material Adverse Effect in relation to it;
- (o) All of the written information supplied by or on its behalf to the Lender or the Arrangers is true, complete and accurate in all material respects;
- (p) It may not claim, under the laws of Portugal and in connection with the Finance Documents, any right of immunity in respect of itself or with respect to its assets from any suit, execution or any kind of proceeding, except in the event the applicable law does not allow any court, judge or authority to grant any person the exercise of possession of any of its rights, funds or assets;
- (q) It is not deemed to be insolvent under the Insolvency Code; and
- (r) It is not aware of any facts or circumstances that have not been disclosed to the Arrangers or the Lender which might have a Material Adverse Effect in relation to it.

14.2. These representations and warranties shall be deemed to be repeated by each of the Borrowers on and as of the Drawdown Date and each Interest Payment Date as if made by reference to the facts and circumstances existing at that time.

15. Covenants

15.1. Each of the Borrowers undertakes with the Lender and the Arrangers that, from the date hereof and for so long as any amount is or may be outstanding, apart from the obligations of payment hereunder, it shall:

- (a) Obtain and maintain in full force and effect all authorisations required for the purposes of the Finance Documents and take all necessary action to ensure the enforceability of the Finance Documents;
- (b) Obtain and maintain all the authorisations necessary to ensure the exemption of the interest due hereunder from the Portuguese corporate income tax with the relevant Portuguese authorities;
- (c) Promptly upon becoming aware of them, deliver to the Lender details of any litigation, arbitration or administrative proceedings which are current, threatened or pending and which might, if adversely determined, have a Material Adverse Effect in relation to it;
- (d) Promptly inform the Agent and the Lender of the occurrence of any Termination Event and, upon receipt of a written request to that effect from the Agent or the Lender, confirm to the Agent and the Lender that, save as previously notified to the Agent and the Lender or as notified in that confirmation, no other Termination Event has occurred; and
- (e) To the fullest extent permitted by law and for the purposes of article 601 of the Civil Code not:
 - (i) Take or agree to take any action, including but not limited to transferring or creating any Security Interest without prior and written authorisation from the Lender; and
 - (ii) Merge or split-up, take any action or start any proceeding which may result in one of such events without prior and written authorisation from the Lender or sell its assets in breach of clause 15.5.

15.2. Each of the Borrowers further undertakes with the Agent and the Lender that, from the date hereof and for so long as any amount is or may be outstanding hereunder, it shall:

- (a) As soon as the same become available (and in any event within 180 (one hundred and eighty) days after the end of each financial year), deliver copies of its annual financial accounts to the Lender and to the Agent; and
- (b) At the same time as it sends the same to its shareholders, deliver to the Lender and to the Agent a copy of any circular, document or other written information sent to its shareholders in their capacity as shareholder.

15.3. Each of the Borrowers shall ensure that their obligations under this Agreement do and will rank *pari passu* with all their present and future unsecured obligations, except for those which are preferred by law.

15.4. Each of the Borrowers undertakes that it shall not create or permit to exist any security interest upon or with respect to any of its assets as applicable to secure Indebtedness of any person except for Permitted Security Interest.

15.5. To the fullest extent permitted by law and for the purposes of article 601 of the Civil Code, each of the Borrowers shall not, either in a single transaction or in a series of transactions, whether related or not, whether voluntary or involuntary, sell, transfer, grant or lease or otherwise dispose of all or any part of their assets which represent a value equal or higher than EUR. 10,000,000.00 (ten million euros), without prior and written authorisation from the Lender.

16. Termination events and events of default

16.1. For the purpose of this Agreement, each of the following events is an Event of Default:

- (a) Any of the Borrowers fails to pay in full on the due date any sum due from it hereunder in the currency and in the manner specified herein; or
- (b) Any of the Borrowers fails to duly perform or comply with any other obligation assumed by it under or pursuant to this Agreement.

16.2. Each of the following events is a Termination Event:

- (a) An Event of Default (as described in clause 16.1);
- (b) Any representation or warranty made or deemed to be made by the Borrowers under this Agreement (or in any notice or other document, certificate or statement delivered by it pursuant thereto or in connection therewith) is or proves to have been incorrect or misleading when made or deemed to be made;
- (c) Any of its Indebtedness is not paid when due, is declared to be due or otherwise becomes due and payable before its specified maturity or any of its creditors become entitled to declare any Indebtedness due and payable before its specified maturity;
- (d) Any of the Borrowers is deemed unable to pay its debts as they fall due, admits its inability to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness, or makes a general assignment for the benefit of, or a composition with, its creditors;
- (e) Any of the Borrowers takes any corporate action or other steps are taken or legal proceedings are started for its winding-up, dissolution or re-organisation (including, without limitation, any voluntary or involuntary proceedings for winding-up or liquidation) or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it;
- (f) At any time any act, condition or thing required to be done, fulfilled or performed in order to (i) enable the Borrowers lawfully to enter into, exercise

its rights under and perform the obligations expressed to be assumed by it in the Finance Documents, (ii) ensure that the obligations expressed to be assumed by each of the Borrowers under the Finance Documents are legal, valid and binding or (iii) make the Finance Documents admissible in evidence in Portugal is not done, fulfilled or performed;

- (g) Any circumstances arise which would or may have a Material Adverse Effect on the ability of the Borrowers and/or the Region to perform or comply with their obligations under the Finance Documents;
- (h) Distress is executed against, or an encumbrance takes possession of the whole or any part of the property, undertaking, revenues or assets of any of the Borrowers;
- (i) Any of the Borrowers ceases to carry on the business it carries on at the date hereof or enters into any new or unrelated business;
- (j) It becomes unlawful for any of the Borrowers to comply with or perform all or any part of its obligations under this Agreement or any obligations of any of the Borrowers under this Agreement ceases to be or is not as of the date of this Agreement legal, valid and enforceable;
- (k) It becomes unlawful for the Region to comply with or perform all or any part of its obligations under the Guarantee or the Guarantee is revoked or changed or its validity or enforceability is contested by any of the Borrowers, the Region or by any court or any regional, national or supra-national public authority;
- (l) Any law is enacted or other event occurs which has the effect of limiting or preventing the compliance of the obligations of the Region under the Guarantee or which, by any way, affect its validity or enforceability;
- (m) The Guarantee is deemed to create an unlawful State aid according to article 87 of the European Union Treaty;
- (n) The Borrowers breach any obligations established under the applicable laws, regulations, government acts or contracts and such default has a Material Adverse Effect in relation to it; or
- (o) Any circumstances arise which in the opinion of the Lender give grounds for belief that any of the Borrowers or the Region may not (or may be unable to) perform, or comply with, their obligations under the Finance Documents.

17. Acceleration

On and at any time after the occurrence of a Termination Event, the Lender in its absolute discretion may by written notice to the Borrowers:

- (a) Declare the Loan to be immediately due and payable, fully or partially, together with all accrued interest thereon and any other sums then owed by the Borrowers under

this Agreement and, upon that declaration, such sums shall become immediately due and payable without demand or notice of any kind; and/or

- (b) Declare any amounts borrowed under the Finance Documents to be due and payable on demand of the Lender.

18. Indemnities

18.1. The Borrowers shall indemnify the Lender and/or the Arrangers against any loss (including loss of profit) or expense incurred by it as a consequence of:

- (a) Any default in repayment of the Loan or any part thereof or payment of interest accrued thereon or any other amount payable hereunder on the due date; and/or
- (b) The occurrence of any Termination Event, including, without limitation, as a consequence of any default of the Borrowers; and/or
- (c) The Loan not being made for any reason (excluding any default by the Lender after a Notice of Drawdown has been given pursuant to clause 4) including, in any such case, but not limited to, any loss or expense sustained or incurred in maintaining or funding the Loan or any part thereof; and/or
- (d) The termination of any transactions entered into with any third parties in connection with this Agreement including, but not limited to, any expenses resulting from the termination of any risk hedging instruments.

18.2. The certificates submitted by the Lender and/or the Arrangers as to the amount of the loss or expense shall be conclusive.

19. Appointment of the agent

19.1. The Lender hereby appoints the Agent to act as its agent under and in connection with this Agreement.

19.2. The Lender authorises the Agent to exercise (on its behalf and for its account) the rights, powers, authorities and discretions specifically given to the Agent under this Agreement together with any other incidental rights, powers, authorities and discretions.

19.3. The Agent's duties under the Agreement are solely mechanical and administrative in nature.

20. Set-off

Each of the Borrowers agrees that the Lender may at any time without notice or further demand and without any other restriction whatsoever, combine or consolidate all or any of its then existing accounts wherever situated and any accounts in the name of the Lender or of the Borrowers jointly with others and set-off or transfer any sum standing to the credit.

21. Fees, costs and expenses

- 21.1. The Borrowers shall pay to the Arrangers on the Drawdown Date or, if earlier, no later than 30 days after the Signing Date, the arrangement fee and expenses in the amounts and to the accounts for payment set out in the relevant Fee Letter.
- 21.2. The Borrowers shall, from time to time on demand of the Arranger and/or the Lender, forthwith reimburse the Arrangers and/or the Lender for the amount of all Costs incurred by them in connection with the negotiation, preparation and execution of this Agreement and the completion of the transactions contemplated thereby, including, without limitation, the fees of the legal advisers to the Arrangers and the Lender up to a maximum of EUR. 15,000 (fifteen thousand euros) (plus any applicable value added tax).
- 21.3. The Borrowers shall, from time to time on demand of the Arrangers and/or the Lender, forthwith reimburse the Arrangers and/or the Lender for the amount of all Costs incurred in or in connection with the preservation and/or enforcement of any of the rights of the Arrangers and/or the Lender under this Agreement.
- 21.4. The Borrowers shall pay, in addition to any accrued interests and other payable expenses, all stamp, documentary, registration and other like duties or taxes to which this Agreement, or any judgment given in connection herewith is or at any time may be subject and shall, from time to time, forthwith indemnify the Arrangers and/or the Lender against any liabilities and Costs, resulting from any failure to pay or any delay in paying any such amounts.

22. Assignment and transfer

- 22.1. The Borrowers may not assign or transfer all or any of their rights, benefits and obligations hereunder, without the prior and written consent of the Lender.
- 22.2. The Lender may at any time assign or transfer all or any of its rights, benefits and/or obligations hereunder, including without limitation the benefit of the Guarantee. In case of partial assignment, the obligations of the Lender and of the assignee/s will be several and the failure by the Lender or by the assignee/s to perform its/their obligations shall not affect the obligations of the Borrowers towards any other party hereto nor shall any such other party be liable for the failure by the Lender and/or by the assignee/s to perform its/their obligations.
- 22.3. The Finance Documents shall be binding upon each party hereto and its lawful successors and assignees.
- 22.4. The Lender may disclose to any person with whom it is proposing to enter into (or has entered into) any kind of assignment or transfer in relation hereto any information concerning the Borrowers and the Region as the Lender may in its discretion think fit.

Handwritten signatures and initials:
Top right: *QV*, *Tad*
Below: *u*, *AB*
Below: *By*, *Almeida*
Below: *Dr.*
Bottom right: *77*, *A*

23. Calculations and evidence of debt

- 23.1. Interest and any other payments of a periodic nature hereunder shall accrue from day to day and be calculated on the basis of the actual number of days elapsed and a 360 (three hundred and sixty) days year.
- 23.2. The Lender shall maintain accounts evidencing the amounts from time to time lent by and owing to it hereunder.
- 23.3. The Lender shall maintain on its books a control account or accounts in which shall be recorded:
- (a) The amount of the Loan made or arising hereunder;
 - (b) The amount of all principal, interest and other sums due or to become due from the Borrowers to the Lender hereunder; and
 - (c) The amount of any sum received or recovered by the Lender hereunder.
- 23.4. In any legal action or proceeding arising out of, or in connection with the Finance Documents, the entries made in the accounts maintained pursuant to this clause shall, in the absence of manifest error, be conclusive for the purposes hereof and prima facie evidence of the matters to which they relate.
- 23.5. In any legal action or proceeding arising out of, or in connection with the Finance Documents, any certificate of the Lender as to (i) the amount by which a sum payable to it hereunder is to be increased under clauses 9 and 13 or (ii) the amount for the time being required to indemnify it against any such cost or liability as is mentioned in clauses 18 and 21 shall, in the absence of manifest error, be conclusive for the purposes hereof and prima facie evidence of the matters to which they relate.
- 23.6. For the purposes of article 46 and following of the Code of Civil Procedure, the Borrowers hereby acknowledge and accept to owe the Loan and any interests outstanding at any such date as the Lender may bring any legal action to enforce this Agreement.

24. Remedies and waivers

No failure, delay or other relaxation or indulgence on the part of the Lender to exercise any power, right or remedy hereunder or at law shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any such power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

25. Notices

- 25.1. All notices, demands or other communications under or in connection herewith may be given in writing to the following addresses:
- (a) Banco Efisa, S.A.
Att: Ms. Ana Almeida

Address: Avenida António Augusto de Aguiar, 132, 4º – 1050-020 Lisboa
(Portugal)

Fax: +351 21 3117906

Electronic Mail: ana.m.almeida@bancoefisa.pt

(b) Banca OPI, S.p.A.

Att: Mr. Carlo Tapparelli

Address: Viale dell'Arte no. 21 – 00144 Rome (Italy)

Fax: +39 6 59593187

Electronic Mail: carlo.tapparelli@bancaopi.it

(c) MPE – Madeira Parques Empresariais, Sociedade Gestora, S.A.

Att: Mr. Ricardo Jorge Santana Morna Jardim

Address: Rua do Bispo n.º 16, 2.º andar - sala 24 - 9000-073 Funchal

Fax: +351 291 214323

Electronic Mail: mpe@mpe.pt

(d) SDNM – Sociedade de Desenvolvimento do Norte da Madeira, S.A.

Att: Rui Adriano Ferreira de Freitas

Address: Avenida Zarco, Edifício do Governo Regional, 3.º andar - 9004-527
Funchal

Fax: +351 291 280149

Electronic Mail: sdnorte@sdnorte.com.pt

(e) Ponta do Oeste – Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.

Att: Paulo Jorge Fernandes de Sousa

Address: Avenida Zarco, Edifício do Governo Regional, 3.º andar - 9004-527
Funchal

Fax: +351 291 200069

Electronic Mail: pontadooeste@netmadeira.com

(f) Sociedade de Desenvolvimento do Porto Santo, S.A.

Att: Francisco António Caldas Taboada

Address: Avenida Zarco, Edifício do Governo Regional, 3.º andar - 9004-527
Funchal

Fax: +351 291 231990

Electronic Mail: sdps@netmadeira.com

(g) Sociedade Metropolitana de Desenvolvimento, S.A.

Att: Pedro José da Veiga França Ferreira

Address: Avenida Zarco, Edifício do Governo Regional, 3.º andar - 9004-527
Funchal

Fax: +351 291 282076

Electronic Mail: geral@metropolitana.com.pt

25.2. Any such communication will be deemed to be given as follows:

- (a) If personally delivered, at the time of delivery;
- (b) If by registered letter, at the time of delivery; and
- (c) If facsimile transmission or electronic mail, during the business hours of the addressee, on the day of transmission, otherwise on the following Business Day.

25.3. In providing such service it shall be sufficient to prove that personal delivery was made or that the deliver receipt was properly signed or, in the case of facsimile transmission or electronic mail, that a confirming hard copy was provided promptly after transmission or a delivery receipt was obtained after the e-mail was sent.

25.4. Each party shall promptly notify the other party of any change in any of the above mentioned details.

26. Law and jurisdiction

This Agreement shall be governed by and construed in accordance with Portuguese law. The court of Lisbon shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

27. Miscellaneous

27.1. Each of the provisions hereof is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

27.2. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same Agreement.

27.3. Any stamp tax due in connection with the Finance Documents shall be paid by the Borrowers pursuant to the provisions of Law 150/99, of 11 September, as amended.

Executed in Funchal, on 30 October 2007

B
417

Banco Efisa, S.A.



Maria Alexandra Rebelo

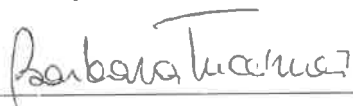
Attorney acting under a power of attorney



Ana Maria Guerreiro de Almeida

Attorney acting under a power of attorney

Banca OPI, S.p.A



Barbara Tuccimei

Attorney acting under a power of attorney

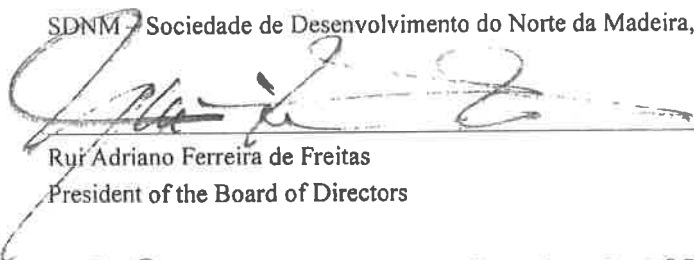
MPE – Madeira Parques Empresariais, Sociedade Gestora, S.A.



Ricardo Jorge Santana Morna Jardim

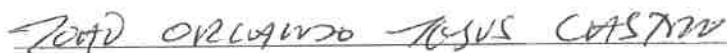
President of the Board of Directors

SDNM – Sociedade de Desenvolvimento do Norte da Madeira, S.A.



Rui Adriano Ferreira de Freitas

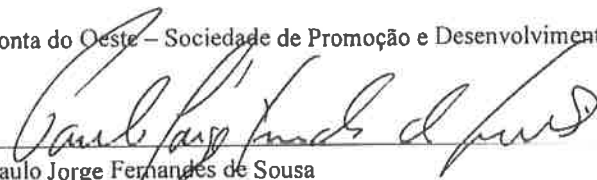
President of the Board of Directors



João Orlando de Jesus Castro

Member of the Board of Directors

Ponta do Oeste – Sociedade de Promoção e Desenvolvimento da Zona Oeste Da Madeira, S.A.



Paulo Jorge Fernandes de Sousa

President of the Board of Directors



Sociedade de Desenvolvimento do Porto Santo, S.A.

Francisco António Caldas Taboada

President of the Board of Directors

Sociedade Metropolitana de Desenvolvimento, S.A

Pedro José da Veiga França Ferreira

President of the Board of Directors

SCHEDULE 1
Draft Guarantee

The Regional Secretary of Planning and Finance, under the Regional Legal Decree no. 24/2002/M, of 23 December 2002, as amended and republished by Regional Legal Decree no. 19/2005/M of 24 November 2005 and Resolution no. [•]/2007, published on the Official Gazette, no. [•], of [•], and considering article 11 of the Budget of the Autonomous Region of Madeira for the year 2007, approved by the Regional Legal Decree no. 3/2007/M, of 9 January, hereby grants a first demand guarantee (*aval*) of the Autonomous Region of Madeira in favour of Banco Efisa, S.A., as arranger and agent, and Banca OPI, S.p.A., as arranger and lender, whereby it guarantees as guarantor (hereinafter the "Region"), being liable under this guarantee as if it were the sole principal debtor (*principal pagador*), waiving the right to require the prior liquidation of the Borrowers' assets (*benefício de excussão prévia*), unconditionally and irrevocably, the duly performance of each and every obligation of repayment and interest payment and any other obligations or expenses incurred by the Borrowers in connection with the loan facility agreement (hereinafter the "Agreement") entered under the following conditions:

(1) Lender

Banca OPI S.p.A..

(2) Arrangers

Banco Efisa, S.A. and Banca OPI, S.p.A..

(3) Agent

Banco Efisa, S.A.

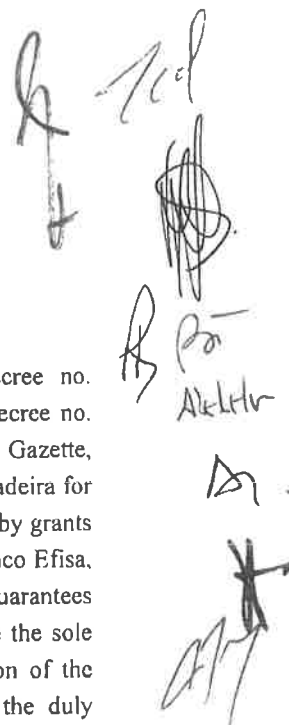
(4) Borrowers

- (a) MPE – Madeira Parques Empresariais, Sociedade Gestora, S.A.;
- (b) SDNM – Sociedade de Desenvolvimento do Norte da Madeira, S.A.;
- (c) SDPO - Ponta do Oeste – Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.;
- (d) SDPS - Sociedade de Desenvolvimento do Porto Santo, S.A.; and
- (e) SMD - Sociedade Metropolitana de Desenvolvimento, S.A..

(5) Maximum amount of the loan facility

EUR. 125,000,000.00 (one hundred and twenty five million euros), distributed among the Borrowers as follows:

- (a) MPE – Madeira Parques Empresariais, Sociedade Gestora, S.A.: EUR. 10,000,000 (ten million euros);



- (b) SDNM – Sociedade de Desenvolvimento do Norte da Madeira, S.A.: EUR. 21,000,000 (twenty one million euros);
- (c) SDPO - Ponta do Oeste – Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.: EUR. 36,000,000 (thirty six million euros);
- (d) SDPS - Sociedade de Desenvolvimento do Porto Santo, S.A.: EUR. 7,000,000 (seven million euros); and
- (e) SMD - Sociedade Metropolitana de Desenvolvimento, S.A.: EUR. 51,000,000 (fifty one million euros).
- (6) **Purpose**
- Funding investments to be carried out by the Borrowers.
- (7) **Grace Period**
- 10 (ten years) as of the Drawdown Date.
- (8) **Repayment**
- 30 (thirty) semi-annual equal instalments, the first of which after the end of the Grace Period, and the last at the Term of the Agreement.
- (9) **Currency**
- Euro.
- (10) **Interest rate**
- EURIBOR 6 (six) months published 2 (two) Business Days before the beginning of the Interest Period plus a margin of 0.07% (zero point zero seven per cent) per annum.
- (11) **Term**
- 25 (twenty five) years after the Signing Date.
- (12) **Taxes**
- All payments due to be made by the Borrowers and, in case of their default, by the Region shall be made without deduction or withholding for any Taxes.
- (13) **Guarantee**
- First demand, unconditional and irrevocable guarantee of the Autonomous Region of Madeira (*Aval*).
- (14) **No-immunity of the guarantee**
- The execution by the Region of this Guarantee constitutes and the exercise of its rights and performance of its obligations under this Guarantee will constitute private and commercial acts done and performed for private and commercial purposes.

h
cel
[Signature]
[Signature]
Per
AZG/v
[Signature]
[Signature]



The Region will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in relation to the Guarantee.

(15) Transfers and assignments

This Guarantee shall benefit and bind the Lender, its assignees, its transferees and the respective successors in title. Any reference in this Guarantee to the Lender shall be construed accordingly. The Region consents to any assignment, transfer and novation under the Agreement, in compliance with the terms of the Agreement.

In witness whereof this Guarantee certificate has been executed and authenticated with the white stamp of the Regional Secretary.

Made in Funchal on the [•] day of [•] of 2007

[Signature]

[The Regional Secretary of Planning and Finance]

[Name]

Handwritten signatures and initials on the right margin, including "7cd", "P. P. P.", "A. B. B.", and "A. B. B.".



SCHEDULE 2
Notice of Drawdown

Banco Efisa, S.A.
Av. António Augusto de Aguiar, n.º 132, 4.º
1050 – 020 Lisboa
Portugal

Banca OPI, S.p.A.
Viale dell'Arte no. 21
00144 Rome
Italy

Lisbon, [•] [•] 2007

Dear Sirs,

Re: €125,000,000 loan facility agreement

We refer to a €125,000,000 loan facility agreement dated 30 October 2007 and made between Banco Efisa, S.A. as the Arranger and the Agent, Banca OPI, S.p.A, as the Arranger and the Lender, and MPE – Madeira Parques Empresariais, Sociedade Gestora, S.A., SDNM – Sociedade de Desenvolvimento do Norte da Madeira, S.A., Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A., Sociedade de Desenvolvimento do Porto Santo, S.A. and Sociedade Metropolitana de Desenvolvimento, S.A., as the Borrowers (the "Agreement"). Words and expression defined in the Agreement shall have the same meaning when used herein, unless the context otherwise requires.

We hereby give you notice that, pursuant to clause 4 of the Agreement, on [date of proposed Loan], we wish to draw the Loan in the amount of the EUR. 125,000,000.00 (one hundred and twenty five million euros), subject to and upon the terms and conditions contained in the Agreement.

The Loan should be credited to the following accounts:

- (a) MPE: IBAN PT50 0033 0000 45343091157 05, with Millennium BCP;
- (b) SDNM: IBAN PT50 0038 0001 218795367716 9, with Banif;
- (c) SDPO: IBAN PT50 0033 0000 453431284050 5, with Millennium BCP;
- (d) SDPS: IBAN PT50 0007 0000 0035 38948982 3, with Banco Espírito Santo; and
- (e) SMD: IBAN PT50 0038 0001 2151 9786771 36, with Banif.

We confirm that at the date hereof the representations and warranties set out in clause 14 of the Agreement are true and no Termination Event has occurred or might result from the making of the Loan.

[Handwritten signatures and initials in the top right corner, including 'Ted', 'B', '35', 'AKU', and others.]



For the purposes of articles 46 *et seq* of the Portuguese Code of Civil Procedure (*Código de Processo Civil*), the Borrowers hereby acknowledge and accept to owe the Loan and any interests outstanding at any such date as the Lender may bring any legal action to enforce the Agreement.

Yours faithfully,

MPE – Madeira Parques Empresariais, Sociedade Gestora, S.A.

By: _____
Ricardo Jorge Santana Morna Jardim
President of the Board of Directors

SDNM – Sociedade de Desenvolvimento do Norte da Madeira, S.A.

By: _____
Rui Adriano Ferreira de Freitas
President of the Board of Directors

By: _____
João Orlando de Jesus Castro
Member of the Board of Directors

Ponta do Oeste – Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.

By: _____
Paulo Jorge Fernandes de Sousa
President of the Board of Directors

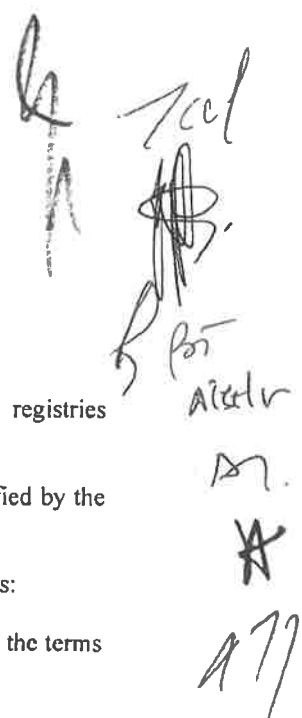
Sociedade de Desenvolvimento do Porto Santo, S.A.

By: _____
Francisco António Caldas Taboada
President of the Board of Directors

Sociedade Metropolitana de Desenvolvimento, S.A

By: _____
Pedro José da Veiga França Ferreira
President of the Board of Directors

[Handwritten signatures and initials in the right margin:]
Three signatures at the top.
Below them, the initials "A11".
Below that, the signature "Zal".
At the bottom, the initials "Pon", "Altr", and "A1".



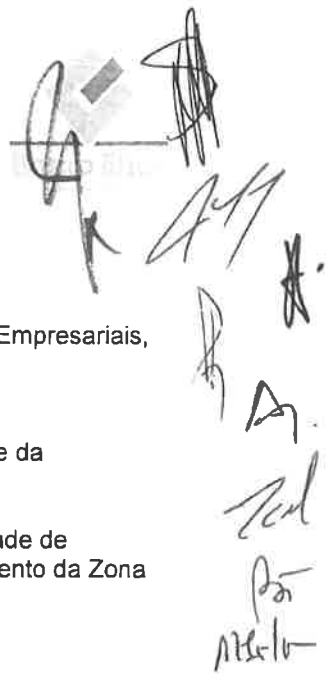
List of Documents delivered before the Execution of the Agreement

- 3.1 A certificate of registration of each of the Borrowers containing all the registries (*inscrições*) made to date.
- 3.2 An up-to-date copy of the articles of association of each of the Borrowers certified by the relevant commercial registry office.
- 3.3 A certified copy of a resolution of the Board of Directors of each of the Borrowers:
 - (a) Approving the execution, delivery and performance of the Agreement and the terms and conditions hereof and any other finance documents;
 - (b) Authorising a specified person or persons to sign the Agreement and any finance document to be delivered by each of the Borrowers pursuant hereto; and
 - (c) Authorising a specified person or persons to sign and/or deliver other documents provided under the Agreement.
- 3.4 A certified copy of the audited financial accounts of each of the Borrowers for the financial year ending 31 December 2005.
- 3.5 A certificate issued by two directors or an authorised signatory of each of the Borrowers:
 - (a) Certifying that each document relating to it specified in paragraphs 3.1. to 3.4. of this Schedule which was delivered by such Borrower is true, correct, up-to-date and in full force and effect as at a date no earlier than the date of this Agreement;
 - (b) Setting out the names and signatures of the persons authorised to sign, on behalf of each of the Borrowers, this Agreement and any other finance documents to be delivered by each of the Borrowers pursuant hereto; and
 - (c) Confirming that borrowing the Loan would not cause any borrowing limits to be exceeded.

SCHEDULE 4
Conditions Precedent

- 4.1. Application to the Regional Secretary of Finance by the Borrowers for the granting of exemption from Portuguese corporate income tax pursuant to article 27 of the Tax Benefits Statute.
- 4.2. Two Guarantee certificates issued by the Region substantially in the form set out in Schedule 1.
- 4.3. A copy of the resolution of the Region approving the Guarantee and confirming that (i) the Guarantee is within the limits established in article 11 of the Regional Legal Decree 3/2007/M, which approved the Budget of the Autonomous Region of Madeira for the year 2007 and that (ii) the Guarantee is not subject to any approval from the European Commission or, alternatively, that such approval has been obtained.
- 4.4. A copy of any other authorisation or other document, opinion or assurance which the Arranger and/or the Lender consider to be necessary (if it has notified the Borrowers accordingly) in connection with the entry into and performance of the transactions contemplated by any finance documents or for the validity and enforceability of any finance documents.
- 4.5. A legal opinion of Macedo Vitorino & Associados, legal advisers to the Arrangers and the Lender as to Portuguese Law in relation to: (i) capacity, power and authority of the Borrowers and the Region to execute and deliver the Finance Documents and (ii) legality, validity, effectiveness and enforceability of the Finance Documents.

Handwritten notes and signatures:
4.1. *Carl*
4.2. *BS*
4.3. *ARSL*
4.4. *An.*
4.5. *A.*
MM



SMD – Sociedade Metropolitana de Desenvolvimento, S.A.

 $\frac{1}{4}$



[Handwritten signatures and initials]

The Arranger Fee shall be split between the Arrangers as follows:

- (a) EUR 51.000 (fifty one thousand Euros), to Banco Efisa, S.A.; and
- (b) EUR 34.000 (thirty four thousand Euros), to Banca OPI, S.p.A..

The Arranger Fee shall be split among the Madeira development societies as follows:

	Arranger Fee
Sociedade Metropolitana de Desenvolvimento, S.A.	34.680,00 €
Madeira Parques Empresariais, S.A.	6.800,00 €
Sociedade de Desenvolvimento do Norte da Madeira, S.A.	14.280,00 €
Sociedade de Promoção e Desenvolvimento Zona Oeste da Madeira, S.A.	24.480,00 €
Sociedade de Desenvolvimento do Porto Santo, S.A.	4.760,00 €
	85.000,00 €

The Arranger Fee shall be paid on the drawdown date or, if earlier, no later than 30 days after the signing of the Loan Facility Agreement and may be done through the funds drawdown according to the Loan Facility Agreement and in the terms therein defined.

Moreover, the fees of the legal advisers to the Arrangers, plus any applicable value added tax, shall be split among the Madeira development societies as follows:

	Legal Fee
Sociedade Metropolitana de Desenvolvimento, S.A.	6.120,00 €
Madeira Parques Empresariais, S.A.	1.200,00 €
Sociedade de Desenvolvimento do Norte da Madeira, S.A.	2.520,00 €
Sociedade de Promoção e Desenvolvimento Zona Oeste da Madeira, S.A.	4.320,00 €
Sociedade de Desenvolvimento do Porto Santo, S.A.	840,00 €
	15.000,00 €

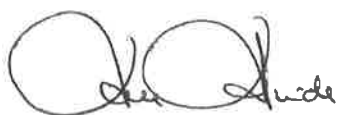
The legal fees shall be paid on the drawdown date or, if earlier, no later than 30 days after the signing of the Loan Facility Agreement.

The payments due to be made by the Borrowers by virtue of this letter shall be made without deduction or withholding for any taxes, charges and levies.

Without prejudice to the above, in the event any of the Borrowers is required by any legal provision to deduct or withhold any taxes, charges and levies on the amounts payable hereunder, such Borrower shall pay to Banco Efisa, S.A. and Banca OPI S.p.A., proportionally to their fee quotas, such additional amount as it is necessary to ensure that the net amount received by Banco Efisa, S.A. and Banca OPI S.p.A. after the required deduction or withholding is equal to the amount that they would have received had no such deduction or withholding been made. The Borrowers will furnish Banco Efisa, S.A. and Banca OPI S.p.A., within 1 (one) month after the relevant payment is made, with an official receipt of the relevant authorities evidencing the payment of any taxes, charges and levies.

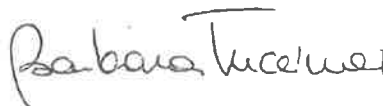
We would appreciate if you could please confirm your agreement to the payment of the above mentioned amounts, by signing this letter and returning a copy to Banco Efisa, S.A. and Banca OPI, S.p.A.

Please accept our kindest regards,



Banco Efisa, S.A.

Alexandre Silva

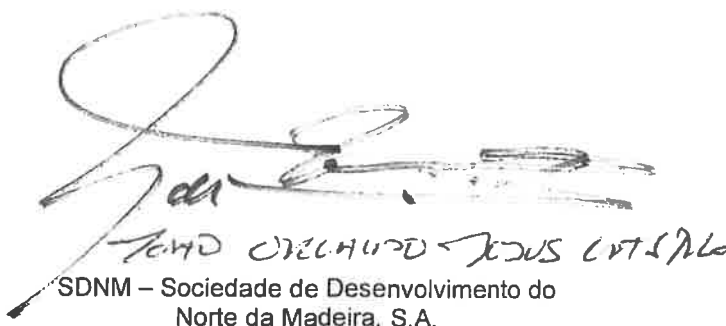


Banca OPI, S.p.A.

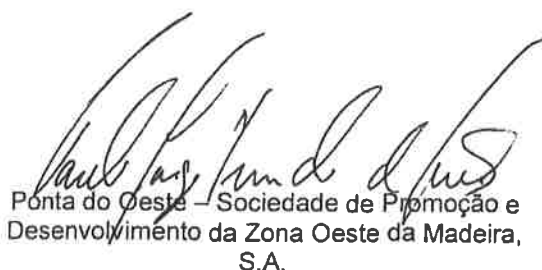
We hereby acknowledge the reception of this letter and give our agreement to the above mentioned conditions:



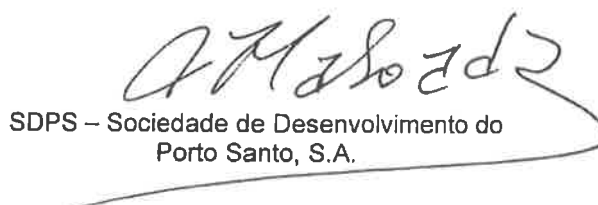
MPE – Madeira Parques Empresariais,
Sociedade Gestora, S.A.



SDNM – Sociedade de Desenvolvimento do
Norte da Madeira, S.A.



Ponta do Oeste – Sociedade de Promoção e
Desenvolvimento da Zona Oeste da Madeira,
S.A.



SDPS – Sociedade de Desenvolvimento do
Porto Santo, S.A.



MACEDO VITORINO & ASSOCIADOS
Sociedade de Advogados, RL

Handwritten signatures and initials in the top right corner, including "And", "201", "H", "Macedo Vitorino", "LP", "P", and "F. J. J. J."

BANCO EFISA, S.A.

(AS ARRANGER AND AGENT)

AND

BANCA INFRASTRUTTURE INNOVAZIONE E SVILUPPO S.P.A.

(AS ARRANGER AND LENDER)

AND

**MPE – MADEIRA PARQUES EMPRESARIAIS, SOCIEDADE GESTORA,
S.A.,**

**SDNM – SOCIEDADE DE DESENVOLVIMENTO DO NORTE DA
MADEIRA, S.A.,**

**PONTA DO OESTE – SOCIEDADE DE PROMOÇÃO E
DESENVOLVIMENTO DA ZONA OESTE DA MADEIRA, S.A.,**

SOCIEDADE DE DESENVOLVIMENTO DO PORTO SANTO, S.A.

AND

SOCIEDADE METROPOLITANA DE DESENVOLVIMENTO, S.A.

(AS BORROWERS)

FIRST AMENDMENT TO LOAN FACILITY AGREEMENT

13 May 2011



2d
1/1

TABLE OF CONTENTS

1. Definitions 3

2. Scope 3

3. Amendments 3

4. Conditions precedent 5

5. Representations and warranties 5

6. Effective date 5

7. Miscellaneous 6

6
1/1
LN
Feb

FIRST AMENDMENT TO LOAN FACILITY AGREEMENT
13/05/2011

Between:

Banco Efisa, S.A., a public limited liability company whose head office is at Avenida António Augusto de Aguiar, n.º 132, 4.º, Lisbon, with the share capital of EUR. 25,500,000.00, registered with the National Companies Registrar and the Commercial Registry Office of Lisbon under number 502.085.592, as arranger and agent ("Banco Efisa", the "Arranger" and "Agent");

Banca Infrastrutture Innovazione e Sviluppo, S.p.A. (which succed to Banca OPI, S.p.A.), a company incorporated under the laws of Italy, whose registered office is at Via del Corso, no. 226, 00186 Roma, with the share capital of €346,300,000.00, registered at the Commercial Registry Office of Rome, under number 08445111001, and being a part of INTESA SANPAOLO Banking Group and under the direction and co-ordination of its sole shareholder INTESA SANPAOLO S.p.A. (according to article 2497-bis of the Italian Civil Code), as arranger and lender ("BIIS", the "Arranger" and the "Lender");

MPE – Madeira Parques Empresariais, Sociedade Gestora, S.A., a public limited liability company whose head office is at Rua do Bispo, n.º 16, 2.º andar - sala 24, with the share capital of EUR. 4,711,585.00, registered with the National Companies Registrar and the Commercial Registry Office of Funchal under number 511 201 419, as borrower ("MPE");

SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A., a public limited liability company whose head office is at Avenida Zarco - Edifício do Governo Regional, 3.º andar, with the share capital of EUR. 10,225,000.00, registered with the National Companies Registrar and the Commercial Registry Office of Funchal under number 511 200 889, as borrower ("SDNM");

Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A., a public limited liability company whose head office is at Avenida Zarco - Edifício do Governo Regional, 3.º andar, with the share capital of EUR. 500,000.00, registered with the National Companies Registrar and the Commercial Registry Office of Funchal under number 511 146 507, as borrower ("SDPO");

Sociedade de Desenvolvimento do Porto Santo, S.A., a public limited liability company whose head office is at Avenida Zarco - Edifício do Governo Regional, 3.º andar, with the share capital of EUR. 11,544,780.00, registered with the National Companies Registrar and the Commercial Registry Office of Funchal under number 511 131 879, as borrower ("SDPS"); and

Sociedade Metropolitana de Desenvolvimento, S.A., a public limited liability company whose head office is at Avenida Zarco - Edifício do Governo Regional, 3.º andar, with the share capital of EUR. 4,048,310.00, registered with the National Companies Registrar and the Commercial Registry Office of Funchal under number 511 201 427, as borrower ("SMD", together with MPE, SDNM, SDPO and SDPS the "Borrowers").

Whereas:

- (A) On 30 October 2007, Banco Efisa, as Arranger and Agent, Banca OPI, S.p.A., as Arranger and Lender, and MPE, SDNM, SDPO, SDPS and SMD, as Borrowers, entered into a loan facility agreement (the "Facility Agreement") whereby Banca OPI, S.p.A. agreed to make available to the Borrowers a loan facility (the "Facility") in an aggregate amount up to EUR. 125,000,000 (one hundred and twenty five million euros) distributed among the Borrowers as follows:
- (a) MPE: EUR. 10,000,000 (ten million euros), corresponding to 8% of the Facility;
 - (b) SDNM: EUR. 21,000,000 (twenty one million euros), corresponding to 16.8% of the Facility;
 - (c) SDPO: EUR. 36,000,000 (thirty six million euros), corresponding to 28.8% of the Facility;
 - (d) SDPS: EUR. 7,000,000 (seven million euros), corresponding to 5.6% of the Facility; and
 - (e) SMD: EUR. 51,000,000 (fifty one million euros), corresponding to 40.8% of the Facility.
- (B) In order to guaranteeing the principal amount, the interests and any other amounts owed by the Borrowers under the Facility Agreement, the Autonomous Region of Madeira (the "Region") issued an unconditional, irrevocable and direct guarantee (the "Guarantee") and the certificates of guarantee in relation to each Borrower (the "Guarantee Certificates").
- (C) Under clause 22.1. of the Facility Agreement, the Borrowers are not entitled to assign or transfer all or any of their rights, benefits and obligations under the Facility Agreement without the prior and written consent of the Lender.
- (D) On 1 January 2008, Banca OPI, S.p.A. was de-merged and BIIS succeeded as Lender under the Facility Agreement.
- (E) On 29 April 2011, SDPS, as assignor, and SDPO, as assignee, entered into an assignment agreement (the "Assignment") whereby SDPS agreed to assign to SDPO, which agreed to acquire, SDPS's rights and obligations under the Facility Agreement corresponding to a loan in the aggregate principal amount of EUR. 7,000,000 (seven million euros), subject to the consent of the Lender.
- (F) The Lender granted its consent to the assignment of the rights and obligations between SDPS and SDPO under the Assignment, subject to certain conditions.
- (G) The Region has agreed to amend and re-issue the Guarantee and the Guarantee Certificate in relation to SDPO to reflect the Assignment.
- (H) The Borrowers have provided the Agent with the documents listed in Schedule 1.

It is hereby agreed to enter into this first amendment to the Facility Agreement (the "Amendment"), subject to the following terms and conditions:

1. Definitions

1.1. The following terms shall have the following meanings:

- (a) "Amended Guarantee" (Aval) means the amended and restated guarantee to be issued by the Region in the form set out in Schedule 2 to this Amendment (together with the Original Guarantee Certificates in relation to MPE, SDNM, SMD and SDPO and the Annex to the SDPO Original Guarantee Certificate);
- (b) "Annex to SDPO Guarantee Certificate" means the annex to the Original Guarantee Certificate to be issued by the Region in relation to SDPO;
- (c) "Assignment" means the assignment agreement dated 29 April 2011 entered into between SDPS and SDPO, as described in Recital (E);
- (d) "Effective Date" means 9 May 2011;
- (e) "Facility Agreement" means the loan facility agreement dated 30 October 2007 entered into between the Arrangers, the Lender, the Agent and the Borrowers, as described in Recital (A);
- (f) "Original Guarantee" (Aval) means the guarantee dated 29 October 2007 issued by the Region in the form set out in Schedule 1 to the Facility Agreement (together with the Original Guarantee Certificates); and
- (g) "Original Guarantee Certificates" means the certificates of guarantee (*certificados de aval*) dated 24 October 2007 issued by the Region in relation to each of the Borrowers.

1.2. Words and expressions defined in the Facility Agreement and not defined in this Amendment shall bear the same meaning when used herein.

2. Scope

- 2.1. The parties hereto acknowledge and accept the Assignment and agree to amend the Facility Agreement in accordance with the terms and conditions established herein.
- 2.2. The parties further acknowledge that, as a result of the Assignment, SDPS shall cease to be a party to the Facility Agreement.

3. Amendments

3.1. The parties hereby agree to amend the definitions of "Borrowers" and "Guarantee" set out in clause 1 (Definitions) of the Facility Agreement which shall read as follows:

"Borrowers" means (i) MPE, SDNM, SDPO, SDPS and SMD and (ii) following the First Amendment, MPE, SDNM, SDPO and SMD;

"Guarantee" means (i) the Original Guarantee and (ii) following the issue of the Amended Guarantee, the Amended Guarantee.

- 3.2. The parties hereby agree to add the following definitions to clause 1 (Definitions) of the Facility Agreement:

“Amended Guarantee” (Aval) has the same meaning set out in the First Amendment;

“Arrangers” means Banco Efisa, S.A. and Banca Infrastrutture Innovazione e Sviluppo, S.p.A.;

“Assignment” has the same meaning set out in the First Amendment;

“First Amendment” means the first amendment to the Agreement dated 9 May 2011 entered into between the Arrangers, the Lender, the Agent and the Borrowers;

“Lender” means Banca Infrastrutture Innovazione e Sviluppo, S.p.A.; and

“Original Guarantee” (Aval) has the same meaning set out in the First Amendment.

- 3.3. The parties further agree to amend clause 2 (The Facility) of the Facility Agreement which shall read as follows:

“2.1. Subject to the terms and conditions of this Agreement, the Lender agrees to make available to the Borrowers a term loan facility in an aggregate amount up to EUR. 125,000,000 (one hundred and twenty five million euros) distributed among the Borrowers as follows:

- (a) MPE: EUR. 10,000,000 (ten million euros), corresponding to 8% of the Facility;
- (b) SDNM: EUR. 21,000,000 (twenty one million euros), corresponding to 16.8% of the Facility;
- (c) SDPO: EUR. 36,000,000 (thirty six million euros), corresponding to 28.8% of the Facility;
- (d) SDPS: EUR. 7,000,000 (seven million euros), corresponding to 5.6% of the Facility; and
- (e) SMD: EUR. 51,000,000 (fifty one million euros), corresponding to 40.8% of the Facility.

2.2 As a result of the Assignment, the principal amount owed by each of the Borrowers is as follows:

- (a) MPE: EUR. 10,000,000 (ten million euros), corresponding to 8% of the Facility;
- (b) SDNM: EUR. 21,000,000 (twenty one million euros), corresponding to 16.8% of the Facility;
- (c) SDPO: EUR. 43,000,000 (forty three million euros), corresponding to 34.40% of the Facility; and
- (d) SMD: EUR. 51,000,000 (fifty one million euros), corresponding to 40.8% of the Facility.”

- 3.4. BIIS hereby confirm that its contact details for the purposes of clause 25 (Notices) to the Facility Agreement are as follows:

Banca Infrastrutture Innovazione e Sviluppo, SpA

Att.: Area Iberia & Latin America

Address: Viale dell'Arte, 21 – 00144 Rome – Italy

Fax: +39 06 5959 2388

E-mail: fabio.sabani@biis.it; roberta.cozzolino@biis.it; barbara.cappellano@biis.it
and mariacristina.manzoni@biis.it

4. Conditions precedent

The amendments agreed under this Amendment shall become effective upon the Effective Date provided that the Agent has confirmed to the Borrowers that all the condition precedent documents set out in Schedule 3 have been delivered by the Borrowers in form and substance satisfactory to the Agent and the Lender.

5. Representations and warranties

5.1. Each of the Borrowers hereby confirms to the Arrangers that all the representations and warranties made under clause 14 of the Facility Agreement are true, correct and up-to-date (as applicable).

5.2. Each of the Borrowers further represents and warrants that:

- (a) It has the power to enter into this Amendment and the signatories of this Amendment have the powers to execute it on behalf of the Borrowers;
- (b) It has not taken any corporate action nor have any other steps been taken or legal proceedings been started or threatened against it for its winding-up, dissolution or re-organisation or for the appointment of an administrator, administrative receiver, or similar officer of it or any other similar measures in respect of any or all of its revenues or assets;
- (c) No event of default nor any acceleration event set out in clause 17 of the Facility Agreement is outstanding, nor is any other event outstanding which constitutes (or with the giving of notice, lapse of time or the fulfilment of any other applicable condition, might constitute) a default under any document which is binding on the Borrowers or on any of its revenues or assets;
- (d) This Amendment is valid and binding and does not constitute any breach of, or default under, any law, regulation or governmental authorisations;
- (e) The issue of the Amended Guarantee shall not impair or affect the rights of the Lender and the Agent under the Original Guarantee;
- (f) The obligations of the Guarantor under the Amended Guarantee shall be legal and binding under the terms set out therein; and
- (g) That the funds made available to SDPS under the Facility Agreement shall be transferred by SDPS to SDPO and shall be applied by SDPO in the investment projects set out in the Annex to SDPO Guarantee Certificate.

6. Effective date

6.1. The parties agree that this Amendment is effective as from the Effective Date.

6.2. The parties further agree that the Amendment is and shall be construed as supplemental to the Facility Agreement and every clause thereof shall continue to be in full force and effect and binding on the parties hereto save as expressly amended and/or supplemented by this Amendment.

7. **Miscellaneous**

7.1. This Amendment shall be governed by Portuguese law. The Court of Lisbon shall have exclusive jurisdiction to settle any dispute in connection with the interpretation and performance of the obligations hereunder, with express waiver of any other.

7.2. The Borrowers shall pay all the expenses incurred in connection with the negotiation, preparation and execution of this Amendment, including lawyers' fees and, shall, on demand, forthwith reimburse the Arrangers for the amount of such expenses.

7.3. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same Amendment.

This Amendment has been entered into on 13 May 2011.

Banco Efisa, S.A.

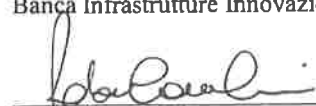


Mário Manuel Garcia Faria Gaspar
Member of the Board of Directors

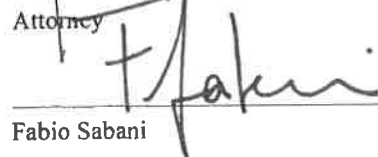


Rui Manuel Correia Pedras
Member of the Board of Directors

Banca Infrastrutture Innovazione e Sviluppo S.p.A.

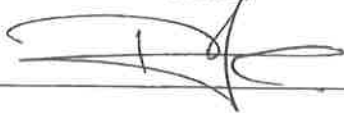


Roberta Cozzolino
Attorney



Fabio Sabani
Attorney

MPE – Madeira Parques Empresariais, Sociedade Gestora, S.A.

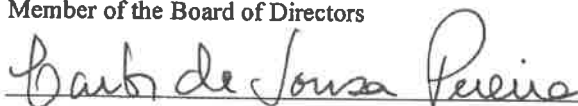


Ricardo Morna Jardim
Chairman of the Board of Directors

SDNM – Sociedade de Desenvolvimento do Norte da Madeira, S.A.

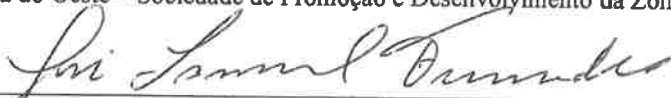


Orlando de Jesus Castro
Member of the Board of Directors

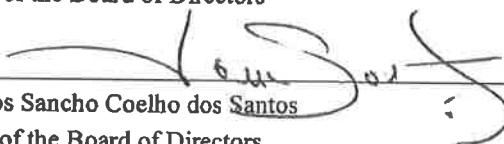


Carlos de Sousa Pereira
Member of the Board of Directors

Ponta do Oeste – Sociedade de Promoção e Desenvolvimento da Zona Oeste Da Madeira, S.A.



José Ismael Fernandes
Member of the Board of Directors



Domingos Sancho Coelho dos Santos
Member of the Board of Directors

Sociedade de Desenvolvimento do Porto Santo, S.A.



Francisco António Caldas Taboada
Chairman of the Board of Directors

Sociedade Metropolitana de Desenvolvimento, S.A.



Pedro José da Veiga França Ferreira
Chairman of the Board of Directors

SCHEDULE 1

List of Documents delivered before the Execution of the Amendment

- 1.1 An on-line certificate of registration of each of the Borrowers containing all the registries (*inscrições*) made to date.
- 1.2. An up-to-date copy of the articles of association of each of the Borrowers.
- 1.3. A certified copy of a resolution of the Board of Directors (and, if required by law, of the Shareholders Meeting) of each of the Borrowers:
 - (a) Approving the execution, delivery and performance of the Amendment and the terms and conditions hereof and any other finance documents; and
 - (b) Authorising a specified person or persons to sign the Amendment and any other document to be delivered by each of the Borrowers pursuant hereto.

SCHEDULE 2
Draft Amended Guarantee

[Changes to the original draft are underlined]

The Regional Secretary of Planning and Finance, under the Regional Legal Decree no. 24/2002/M, of 23 December 2002, as amended and republished by Regional Legal Decree no. 8/2011/M of 1st April 2011, Resolutions nrs. 1064/2007, 1065/2007, 1066/2007, 1067/2007 and 1068/2007, published on the Official Gazette, number 99, of 24 October 2007 and Resolution no. 555/2011, published on the Official Gazette, no. [●], of [●], hereby issues this amended and restated first demand guarantee (*aval*) of the Autonomous Region of Madeira (hereinafter the "Guarantee") in favour of Banco Efisa, S.A., as arranger and agent, and Banca Infraestrutture Innovazione e Sviluppo S.p.A. (which succeeded to Banca OPI, S.p.A.), as arranger and lender, whereby it guarantees as guarantor (hereinafter the "Region"), being liable under this Guarantee as if it were the sole principal debtor (*principal pagador*), waiving the right to require the prior liquidation of the Borrowers' assets (*benefício de excussão prévia*), unconditionally and irrevocably, the duly performance of each and every obligation of repayment and interest payment and any other obligations or expenses incurred by the Borrowers in connection with the loan facility agreement (hereinafter the "Agreement") entered under the following conditions:

(1) Lender

Banca Infraestrutture Innovazione e Sviluppo S.p.A.

(2) Arrangers

Banco Efisa, S.A. and Banca Infraestrutture Innovazione e Sviluppo S.p.A.

(3) Agent

Banco Efisa, S.A.

(4) Borrowers

MPE – Madeira Parques Empresariais, Sociedade Gestora, S.A.;

SDNM – Sociedade de Desenvolvimento do Norte da Madeira, S.A.;

SDPO - Ponta do Oeste – Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.; and

SMD - Sociedade Metropolitana de Desenvolvimento, S.A..

(5) Principal amount and distribution among the Borrowers

EUR. 125,000,000.00 (one hundred and twenty five million euros) owed by the Borrowers as follows:

- (a) MPE – Madeira Parques Empresariais, Sociedade Gestora, S.A.: EUR. 10,000,000 (ten million euros)
- (b) SDNM – Sociedade de Desenvolvimento do Norte da Madeira, S.A.: EUR. 21,000,000 (twenty one million euros);

- (c) SDPO - Ponta do Oeste – Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.: EUR. 43,000,000 (forty three million euros); and
- (d) SMD - Sociedade Metropolitana de Desenvolvimento, S.A.: EUR. 51,000,000 (fifty one million euros).
- (6) **Purpose**
Funding investments to be carried out by the Borrowers.
- (7) **Grace Period**
10 (ten years) as of the Drawdown Date.
- (8) **Repayment**
30 (thirty) semi-annual equal installments, the first of which after the end of the Grace Period, and the last at the Term of the Agreement.
- (9) **Currency**
Euro.
- (10) **Interest rate**
EURIBOR 6 (six) months published 2 (two) Business Days before the beginning of the Interest Period plus a margin of 0.07% (zero point zero seven per cent) per annum.
- (11) **Term of the Agreement**
25 (twenty five) years after the Signing Date.
- (12) **Taxes**
All payments due to be made by the Borrowers and, in case of their default, by the Region shall be made without deduction or withholding for any Taxes.
- (13) **Guarantee**
First demand, unconditional and irrevocable guarantee of the Autonomous Region of Madeira (*Aval*).
- (14) **No-immunity of the guarantee**
The execution by the Region of this Guarantee constitutes and the exercise of its rights and performance of its obligations under this Guarantee will constitute private and commercial acts done and performed for private and commercial purposes.
The Region will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in relation to the Guarantee.
- (15) **Transfers and assignments**
This Guarantee shall benefit and bind the Lender, its assignees, its transferees and the respective successors in title. Any reference in this Guarantee to the Lender shall be construed accordingly. The Region consents to any assignment, transfer and novation under the Agreement, in compliance with the terms of the Agreement.

(16) Effective Date

This Guarantee is valid and enforceable as from 29 October 2007.

In witness whereof this amended and restated Guarantee certificate has been executed and authenticated with the white stamp of the Regional Secretary.

Made in Funchal on the [•] day of [•] of 2011

[Signature]

[The Regional Secretary of Planning and Finance]

[Name]

And
L.
A

A
P
14
9/11
Leão Fajal
R
F
H

SCHEDULE 3
Condition Precedent Documents

- 3.1. Two original Amended Guarantees substantially in the form set out in Schedule 2 to this Amendment (and the Annex to SDPO Guarantee Certificate) issued by the Region.
- 3.2. A copy of the resolution of the Region approving the Amendment and the issue of the Amended Guarantee (including the Annex to SDPO Guarantee Certificate).
- 3.3. A copy of any other authorisation or other document, opinion or assurance which the Arranger and/or the Lender consider to be necessary (if it has notified the Borrowers accordingly) in connection with the entry into and performance of the transactions contemplated by any finance documents or for the validity and enforceability of any finance documents.
- 3.4. A legal opinion of Macedo Vitorino & Associados, legal advisers to the Arrangers as to Portuguese Law in relation to: (i) capacity, power and authority of the Borrowers and the Region to execute and deliver the Amendment and the Amended Guarantee and (ii) legality, validity, effectiveness and enforceability of the Amendment and the Amended Guarantee.

[Handwritten signatures and initials on the right margin, including "Am", "L.", "J", "Zal", "JPP", "L", "P", "F", "H"]



MPE – Madeira Parques Empresariais, Sociedade Gestora, S.A.
Rua do Bispo n.º 16, 2.º andar - sala 24
9000-073 Funchal

SDNM – Sociedade de Desenvolvimento do Norte da Madeira, S.A.
Avenida Zarco, Edifício do Governo Regional, 3.º andar
9004-527 Funchal

Ponta do Oeste – Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.
Avenida Zarco, Edifício do Governo Regional, 3.º andar
9004-527 Funchal

Sociedade de Desenvolvimento do Porto Santo, S.A.
Avenida Zarco, Edifício do Governo Regional, 3.º andar
9004-527 Funchal

Sociedade Metropolitana de Desenvolvimento, S.A.
Avenida Zarco, Edifício do Governo Regional, 3.º andar
9004-527 Funchal

Lisbon, 13 May 2011

Dear Sirs,

Re: €125,000,000 Loan Facility Agreement

We refer to the first amendment dated 9 May 2011 (the “First Amendment”) in relation to a loan facility agreement dated 30 October 2007 and made between Banco Efisa, S.A. as Arranger and Agent, Banca Infrastrutture Innovazione e Sviluppo, S.p.A., as Arranger and Lender, and MPE – Madeira Parques Empresariais, Sociedade Gestora, S.A., SDNM – Sociedade de Desenvolvimento do Norte da Madeira, S.A., Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A., Sociedade de Desenvolvimento do Porto Santo, S.A. and Sociedade Metropolitana de Desenvolvimento, S.A., as Borrowers.

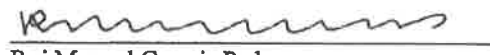
Words and expressions defined in the First Amendment and not defined in this letter shall bear the same meaning when used herein.

We hereby inform you, under and for the purposes of clause 4 of the First Amendment, that all the condition precedent documents set out in Schedule 3 to the First Amendment have been delivered by the Borrowers in form and substance satisfactory to the Agent and the Lender.

Yours faithfully,

Banco Efisa, S.A.


Mário Manuel Garcia Faria Gaspar
Member of the Board of Directors


Rui Manuel Correia Pedras
Member of the Board of Directors



Banca Infrastrutture Innovazione e Sviluppo S.p.A.

Roberta Cozzolino
Attorney

Fabio Sabani
Attorney



23 October 2006

MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.
Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.
Sociedade de Desenvolvimento do Porto Santo, S.A.
Sociedade Metropolitana de Desenvolvimento, S.A.
(collectively known as "SDM")

each as a Borrower and together as Borrowers

and

DEPFA Deutsche Pfandbriefbank AG

as Bank, Paying Agent and Calculation Agent

and

DEPFA BANK plc, Dublin, Ireland

as Arranger

EUR 100,000,000 Schuldschein
Due 2031

(Certificate evidencing an assignable loan agreement)



Loan Agreement
(Schuldscheindarlehen)

made as of 23 October 2006
between

MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.
Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.
Sociedade de Desenvolvimento do Porto Santo, S.A.
Sociedade Metropolitana de Desenvolvimento, S.A.
(collectively known as "SDM")

each as a Borrower and together as Borrowers

and

DEPFA Deutsche Pfandbriefbank AG

as Bank, Paying Agent and Calculation Agent

DEPFA BANK plc, Dublin, Ireland

as Arranger

§ 1
The Loan

- (1) The Bank shall grant the Borrowers a loan (the "Loan") evidenced by this certificate (including all annexes) (the "Schuldschein") in the aggregate principal amount (the "Aggregate Principal Amount") of

Euro 100,000,000
(in words: one hundred million Euro)

to be unconditionally and irrevocably guaranteed by the Autonomous Region of Madeira, Madeira, Portugal, (the "Guarantor").

The Aggregate Principal Amount is split among the Borrowers as follows:

MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.	EUR 5 million
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.	EUR 15 million
Ponta do Oeste-Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.	EUR 28 million
Sociedade de Desenvolvimento do Porto Santo, S.A.	EUR 16 million
Sociedade Metropolitana de Desenvolvimento, S.A.	EUR 36 million

- (2) Each of the Borrowers represents and warrants that all conditions under the laws of Portugal relating to the validity and enforceability of the obligations arising from this agreement have been fulfilled, and in particular that all necessary governmental and regulatory consents, if any, have been obtained and the Loan is not in conflict with any EU State Aid rules.



JPP

- (3) Each of the Borrowers represents and warrants that the monies disbursed under this Loan shall not be used totally or partially by any other entity than the Borrowers and that the monies received under the Loan shall not be used for purposes other than those provided for in the resolution approving the rendering of the Guarantee.

§ 2 Drawdown

- (1) The Borrowers have the right to drawdown the Loan in whole (the "Drawdown Amount"), subject to paragraph (4) below, on any date within a period of six months from the Signing Date (as defined below) by giving written notice at least five Business Days in advance of the date of drawdown (the "Drawdown Date"). Such notice will be irrevocable and has to be given to the Bank. The date of signing will be on 23 October 2006 (the "Signing Date").
- (2) The drawdown of the Loan shall be subject to the Paying Agent having received not later than five Business Days (as defined below) before the Drawdown Date, the documents set forth in Annex 1 attached hereto.
- (3) The drawdown shall be requested in the format of Annex 5 attached hereto
- (4) The Borrowers acknowledge and accept that the Paying Agent will deduct from the Drawdown Amount the Arranging Fees Amount as per agreed side letter between the Arranger and the Borrowers.
- (5) Other than the Arranging Fees as provided in the preceding paragraph, no deductions will be made to the Drawdown Amount. Stamp duty on the amount of the drawdown, if applicable, will be the responsibility of the Borrowers and payment thereof shall be made directly by the Borrowers to the competent tax authorities.

§ 3 Interest

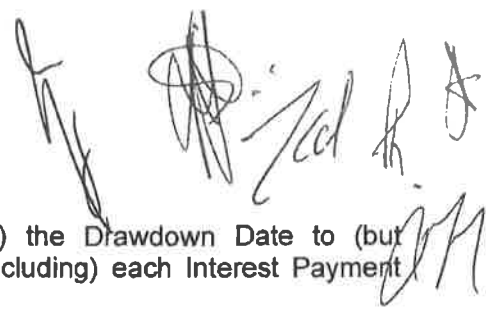
- (1) The Loan shall bear interest on its Outstanding Principal Amount (as defined in § 4 below) from the Drawdown Date (inclusive) to the first Interest Payment Date (the "Interest Payment Date") (exclusive) and thereafter from each Interest Payment Date (inclusive) to the next following Interest Payment Date (exclusive). Interest on the Loan shall be due and payable on each Interest Payment Date.

"Interest Payment Date" means each 30 April and 30 October, commencing on Drawdown Date.

If any Interest Payment Date is not a Business Day, payment shall be made on the following Business Day unless such day would thereby fall into the next calendar month, in which event the Interest Payment Date shall be the immediately preceding Business Day.

"Business Day" means any day (other than a Saturday and Sunday) on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open for settlement of payments in Euro.

- (2) The rate of interest (the "Rate of Interest") for each Interest Period (as defined below) will, except as provided below, be the offered quotation (expressed as a percentage rate per annum) for six month EURIBOR for that Interest Period which appears, as the case may be, on Screen page as of 11:00 am (Frankfurt time) on the Interest Determination Date (as defined below) plus Margin (as defined below), all as determined by DEPFA Deutsche Pfandbriefbank

Several handwritten signatures in black ink are visible in the top right corner of the page, overlapping the text area.

AG, as the calculation agent (the "Calculation Agent").

"Interest Period" means each period from (and including) the Drawdown Date to (but excluding) the first Interest Payment Date and from (and including) each Interest Payment Date to (but excluding) the following Interest Payment Date.

"Interest Determination Date" means the second Business Day prior to the commencement of the relevant Interest Period.

"Margin" means plus 0.1015% per annum.

"Screen Page" means Reuters page EURIBOR01 (or such other screen page of Reuters or such other information service, which has been designated as the successor to Reuters page EURIBOR 01 for the purpose of displaying such rates).

If the Screen Page is not available or if no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with their offered quotation (expressed as a percentage rate per annum) for deposits in the six-month-EURIBOR for the relevant Interest Period to leading banks in the interbank market of the Euro-Zone at approximately 11.00 am (Frankfurt time) on the Interest Determination Date. If two or more Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations plus Margin, all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the selected Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the selected Reference Banks or any two or more of them, at which such rates were offered, as at 11.00 am (Frankfurt time) on the relevant Interest Determination Date, deposits in the six-month-EURIBOR for the relevant Interest Period by leading banks in the interbank market of the Euro-Zone plus the Margin or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the six-month-EURIBOR for the relevant Interest Period, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the six-month-EURIBOR for the relevant Interest Period, at which, on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent suitable for such purpose) inform(s) the Calculation Agent it is or they are quoting to leading banks in the interbank market of the Euro-Zone (or, as the case may be, the quotations of such bank or banks to the Calculation Agent) plus the Margin. If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be the offered quotation or the arithmetic mean of the offered quotations on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such quotations were offered plus the Margin (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

As used herein, "Reference Banks" means those offices of at least four of such banks whose offered rates were used to determine such quotation when such quotation last appeared on the Screen Page.

"Euro-Zone" means the region comprised of those member states of the European Union that

A handwritten signature in black ink is located at the bottom right of the page, below the "Euro-Zone" definition.

have adopted or will have adopted from time to time the euro as the single currency.

- (3) The Calculation Agent will, on the Interest Determination Date, determine the Rate of Interest and calculate the amount of interest (the "Interest Amount") payable on the Loan for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to the Aggregate Principal Amount of the Loan and rounding the resultant figure to the nearest cent, with 0.5 cent or more being rounded upwards.
- (4) The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to the Paying Agent as soon as possible after their determination, but in no event later than the fourth Business Day thereafter.
- (5) All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of manifest error) be binding on the Borrowers, the Bank and the Paying Agent.
- (6) Subject to § 6 below, the Loan shall cease to bear interest on the final Interest Payment Date.
- (7) "Day Count Fraction" means, in respect of the calculation of an amount of interest on the Loan for any period of time (the "Calculation Period") the actual number of days elapsed in the Calculation Period divided by 360.
- (8) Each party shall, if requested by the other party in writing, enter into negotiations with the intention to agree a new Interest Rate for the Loan. If such a new Interest Rate has been agreed by the parties it will apply from the next Interest Payment Date or from such other date as may be otherwise agreed by the parties. If the parties do not agree a new Interest Rate, the existing Interest Rate shall continue to apply. In furtherance of the foregoing, each party shall use its reasonable efforts, but shall not be obliged, to agree such new Interest Rate.
- (9) Stamp duty on the amount of the the interest amounts, if applicable, will be the responsibility of the Borrowers and payment thereof shall be made directly by the Borrowers to the competent tax authorities.

§ 4 Redemption

- (1) Unless previously repaid, the Loan shall be repaid at the Instalment Dates and in the Instalment Amounts set forth below, and the Outstanding Principal Amount (as defined below) will be reduced by the respective Borrower accordingly:

Amortization:

JHC

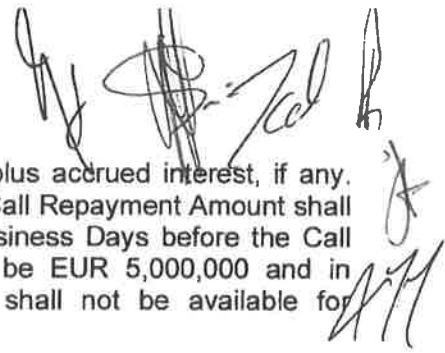
Date	Amount to be repaid					
	TOTAL	MPE	SDNM	Ponta do Oeste	Soc. Des. Porto Santo	Soc. Metropolitana
30 April 2017	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2017	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2018	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2018	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2019	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2019	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2020	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2020	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2021	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2021	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2022	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2022	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2023	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2023	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2024	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2024	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2025	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2025	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2026	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2026	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2027	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2027	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2028	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2028	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2029	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2029	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2030	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2030	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 April 2031	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00
30 October 2031	3 333 333,33	166 666,67	500 000,00	933 333,33	533 333,33	1 200 000,00

Whereby each of the Borrowers will transfer to the Paying Agent its pro rata share of the respective Instalment Amounts as shown above. The obligation to transfer the Instalment Amounts to the Paying Agent in accordance with § 9 of this agreement is joint and not several.

If any Instalment Date would otherwise fall on a day which is not a Business Day (as defined in § 3 above), it shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the payment date shall be the immediately preceding Business Day. The Bank shall not be entitled to any further interest or other payment in respect of such delay.

"Outstanding Principal Amount" means the Aggregate Principal Amount and, starting in 30 April 2017, the amount reduced semi-annually by the Instalment Amounts.

- (2) In case of a partial assignment the reduction of the Outstanding Principal Amount will be allocated to the outstanding tranches of the Loan.
- (3) The Borrowers may jointly not severally repay the Loan on the respective Call Repayment Date (as defined below) at the Outstanding Principal Amount together with accrued interest, if any, to (but excluding) the Call Repayment Date. Whereby each of the Borrowers will repay its




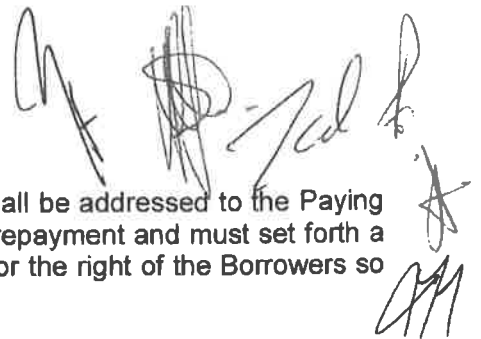
pro rata share of the respective Outstanding Principal Amount plus accrued interest, if any. Notice of repayment including the Call Repayment Date and the Call Repayment Amount shall be given by the Borrowers to the Paying Agent at least ten Business Days before the Call Repayment Date. The minimum amount of prepayment shall be EUR 5,000,000 and in multiples of EUR 1,000,000 thereof. Such amounts prepaid shall not be available for redrawing.

"Call Repayment Date" means the 10th anniversary of the Drawdown Date and each Interest Payment Date thereafter, starting in 30 October 2016.

- (4) Except as provided in § 4 subparagraph (3) and § 5 subparagraph (3), and other than in accordance with article 1147 of the Portuguese Civil Code, the Borrowers are not entitled to prepay, and the Bank is not entitled (other than in accordance with § 8) to require prepayment of the Loan.

§ 5 Taxes

- (1) All payments of principal and interest due under this agreement shall be made without deduction or withholding for or on account of any present or futures taxes, duties or governmental charges of whatever nature imposed, levied or collected by or in or on behalf of Portugal or by or on behalf of any political subdivision or authority therein having power to tax (together "Withholding Taxes"), unless such deduction or withholding is required by law. In such event, the Borrowers shall pay such additional amounts as shall be necessary in order that the net amounts received by the Bank after such withholding or deduction shall equal the respective amounts of principal or interest which would have been receivable had no such withholding or deduction been required. No such additional amounts shall, however, be payable on account of any taxes, duties or governmental charges which are payable by reason of the Bank having, or having had, some personal or business connection with Portugal and not merely by reason of the fact that payments in respect of the Loan are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, Portugal.
- (2) Each of the Borrowers shall promptly notify the Paying Agent if it shall become legally obliged at any time to deduct or withhold payments which would otherwise be due under this agreement (or if the amounts or method of determination for such deductions or withholdings should be changed).
- (3) If, as a result of any change in, or amendment to, the laws or regulations prevailing in Portugal, which change or amendment becomes effective on or after the date as of which this agreement is made, or as a result of any application or official interpretation of such laws or regulations not generally known before that date, Withholding Taxes are or will be leviable on payments of principal or interest under this agreement and, by reason of the obligation to pay additional amounts as provided in subparagraph (1) or otherwise, such Withholding Taxes are to be borne jointly not severally by the Borrowers, the Borrowers may prepay jointly not severally, each at its pro rata share on the Outstanding Amount plus accrued interest, the Loan in whole, but not in part, at any time, on giving not less than 30 days notice, at the Outstanding Principal Amount thereof, together with interest accrued to the date fixed for prepayment, and together with an amount (the "Compensation Amount") as specified in subparagraph (4), provided that no such notice of prepayment shall be given earlier than 90 days prior to the earliest date on which the Borrowers would be obliged to withhold or pay. Withholding Taxes were a payment in respect of this agreement then made.
- (4) The Compensation Amount shall be the amount determined by the Paying Agent necessary to compensate the Bank for any losses suffered by it when reinvesting the amount prepaid for the period from the date of prepayment to the scheduled repayment dates specified in § 4.
- 



- (5) Any such notice of prepayment shall be given in writing and shall be addressed to the Paying Agent. It shall be irrevocable, must specify the date fixed for prepayment and must set forth a statement in summary form of the facts constituting the basis for the right of the Borrowers so to prepay.
- (6) For the purpose of this § 5 the term "principal" shall include any Compensation Amount which may be due.

§ 6 Default Interest

- (1) If the full amount of interest or principal payable from time to time is not received by the Paying Agent on or before the respective due date, this amount will continue to accrue interest at the default rate which shall be the equivalent of the Rate of Interest for the last preceding Interest Period plus one per cent per annum.
- (2) The default interest shall cease to accrue as soon as the relevant overdue amounts have been paid.

§ 7 Guarantee, Negative Pledge, Status

- (1) As set out in the Guarantee, a form of which is attached hereto as Annex 2 (the "Guarantee"), the payment of principal and interest is unconditionally and irrevocably guaranteed by the Guarantor.
- (2) Each of the Borrowers represents and warrants that its obligations under this agreement constitute unsecured and unsubordinated obligations of the respective Borrower and rank pari passu with any other unsecured and unsubordinated obligations of the respective Borrower, present and future. During the term of the Loan and until its full repayment the respective Borrower will not, without the prior written consent of the Bank as the case may be, create or permit to be outstanding any mortgage, charge, lien, pledge or other similar encumbrance (but excluding, for the avoidance of doubt, any contractual or statutory rights of set-off) or security interest upon the whole or any part of its assets, present or future (including any uncalled capital), to secure Borrowed Money Indebtedness (as defined in subparagraph (3) below) or any guarantee or indemnity given in respect of any Borrowed Money Indebtedness, unless at the same time or prior thereto, the respective Borrower's obligations under the Loan (i) are secured equally and rateably therewith or benefit from a guarantee or indemnity in substantially identical terms thereto or (ii) have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by the Bank.

Provided always that the foregoing provisions shall not apply to any mortgage, charge, lien, pledge or other similar encumbrance or security interest upon the whole or any part of its assets, present or future (including any uncalled capital) created or arising (i) in the ordinary course of carrying business in Portugal or (ii) any mortgage, charge, lien, pledge or other similar encumbrance or security interest upon the whole or any part of its assets, present or future, (including any uncalled capital) which secures solely the whole or part of the purchase price for the properties or assets subject thereto.

- (3) "Borrowed Money Indebtedness" means any liability having an original maturity of more than one year that results from, or is evidenced by, bonds, notes, loans including assignable loans, debentures or other securities.



§ 8
Events of Default



(1) If any of the following events (each an "Event of Default") occurs and is continuing with respect to any of the Borrowers, the Bank is entitled to demand immediate repayment jointly from the Borrowers of the Outstanding Principal Amount of the Loan plus accrued interest.



(a) A Borrower fails to pay any principal or interest or any amount due under this agreement, when due and payable and such failure continues for a period of 14 days, or

(b) a Borrower does not perform or comply with any one or more of its other obligations under this agreement and such default is incapable of remedy or, if such default is capable of remedy, such default continues for more than 30 days after written notice requiring such default to be remedied shall have been given to the respective Borrower by the Bank, or

(c) a Borrower fails to fulfill any payment obligation, the amount of which exceeds Euro 15,000,000 or the equivalent in any other currency, when due, arising from Borrowed Money Indebtedness or from any guarantee or indemnity in respect thereof and such default continues for more than 45 days after written notice of such default is given to the respective Borrower by the Bank, or any such payment obligation becomes due prematurely by reason of any default of the respective Borrower, or

(d) other events occur that materially and adversely affect the ability of a Borrower to perform its respective payment obligations under this agreement, or

(e) the repayment of any Borrowed Money Indebtedness owed by a Borrower is accelerated by reason of default and such acceleration has not been rescinded or annulled, or the respective Borrower defaults (after whichever is the longer of any originally applicable period of grace and 14 days after the due date) in any payment of any Borrowed Money Indebtedness provided that no such event shall constitute an Event of Default unless the aggregate amount of all Borrowed Money Indebtedness relating to which any such event has occurred exceeds Euro 15,000,000 (or its equivalent in any other currency or currencies), or

(f) a Borrower shall stop payment of or shall be unable to pay, or shall admit its inability to pay its debts as they fall due, or shall be adjudicated or found bankrupt or insolvent by a court of competent jurisdiction or shall make a conveyance or assignment for the benefit of all or a majority of its creditors, or

(g) the Guarantee ceases to be, or is claimed by the Guarantor not to be, in full force and effect, or

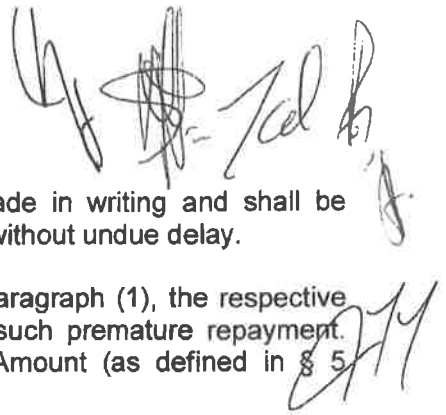
(h) the Guarantor does not comply with, or perform, any of its obligations assumed by it under the Guarantee, or

(i) a Borrower causes or is subject to any event with respect to it which, under the laws of any relevant jurisdiction (including but not limited to Portugal), has an analogous effect to any of the events referred to in paragraph (f) above, or

(j) a representation or warranty given by the Borrowers under § 1 subparagraphs (2) and (3) is or has become untrue or incorrect.



(2) In case of a partial assignment of the claims under this agreement each assignee shall be entitled to independently exercise the rights under subparagraph (1) for the portion of the Loan assigned to it.



- (3) Any such demand referred to in subparagraph (1) shall be made in writing and shall be transmitted to the respective Borrower through the Paying Agent, without undue delay.
- (4) If the Loan is prematurely repaid for reasons mentioned in subparagraph (1), the respective Borrower shall indemnify the Bank for any loss resulting from such premature repayment. Such loss shall include, without limitation, the Compensation Amount (as defined in § 5 subparagraph (4)).

§ 9

Payments

- (1) The Borrowers shall jointly - each at its pro rata share -, not later than 10.00 am (Frankfurt time) on the day prior to the respective payment date, remit all the funds due under this agreement to an account with the Paying Agent in immediately available funds. Each of the Borrowers will confirm by fax to the Paying Agent three Business Days prior to the due date for any such payment that it has issued irrevocable instructions for such payment to be made to the Paying Agent. From the funds so provided the Paying Agent shall pay principal and interest, as well as any further amounts due, to the Bank and to the assignee(s), if any, shown on the latest respective notification of assignment received by the Paying Agent at least 28 Business Days prior to the time of payment. No interest is owed on the funds so provided. The respective accounts at the Paying Agent will be free of charge and provisions for the Borrowers.
- (2) Regardless of the fact that all payments during the full term of the Loan shall be effected exclusively through the Paying Agent, only the payment to the assignee(s) or to a bank or other institution designated by such assignee(s) shall release the respective Borrower from its respective obligations, if and to the extent that the Paying Agent has received written notification of the assignment to such assignee(s) at least 28 Business Days before the relevant payment date.
- (3) All amounts payable under this agreement shall be paid with DEPFA Deutsche Pfandbriefbank AG, or to such other account and with such bank as the Paying Agent may from time to time notify to the Borrowers, regardless of the nationality, domicile or residence of the Bank or any assignee and without it being permissible to require the execution of an affidavit or compliance with any other formality whatsoever.
- (4) Payments by the Borrowers shall be applied by the Paying Agent in the sequence provided for in § 367 subparagraph (1) of the German Civil Code to the amounts payable under the Loan. In the case of partial assignments, if the payments received from the Borrowers are insufficient to cover any particular amount payable under this agreement in full, the Paying Agent shall allocate the funds received pro rata among the holders of the Loan.
- (5) The Borrowers agree to indemnify and hold harmless the Bank, the Calculation Agent and the Paying Agent against all claims, actions and demands, as well as any damages, costs and losses connected therewith, arising out of or relating to the performance of the duties with respect to the Loan except such as may result from a failure to observe the due care of a proper merchant ("Sorgfalt eines ordentlichen Kaufmannes").
- (6) The obligations of the Borrowers to remit all funds due under this agreement are joint not several.



**§ 10
Counterclaims**

Each of the Borrowers waives any right of set-off against the claim arising from the Loan or the Guarantee as well as the exercise of any pledge, right of retention or other rights which could adversely affect the claims under this agreement or the Guarantee. This stays in force as long as the Loan is considered as fixed reserve ("gebundenes Vermögen") in accordance with § 54 subparagraph (3) VAG (Versicherungsaufsichtsgesetz) in connection with the regulation of investment (Anlagverordnung), this shall also be the case in the event of insolvency, insolvency plan proceedings or similar proceedings.

**§ 11
Assignment**

- (1) The Bank shall be entitled to assign in full or in part the claims under this agreement and the Guarantee provided the assignee or assignees are not resident in Portugal nor have a permanent establishment in Portugal. Partial assignments can be made in amounts of 10,000,000 and multiples thereof.
- (2) Any assignment must be made in writing and should substantially be in accordance with the form of assignment agreement attached hereto as Annex 3. Any assignment of claims under this agreement shall be deemed pro tanto to be also an assignment of the claims under the Guarantee. The assignee shall have the same rights and title under this agreement as the Bank, except as otherwise stated herein. Any assignment of claims must be immediately notified by the assignee and the assignor to the Paying Agent and to Vice-presidência do Governo Regional da Madeira on behalf of the Borrowers by providing a copy of the duly completed and signed assignment agreement.
- (3) DEPFA Deutsche Pfandbriefbank AG, shall act as receiving agent on behalf of the Bank in respect of any communications sent by the Borrowers and the Calculation Agent.
- (4) DEPFA Deutsche Pfandbriefbank AG, shall in such agency functions not be responsible for more than the due care of a proper merchant. It shall be exempt from the restrictions of § 181 German Civil Code.
- (5) Each of the Borrowers shall not be entitled to assign rights arising from this agreement or from the Guarantee to third parties.

**§ 12
Amendments, Partial Invalidity**

- (1) Any amendment to this agreement shall be valid only if made in writing by the parties hereto.
- (2) Should any of the provisions of this agreement be or become invalid, in whole or in part, the other provisions of this agreement shall remain in force. Invalid provisions shall, according to the intent and purpose of this agreement be replaced, by such valid provisions which in their economic effect come as close as legally possible to that of the invalid provisions.

**§ 13
Expenses**

- (1) The Borrowers shall jointly not severally bear all fees and expenses (including legal fees), including stamp duties, if any, now or in the future incurred in connection with any prepayment



[Handwritten signatures and initials]

or any default under, or any waiver or modification of provisions of, this agreement or the Guarantee. The expenses shall be agreed upon in a separate letter between the Borrowers and the Bank.

- (2) The Bank shall bear all costs incurred in connection with the preparation of the documentation (including any legal opinions).

**§ 14
Information Requirements**

- (1) Each of the Borrowers shall inform the Paying Agent, as the case may be, during the term of this agreement about its respective financial situation and the development of its respective activities by sending its most recent annual and published interim financial reports, in each case promptly after finalization and publication, if any, of such reports.
- (2) Each of the Borrowers shall furthermore promptly notify the Paying Agent, as the case may be, of all matters which would have a material adverse effect on the contractual relationship.
- (3) All notices and other communications under this agreement shall be in writing and in English language and shall be sent to the following:

To the Borrowers:

Vice-Presidência do Governo Regional da Madeira
Edifício do Governo Regional
Avenida Zarco
9004-527 Funchal

Tel: 00351 291212100
Fax: 00351 291232102

On behalf of

MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.
Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.
Sociedade de Desenvolvimento do Porto Santo, S.A.
Sociedade Metropolitana de Desenvolvimento, S.A.

To the Guarantor:

Secretaria Regional do Plano e Finanças
Edifício do Governo Regional
Avenida Zarco
9004-528 Funchal

Tel: 00351 291212100
Fax: 00351 291233126

[Handwritten signature]

To the Bank, Paying Agent & / or Calculation Agent:



DEPFA Deutsche Pfandbriefbank AG
Ludwig-Erhard-Strabe 14
65760 Eschborn
Hessen
Germany

Attn: Middle Office
Telf: 0049 6196 9990 2278

To the Arranger:

DEPFA BANK plc
1, Commons street
Dublin 1
Ireland

Attn: Client Transaction Management
Tel: 00353 1792 2070
Fax: 00353 1792 2163
e-mail: CTMMadrid@DePfa.com

or any other person, address, fax or telephone number notified by either party from time to time.

§ 15

Applicable Law, Place of Performance and Jurisdiction

- (1) This agreement as well as all rights and duties arising therefrom shall in all respects be governed by German law, except for the Guarantee and the provision in § 4 subparagraph (4) which will be governed by Portuguese law.
- (2) Place of performance and place of jurisdiction shall be Frankfurt/Main, Germany. The Bank and the assignee(s), as the case may be, are also entitled to assert their claims against the Borrowers before the courts in any other country in which assets of the Borrowers are located.
- (3) For any legal disputes or other proceedings before a German court, the Borrowers appoint the consulate general of Portugal, Zeppelinallee 15, in 60325 Frankfurt am Main as authorised agent for accepting service of process on their behalf.

§ 16

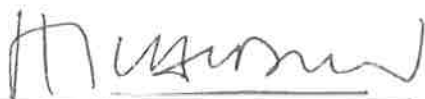
Miscellaneous

This agreement shall be signed in six counterparts. Each counterpart shall be considered an original. In order to furnish proof of the claim the presentation of the agreement is not required. Annexes 1, 2 and 3 to this agreement shall be deemed to form part of this agreement.

Funchal, 23 October 2006



DEPFA Deutsche Pfandbriefbank AG



DEPFA BANK plc



MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.



7000 020000 7000 020000

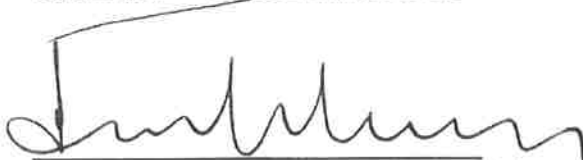
SDMM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.



Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.



Sociedade de Desenvolvimento do Porto Santo, S.A.



Sociedade Metropolitana de Desenvolvimento, S.A.

Annex 1



Documents to be provided pursuant § 2 (2) of the Loan Agreement

- (1) The duly executed Loan Agreement and the duly executed Guarantee;
- (2) All documents relating to the establishment, constitution and power of each of the Borrowers;
- (3) Resolution of the Board of Directors of each of the Borrower or a duly authorized committee thereof authorizing the execution and delivery by each of the Borrower of the Loan Agreement and conferring authority on the person(s) who sign the Loan Agreement on behalf of the Borrower;
- (4) Resolution of the Regional Government of Madeira approving the rendering of the Guarantee ("autorização para a emissão de aval") authorizing the execution and delivery by the Guarantor of the Guarantee and conferring authority on the person(s) who sign the Guarantee on behalf of the Guarantor;
- (5) A list setting forth the names, functions and specimen signatures of all persons authorised to sign, for and on behalf of each of the respective Borrowers, the Loan Agreement and all declarations, statements, reports, certificates and other documents required or permitted by the Loan Agreement and to otherwise act as the representatives of the Borrowers in connection with the matters provided for in the Loan Agreement;
- (6) Evidence that the process agent for each of the Borrowers has duly been appointed;
- (7) A legal opinion of the legal advisors to the Bank, in form and substance satisfactory to the Bank;
- (8) The financial statements of each of the Borrowers for the last three financial years;
- (9) A compliance certificate (substantially in form as set out in Annex 4) duly signed by the authorised signatories of the Borrowers confirming that, (a) all representations and warranties are true and in full force, (b) no event of default or potential event of default has occurred, (iii) there have been no changes with respect to the financial or economical conditions of the Borrowers which could have a material adverse effect on their ability to perform their obligations under the Loan, and (iv) any certificates which would facilitate making payment without Withholding Tax.



Unless otherwise specified, one original or copy certified as a true copy by an authorized representative of each of the Borrowers shall be submitted together, in each case (except for the documents under (2) and (8)), with a certified translation into German or English, if such documents are not in German or English.

Annex 2

Guarantee

by the

The Autonomous Region of Madeira
Acting through Jose Manuel Ventura Garcês (Regional Secretary of Plan and Finance) or any legal
deputy thereof (the "Guarantor")

For the benefit of DEPFA Deutsche Pfandbriefbank AG, (the "Bank") or in case of an assignment of
the claims under the Assignable Loan Agreement (as defined below) any assignee (the "Assignee")
of a loan of
EUR 100,000,000 2006/2031

granted to

MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.
Ponta do Oeste-Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.
Sociedade de Desenvolvimento do Porto Santo, S.A.
Sociedade Metropolitana de Desenvolvimento, S.A.
(collectively known as "SDM")

(the "Loan")

- (1) The Guarantor hereby irrevocably and unconditionally guarantees to the Bank or the Assignee, as the case may be, the due and punctual payment of principal and interest in respect of the Loan in accordance with the terms and conditions of the Assignable Loan Agreement dated 23 October 2006 (the "Assignable Loan Agreement"), a copy of which is attached hereto and forms part of this Guarantee. Furthermore, the Guarantor irrevocably and unconditionally guarantees to the Bank or the Assignee, as the case may be, the due and punctual payment of principal and interest in respect of the Loan in accordance with the Assignable Loan Agreement in the event that the Borrowers exercise their right to terminate the Assignable Loan Agreement in accordance with § 4 subparagraph 3 and § 5 subparagraph 3 of the Assignable Loan Agreement.
- (2) This Guarantee constitutes an unconditional, unsecured (subject to (4) hereunder) and unsubordinated obligation of the Guarantor and ranks pari passu with all other unsecured and unsubordinated obligations of the Guarantor outstanding from time to time, subject to any obligations preferred by law.
- (3) During the term of the Loan and until its full repayment the Guarantor undertakes not to secure upon its assets any borrowed money (including any guarantee or indemnity assumed for such financing of third parties), without at the same time having the Bank or the Assignee, as the case may be, share pari passu and pro rata in such security. The foregoing sentence shall not apply in respect of any security created by the Guarantor over real property and in respect of Borrowed Money Indebtedness which pursuant to the original terms and conditions governing such Borrowed Money Indebtedness must be secured by creating such security.

"Borrowed Money Indebtedness" means any liability having an original maturity of more than one year that results from, or is evidenced by, bonds, notes, loans including assignable loans, debenture or other securities.



JPP

Handwritten signatures and initials in the top right corner.

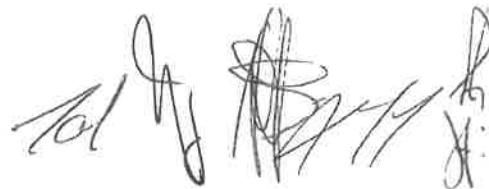
- (4) According to article 14 of Decreto Legislativo Regional no. 24/2002/M of 23 December 2002, as amended by Decreto Legislativo Regional no. 18/2003/M of 24 July 2003, article 12 of Decreto Legislativo Regional no. 1/2005/M of 18 February 2005, and Decreto Legislativo Regional no. 19/2005/M of 24 November 2005 (hereinafter, "Decreto Legislativo Regional no. 24/2002/M"), the Guarantee may be called forfeited ("caducar") if (i) the borrowed monies under the Assignable Loan Agreement are totally or partially used by entities other than the Borrowers, if (ii) the borrowed monies are used for purposes other than those provided for in the resolution approving the rendering of the Guarantee, if (iii) the borrowed monies are not used within five years as from the Drawdown Date of the Assignable Loan Agreement or if the relevant reimbursement date occurs after the 25th anniversary of the Drawdown Date of the Assignable Loan Agreement, or if (iv) the Bank fails to deliver to the Guarantor within 120 days from the Guarantee copies of other guarantees under the Assignable Loan Agreement, if any.

The Guarantor hereby irrevocably and unconditionally guarantees to the Bank that it will take all necessary action to make the Borrowers comply with their obligations under the Assignable Loan Agreement so that none of the facts listed in article 14 of Decreto Legislativo Regional no. 24/2002/M will ever occur. Should the Guarantor fail to take all necessary action to make the Borrowers comply with their obligations under the Assignable Loan Agreement so that none of the facts listed in article 14 of Decreto Legislativo Regional no. 24/2002/M will ever occur and any of such facts occurs and the Guarantee is, for any reason whatsoever, declared by a court as forfeited ("caduca"), the Guarantor irrevocably and unconditionally undertakes to pay to the Bank an indemnity in an amount corresponding to the amount of the Loan including accrued interest on the Loan which, as on the date of a court decision, is outstanding.

- (5) All payments due under this Guarantee shall be made without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by or in or on behalf of Portugal or by or on behalf of any political subdivision or authority therein having power to tax, unless such deduction or withholding is required by law. In such event, the Guarantor shall pay such additional amounts of principal and interest as may be necessary in order that the net amounts received by the Bank after such deduction or withholding shall equal the respective amounts of principal and interest which would have been receivable had no such deduction or withholding been required.
- (6) The obligations of the Guarantor under this Guarantee (i) shall be separate and independent from the obligations of the Borrowers under the Assignable Loan Agreement, (ii) shall exist irrespective of the legality, validity and binding effect or enforceability of the Assignable Loan Agreement, and (iii) shall not be effected by any event, condition or circumstance of whatever nature, whether factual or legal, save the full, definitive and irrevocable satisfaction of any and all payment obligations expressed to be assumed under the Assignable Loan Agreement. *mc*
- (7) This Guarantee and all undertakings contained herein constitute a contract for the benefit of the Bank or the Assignee, as the case may be, as third party beneficiaries pursuant to § 328 (1) BGB (German Civil Code) giving rise to the right of the Bank and Assignee, as the case may be, to require performance of the obligations undertaken herein directly from the Guarantor and to enforce such obligations directly against the Guarantor.

When payments due under the Assignable Loan Agreement have not been made, the Guarantor can be sued for this purpose by the Bank or the Assignee, as the case may be, without prior legal action of the Bank or the Assignee, as the case may be, against the Borrowers.

- (8) Any modification of the Assignable Loan Agreement, herewith attached, shall be submitted to the prior written consent of the Guarantor. The Guarantor can only refuse to give its consent in case that such modification is susceptible to affect its responsibilities.



- (9) DEPFA Deutsche Pfandbriefbank AG, which accepted this Guarantee, does not act in any relationship of agency or trust in a fiduciary or in any other similar capacity for any Assignee.
- (10) Terms used in this Guarantee and not otherwise defined herein shall have the meaning attributed to them in the Assignable Loan Agreement.
- (11) The Guarantor warrants to the Bank or the Assignee, as the case may be, that the issue of this Guarantee complies with the limits set out in Decreto Legislativo Regional no. 21-A/2005/M of 30 December 2005, and has been duly approved and authorized by the Regional Government of Madeira ("Governo Regional da Madeira") and issued by the Regional Secretary of Plan and Finance ("Secretário Regional do Plano e Finanças") in accordance with the provisions of Decreto Legislativo Regional no. 24/2002/M of 23 December 2002, as amended by Decreto Legislativo Regional no. 18/2003/M of 24 July 2003, by article 12 of Decreto Legislativo Regional no. 1/2005/M of 18 February 2005 and Decreto Legislativo Regional no. 19/2005/M of 24 November 2005, and the performance by the Guarantor of its obligations under this Guarantee is valid, legal and binding and in accordance with the terms of all applicable legislation.
- (12) The Guarantor hereby irrevocably waives with respect to itself or its property or its assets any immunity (whether on the grounds of sovereign immunity or otherwise) from legal process (whether in respect of service of process, obtaining of a judgement, attachment, execution of a judgement otherwise) in respect of its obligations under the Guarantee which may be instituted against it in any competent court.
- (13) The original version of this Guarantee is legally binding in the English version and shall be delivered to DEPFA Deutsche Pfandbriefbank AG. Six certified copies of the Guarantee, each accompanied by a translation into Portuguese for convenience only, will be provided to and kept each by the Guarantor and the Borrowers.
- (14) The invalidity, illegality or unenforceability of a number or a paragraph of this Guarantee does not affect or impair the continuation in full force and effect of the remaining numbers and paragraphs of this Guarantee.
- (15) The rights and duties arising from this Guarantee shall be exclusively governed by the laws of the Portuguese Republic. Place of performance for the obligations of the Guarantor shall be Lisbon and the parties elect the court of Lisbon ("Tribunal da Comarca de Lisboa") as the competent court in case of litigation.



Represented by the Regional Secretary of Plan and Finance

We accept all the terms of the above Guarantee

Eschborn, on



Annex 3

(Form of an Assignment Agreement)

Assignment Agreement

between

- hereinafter called Assignor-

and

- hereinafter called the Assignee -

§ 1

(1) The Assignor hereby assigns to the Assignee his (partial) claim against

MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.
Ponta do Oeste-Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.
Sociedade de Desenvolvimento do Porto Santo, S.A.
Sociedade Metropolitana de Desenvolvimento, S.A.

(each a "Borrower" and together the "Borrowers")

pursuant to the Loan Agreement dated 23 October 2006, a copy of which is attached hereto, together with interest and all rights ancillary thereto, in the amount of

EUR [•]

(in words: euro [•] million)

with effect from [•].

(2) The Assignee hereby agrees to said assignment.



§ 2

(1) Pursuant to § 9 of the Loan Agreement, the Borrowers will jointly not several remit the funds necessary for the payment of principal and interest to the Assignee or such subsequent assignee, if any, as shown by the latest notification of assignment received at least 28 Business Days prior to the time of payment.

(2) From the funds so provided the Paying Agent will, on behalf of the Borrowers, effect the payments of principal and interest to the Assignee or such subsequent assignee, if any, as shown



JPP

by the latest notification of assignment received by the Paying Agent at least 28 Business Days prior to the time of payment.

§ 3

(1) The Assignor shall immediately notify the assignment in writing, by enclosing a copy of this Assignment Agreement in the form as required according to § 11 of the Loan Agreement, to DEPFA Deutsche Pfandbriefbank AG, Ludwig-Erhard-Straße 14, 65760 Eschborn, Hessen, Germany, to the Attention of Middle Office Department, indicating the name and address of the Assignee as well as the date from which the Assignee shall be entitled to interest.

(2) The Assignee acknowledges that a subsequent assignment of the (partial) claim under the loan hereby assigned is subject to the restrictions laid out in § 11 of the Loan Agreement and requires the form provided for in § 11 of the Loan Agreement and needs to be immediately notified to the Deutsche Pfandbriefbank AG, Ludwig-Erhard-Straße 14, 65760 Eschborn, Hessen, Germany, to the Attention of Middle Office Department, in the same manner as described in subparagraph (1).

(3) The Assignee further acknowledges that a payment to the assignee last duly notified to the Paying Agent at least 14 Business Days before the payment shall discharge the Borrowers from their relevant obligations under the Loan.

§ 4

This Assignment Agreement shall in all respects be governed by German law.

§ 5

This Assignment Agreement shall be signed in two counterparts. Each of the agreements will be delivered to [] on behalf of the Borrowers, to the Assignor and to the Assignee. Each counterpart shall be considered an original.

(Place, Date)

(Assignor)

(Assignee)



Annex 4

(Form of Compliance Certificate)

Compliance Certificate

To: **DEPFA Deutsche Pfandbriefbank AG (the "Bank")**

DEPFA BANK plc, Dublin, Ireland (the "Arranger")

From: **MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.**
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.
Ponta do Oeste-Sociedade de Promoção e Desenvolvimento da Zona Oeste da
Madeira, S.A.
Sociedade de Desenvolvimento do Porto Santo, S.A.
Sociedade Metropolitana de Desenvolvimento, S.A.
(each as a "Borrower" and together as "Borrowers")

Dated: 23 October 2006

Dear Sirs,

We refer to the Loan Agreement ("**Agreement**") dated 23 October 2006 and made between the Borrowers, the Arranger and the Bank. Terms defined in the Agreement shall bear the same meaning herein.

As provided for in § 2 (2) in the Agreement, we hereby confirm that, at the date hereof, all representations and warranties set out in the Agreement are true and correct in all material respects, no event which is or may (with the passage of time or the giving of notice or both) become an Event of Default and no changes with respect to our financial or economical conditions which could have a material adverse effect on our ability to perform our obligations under the Loan has occurred.

Yours faithfully,

for and on behalf of the Borrowers





Annex 5

(Form of Notice of Drawdown)

To: **DEPFA Deutsche Pfandbriefbank AG (the "Bank")**

From: **MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.
Ponta do Oeste-Sociedade de Promoção e Desenvolvimento da Zona Oeste da
Madeira, S.A.
Sociedade de Desenvolvimento do Porto Santo, S.A.
Sociedade Metropolitana de Desenvolvimento, S.A.
(each as a "Borrower" and together as "Borrowers")**

Dated: 23 October 2006

Dear Sirs,

We refer to the Loan Agreement ("**Agreement**") dated 23 October 2006 and made between the Borrowers, the Bank and Depfa Bank plc (the "Arranger"). Terms defined in the Agreement shall bear the same meaning herein.

Having complied with all the conditions set forth in the Agreement, and notably having satisfactorily delivered to the Paying Agent the documentation listed in Annex 1, the Borrowers hereby and in accordance with § 2 of the Agreement irrevocably request that the Drawdown Amount be credited on 30 October 2006 (the "Drawdown Date") to the accounts of the Borrowers already deducted from its prorate share of the Arranging fee due to the Arranger by each Borrower as follows:

MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.
Bank: Millennium BCP
IBAN: PT50.0033.0000.45320583083.05
SWIFT CODE: BCOMPTPL
Amount: € 4,991,500.00

SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.
Bank: BANIF
IBAN: PT50.0038.0001.21675631771.89
SWIFT CODE: BNIFPTPL
Amount: € 14,974,500.00

Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.
Bank: Millennium BCP
IBAN: PT50.0033.0000.45320677852.05
SWIFT CODE: BCOMPTPL
Amount: € 27,952,400.00



Sociedade de Desenvolvimento do Porto Santo, S.A.
Bank: Caixa Geral de Depósitos
IBAN: PT50.0035.2136.00030451930.50
SWIFT CODE: CGDIPTPL
Amount: € 15,972,800.00

Sociedade Metropolitana de Desenvolvimento, S.A.
Bank: Caixa Geral de Depósitos
IBAN: PT50.0035.0336.00112041830.10
SWIFT CODE: CGDIPTPL
Amount: € 35,938,800.00

In confirmation of the above, please return to us the enclosed copy of this letter duly signed on your behalf

Yours faithfully,

for and on behalf of the Borrowers

.....

DEPFA Deutsche Pfandbriefbank AG

.....

Compliance Certificate



To: **DEPFA Deutsche Pfandbriefbank AG** (the "Bank")

DEPFA BANK plc, Dublin, Ireland (the "Arranger")

From: **MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.**
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.
Ponta do Oeste-Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.
Sociedade de Desenvolvimento do Porto Santo, S.A.
Sociedade Metropolitana de Desenvolvimento, S.A.
(each as a "Borrower" and together as "Borrowers")

Dated: 23 October 2006


Dear Sirs,

We refer to the Loan Agreement ("**Agreement**") dated 23 October 2006 and made between the Borrowers, the Arranger and the Bank. Terms defined in the Agreement shall bear the same meaning herein.

As provided for in § 2 (2) in the Agreement, we hereby confirm that, at the date hereof, all representations and warranties set out in the Agreement are true and correct in all material respects, no event which is or may (with the passage of time or the giving of notice or both) become an Event of Default and no changes with respect to our financial or economical conditions which could have a material adverse effect on our ability to perform our obligations under the Loan has occurred.

Yours faithfully,

for and on behalf of the Borrowers



MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.



SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.

Handwritten note: 7440 000000 7.1.14 14570



[Handwritten signature] *[Handwritten mark]*

[Handwritten signature]

Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.

[Handwritten signature]

Sociedade de Desenvolvimento do Porto Santo, S.A.

[Handwritten signature]

Sociedade Metropolitana de Desenvolvimento, S.A.



Notice of Drawdown

To: **DEPFA Deutsche Pfandbriefbank AG** (the "Bank")

From: **MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.**
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.
Ponta do Oeste-Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.
Sociedade de Desenvolvimento do Porto Santo, S.A.
Sociedade Metropolitana de Desenvolvimento, S.A.
(each as a "Borrower" and together as "Borrowers")

Dated: 23 October 2006

Dear Sirs,

We refer to the Loan Agreement ("**Agreement**") dated 23 October 2006 and made between the Borrowers, the Bank and Depfa Bank plc (the "Arranger"). Terms defined in the Agreement shall bear the same meaning herein.

Having complied with all the conditions set forth in the Agreement, and notably having satisfactorily delivered to the Paying Agent the documentation listed in Annex 1, the Borrowers hereby and in accordance with § 2 of the Agreement irrevocably request that the Drawdown Amount be credited on 30 October 2006 (the "Drawdown Date") to the accounts of the Borrowers already deducted from its pro rata share of the Arranging fee due to the Arranger by each Borrower as follows:

MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.

Bank: Millennium BCP

IBAN: PT50.0033.0000.45320583083.05

SWIFT CODE: BCOMPTPL

Amount: € 4,991,500.00

SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.

Bank: BANIF

IBAN: PT50.0038.0001.21675631771.89

SWIFT CODE: BNIFPTPL

Amount: € 14,974,500.00

Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.

Bank: Millennium BCP

IBAN: PT50.0033.0000.45320677852.05

SWIFT CODE: BCOMPTPL

Amount: € 27,952,400.00

Sociedade de Desenvolvimento do Porto Santo, S.A.

Bank: Caixa Geral de Depósitos

IBAN: PT50.0035.2136.00030451930.50

SWIFT CODE: CGDIPTPL

Amount: € 15,972,800.00



JPP

Sociedade Metropolitana de Desenvolvimento, S.A.

Bank: Caixa Geral de Depósitos

IBAN: PT50.0035.0336.00112041830.10

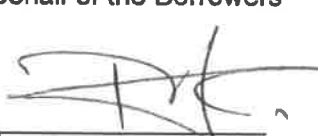
SWIFT CODE: CGDIPTPL

Amount: € 35,938,800.00

In confirmation of the above, please return to us the enclosed copy of this letter duly signed on your behalf

Yours faithfully,

for and on behalf of the Borrowers


MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.


SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.

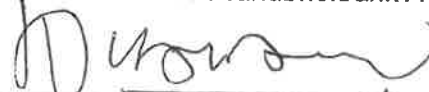
João Orlando José Cardoso


Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.


Sociedade de Desenvolvimento do Porto Santo, S.A.


Sociedade Metropolitana de Desenvolvimento, S.A.

DEPFA Deutsche Pfandbriefbank AG





Side Fee Letter

FROM: DEPFA Bank plc., as Arranger

TO: MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.
Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.
Sociedade de Desenvolvimento do Porto Santo, S.A.
Sociedade Metropolitana de Desenvolvimento, S.A.
(collectively the "Borrowers")

RE: Arranging Fee regarding the Euro 100,000,000 Loan Agreement (Schuldscheindarlehen) dated 23 October 2006.

Gentlemen,

This Side Fee Letter establishes the terms and conditions of the payment of the arranging fee regarding the organisation made by DEPFA BANK plc, (the "Arranger") of the Euro 100,000,000.00 Loan Agreement (Schuldscheindarlehen) dated 23 October 2006 between DEPFA Deutsche Pfandbriefbank AG and the Borrowers.

Terms used in this side letter shall have the same meaning ascribed to them in the above mentioned Loan Agreement.

The Borrowers will pay to the Arranger an arranging fee for the organisation of the operation in the amount of € 170,000.00 (one hundred and seventy thousand Euro) corresponding to 17 bps of the principal of the loan, payable pro rata amongst the Borrowers as follows:

MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.	€ 8,500.00
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.	€ 25,500.00
Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.	€ 47,600.00
Sociedade de Desenvolvimento do Porto Santo, S.A.	€ 27,200.00
Sociedade Metropolitana de Desenvolvimento, S.A.	€ 61,200.00

Such fee will be deducted from the drawdown amount on drawdown date, in accordance with § 2 of the Loan Agreement and it will be paid to DEPFA BANK plc at Citibank Frankfurt CITIDEFF, IBAN Code DE75502109004115198004.

By returning a duly signed copy of this letter to the Arranger, you declare to irrevocably acknowledge and accept terms and conditions hereof.

Yours sincerely

Funchal, 23 October 2006




DEPFA Bank plc

We hereby confirm our irrevocable acknowledgement and acceptance of the terms and conditions of this letter,

Funchal, 23 October 2006



MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.

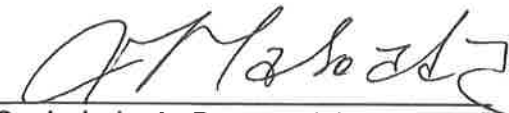


ZONA ORIENTAL ZONA OESTE

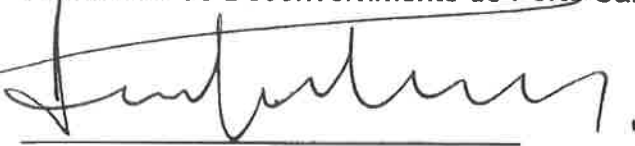
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.



Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.



Sociedade de Desenvolvimento do Porto Santo, S.A.



Sociedade Metropolitana de Desenvolvimento, S.A.



Guarantee

by the

The Autonomous Region of Madeira
Acting through Jose Manuel Ventura Garcês (Regional Secretary of Plan and Finance) or any legal
deputy thereof (the "Guarantor")

For the benefit of DEPFA Deutsche Pfandbriefbank AG, (the "Bank") or in case of an assignment of
the claims under the Assignable Loan Agreement (as defined below) any assignee (the "Assignee")
of a loan of
EUR 100,000,000 2006/2031

granted to

MPE - Madeira Parques Empresariais, Sociedade Gestora, S.A.
SDNM - Sociedade de Desenvolvimento do Norte da Madeira, S.A.
Ponta do Oeste-Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A.
Sociedade de Desenvolvimento do Porto Santo, S.A.
Sociedade Metropolitana de Desenvolvimento, S.A.
(collectively known as "SDM")

(the "Loan")

- (1) The Guarantor hereby irrevocably and unconditionally guarantees to the Bank or the Assignee, as the case may be, the due and punctual payment of principal and interest in respect of the Loan in accordance with the terms and conditions of the Assignable Loan Agreement dated 23 October 2006 (the "Assignable Loan Agreement"), a copy of which is attached hereto and forms part of this Guarantee. Furthermore, the Guarantor irrevocably and unconditionally guarantees to the Bank or the Assignee, as the case may be, the due and punctual payment of principal and interest in respect of the Loan in accordance with the Assignable Loan Agreement in the event that the Borrowers exercise their right to terminate the Assignable Loan Agreement in accordance with § 4 subparagraph 3 and § 5 subparagraph 3 of the Assignable Loan Agreement.
- (2) This Guarantee constitutes an unconditional, unsecured (subject to (4) hereunder) and unsubordinated obligation of the Guarantor and ranks pari passu with all other unsecured and unsubordinated obligations of the Guarantor outstanding from time to time, subject to any obligations preferred by law.
- (3) During the term of the Loan and until its full repayment the Guarantor undertakes not to secure upon its assets any borrowed money (including any guarantee or indemnity assumed for such financing of third parties), without at the same time having the Bank or the Assignee, as the case may be, share pari passu and pro rata in such security. The foregoing sentence shall not apply in respect of any security created by the Guarantor over real property and in respect of Borrowed Money Indebtedness which pursuant to the original terms and conditions governing such Borrowed Money Indebtedness must be secured by creating such security.

"Borrowed Money Indebtedness" means any liability having an original maturity of more than one year that results from, or is evidenced by, bonds, notes, loans including assignable loans, debenture or other securities.

- (4) According to article 14 of Decreto Legislativo Regional no. 24/2002/M of 23 December 2002, as amended by Decreto Legislativo Regional no. 18/2003/M of 24 July 2003, article 12 of Decreto Legislativo Regional no. 1/2005/M of 18 February 2005, and Decreto Legislativo

Regional no. 19/2005/M of 24 November 2005 (hereinafter, "Decreto Legislativo Regional no. 24/2002/M"), the Guarantee may be called forfeited ("caducar") if (i) the borrowed monies under the Assignable Loan Agreement are totally or partially used by entities other than the Borrowers, if (ii) the borrowed monies are used for purposes other than those provided for in the resolution approving the rendering of the Guarantee, if (iii) the borrowed monies are not used within five years as from the Drawdown Date of the Assignable Loan Agreement or if the relevant reimbursement date occurs after the 25th anniversary of the Drawdown Date of the Assignable Loan Agreement, or if (iv) the Bank fails to deliver to the Guarantor within 120 days from the Guarantee copies of other guarantees under the Assignable Loan Agreement, if any.

The Guarantor hereby irrevocably and unconditionally guarantees to the Bank that it will take all necessary action to make the Borrowers comply with their obligations under the Assignable Loan Agreement so that none of the facts listed in article 14 of Decreto Legislativo Regional no. 24/2002/M will ever occur. Should the Guarantor fail to take all necessary action to make the Borrowers comply with their obligations under the Assignable Loan Agreement so that none of the facts listed in article 14 of Decreto Legislativo Regional no. 24/2002/M will ever occur and any of such facts occurs and the Guarantee is, for any reason whatsoever, declared by a court as forfeited ("caduca"), the Guarantor irrevocably and unconditionally undertakes to pay to the Bank an indemnity in an amount corresponding to the amount of the Loan including accrued interest on the Loan which, as on the date of a court decision, is outstanding.

- (5) All payments due under this Guarantee shall be made without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by or in or on behalf of Portugal or by or on behalf of any political subdivision or authority therein having power to tax, unless such deduction or withholding is required by law. In such event, the Guarantor shall pay such additional amounts of principal and interest as may be necessary in order that the net amounts received by the Bank after such deduction or withholding shall equal the respective amounts of principal and interest which would have been receivable had no such deduction or withholding been required.
- (6) The obligations of the Guarantor under this Guarantee (i) shall be separate and independent from the obligations of the Borrowers under the Assignable Loan Agreement, (ii) shall exist irrespective of the legality, validity and binding effect or enforceability of the Assignable Loan Agreement, and (iii) shall not be effected by any event, condition or circumstance of whatever nature, whether factual or legal, save the full, definitive and irrevocable satisfaction of any and all payment obligations expressed to be assumed under the Assignable Loan Agreement.
- (7) This Guarantee and all undertakings contained herein constitute a contract for the benefit of the Bank or the Assignee, as the case may be, as third party beneficiaries pursuant to § 328 (1) BGB (German Civil Code) giving rise to the right of the Bank and Assignee, as the case may be, to require performance of the obligations undertaken herein directly from the Guarantor and to enforce such obligations directly against the Guarantor.

When payments due under the Assignable Loan Agreement have not been made, the Guarantor can be sued for this purpose by the Bank or the Assignee, as the case may be, without prior legal action of the Bank or the Assignee, as the case may be, against the Borrowers.

- (8) Any modification of the Assignable Loan Agreement, herewith attached, shall be submitted to the prior written consent of the Guarantor. The Guarantor can only refuse to give its consent in case that such modification is susceptible to affect its responsibilities.
- (9) DEPFA Deutsche Pfandbriefbank AG, which accepted this Guarantee, does not act in any relationship of agency or trust in a fiduciary or in any other similar capacity for any Assignee.

- (10) Terms used in this Guarantee and not otherwise defined herein shall have the meaning attributed to them in the Assignable Loan Agreement.
- (11) The Guarantor warrants to the Bank or the Assignee, as the case may be, that the issue of this Guarantee complies with the limits set out in Decreto Legislativo Regional no. 21-A/2005/M of 30 December 2005, and has been duly approved and authorized by the Regional Government of Madeira ("Governo Regional da Madeira") and issued by the Regional Secretary of Plan and Finance ("Secretário Regional do Plano e Finanças") in accordance with the provisions of Decreto Legislativo Regional no. 24/2002/M of 23 December 2002, as amended by Decreto Legislativo Regional no. 18/2003/M of 24 July 2003, by article 12 of Decreto Legislativo Regional no. 1/2005/M of 18 February 2005 and Decreto Legislativo Regional no. 19/2005/M of 24 November 2005, and the performance by the Guarantor of its obligations under this Guarantee is valid, legal and binding and in accordance with the terms of all applicable legislation.
- (12) The Guarantor hereby irrevocably waives with respect to itself or its property or its assets any immunity (whether on the grounds of sovereign immunity or otherwise) from legal process (whether in respect of service of process, obtaining of a judgement, attachment, execution of a judgement otherwise) in respect of its obligations under the Guarantee which may be instituted against it in any competent court.
- (13) The original version of this Guarantee is legally binding in the English version and shall be delivered to DEPFA Deutsche Pfandbriefbank AG. Six certified copies of the Guarantee, each accompanied by a translation into Portuguese for convenience only, will be provided to and kept each by the Guarantor and the Borrowers.
- (14) The invalidity, illegality or unenforceability of a number or a paragraph of this Guarantee does not affect or impair the continuation in full force and effect of the remaining numbers and paragraphs of this Guarantee.
- (15) The rights and duties arising from this Guarantee shall be exclusively governed by the laws of the Portuguese Republic. Place of performance for the obligations of the Guarantor shall be Lisbon and the parties elect the court of Lisbon ("Tribunal da Comarca de Lisboa") as the competent court in case of litigation.

Funchal, on 23 October 2006

Represented by the Regional Secretary of Plan and Finance



(José Manuel Ventura Garcês)

We accept all the terms of the above Guarantee
Eschborn, on 23 October 2003

DEPFA Bank plc



22 December 2005

**SOCIEDADE DE DESENVOLVIMENTO DO PORTO SANTO, S.A., Madeira, Portugal,
PONTA DO OESTE - SOCIEDADE DE PROMOÇÃO E DESENVOLVIMENTO DA ZONA
OESTE DA MADEIRA, S.A., Madeira, Portugal,
SOCIEDADE DE DESENVOLVIMENTO DO NORTE DA MADEIRA, S.A., Madeira,
Portugal,
MADEIRA PARQUES EMPRESARIAIS, S.A., Madeira, Portugal,
SOCIEDADE METROPOLITANA DE DESENVOLVIMENTO, S.A., Madeira, Portugal,**

each as a Borrower and together as Borrowers

and

DEUTSCHE BANK AKTIENGESELLSCHAFT, Frankfurt am Main, Germany,

as Lender

and

DEUTSCHE BANK AKTIENGESELLSCHAFT, Frankfurt am Main, Germany,

as Paying Agent and Calculation Agent

**EURO 100,000,000 SCHULDSCHEIN
DUE 2030**

(CERTIFICATE EVIDENCING AN ASSIGNABLE LOAN AGREEMENT)



**LOAN AGREEMENT
(SCHULDSCHEINDARLEHEN)**

made of 22 December 2005

between

**SOCIEDADE DE DESENVOLVIMENTO DO PORTO SANTO, S.A., Madeira, Portugal,
PONTA DO OESTE - SOCIEDADE DE PROMOÇÃO E DESENVOLVIMENTO DA ZONA
OESTE DA MADEIRA, S.A., Madeira, Portugal,
SOCIEDADE DE DESENVOLVIMENTO DO NORTE DA MADEIRA, S.A., Madeira,
Portugal,
MADEIRA PARQUES EMPRESARIAIS, S.A., Madeira, Portugal,
SOCIEDADE METROPOLITANA DE DESENVOLVIMENTO, S.A., Madeira, Portugal,**
(each a "Borrower" and together the "Borrowers")

and

DEUTSCHE BANK AKTIENGESELLSCHAFT, Frankfurt am Main, Germany, (the "Bank"),

**§ 1
(The Loan)**

(1) The Bank shall grant the Borrowers a loan (the "Loan") evidenced by this certificate (including all its annexes) (the "Schuldschein") in the aggregate principal amount (the "Aggregate Principal Amount") of

**Euro 100,000,000
(in words: one hundred million Euro)**

to be unconditionally and irrevocably guaranteed by the Autonomous Region of Madeira, Madeira, Portugal, ("Guarantor").

The Aggregate Principal Amount is split among the Borrowers as follows:

Sociedade de Desenvolvimento do Porto Santo, S.A. ("SDPS")	Euro 27.5 million
Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona Oeste da Madeira, S.A. ("SDPO")	Euro 27.5 million
Sociedade de Desenvolvimento do Norte da Madeira, S.A. ("SDNM")	Euro 10.0 million
Madeira Parques Empresariais, S.A. ("MPE")	Euro 7.5 million
Sociedade Metropolitana de Desenvolvimento, S.A. ("SMD")	Euro 27.5 million

(2) Each of the Borrowers represents and warrants that all conditions under the laws of Portugal relating to the validity and enforceability of the obligations arising from this agreement have been fulfilled, and in particular that all necessary governmental and regulatory consents, if any, have been obtained and the Loan is not in conflict with any EU States Aid rules.

§ 2 **(Disbursement)**

(1) The Loan will be disbursed by the Bank on 29 December 2005 (the "**Disbursement Date**"). Details of the disbursement are specified in a separate letter dated 22 December 2005.

(2) The payment of the Loan shall be subject to the Bank having received not later than three Business Days before the Disbursement Date, the documents listed in Annex 1 attached thereto.

§ 3 **(Interest)**

(1) The Loan shall bear interest on its Outstanding Principal Amount (as defined in § 4 below) from the Disbursement Date (inclusive) to the first Interest Payment Date (the "**Interest Payment Date**") (exclusive) and thereafter from each Interest Payment Date (inclusive) to the next following Interest Payment Date (exclusive). Interest on the Loan shall be payable on each Interest Payment Date.

"**Interest Payment Date**" means each 29 June and 29 December, commencing on 29 June 2006.

If any Interest Payment Date is not a Business Day (as defined below), it shall be postponed to the next following Business Day unless it would thereby fall into the next calendar month, in which event the payment date shall be the immediately preceding Business Day. The Bank shall not be entitled to further interest or other payment in respect of such delay.

"**Business Day**" means any day (other than a Saturday or a Sunday) on which the Trans-European Automated Real-Time Gross Settlement Transfer (TARGET) System is open for the Settlement of payments in Euro.

(2) The rate of interest (the "**Rate of Interest**") for each Interest Period (as defined below) will, except as provided below, be the offered quotation (expressed as a percentage rate per annum) for six month EURIBOR for that Interest Period which appears, as the case may be, on the Screen Page as of 11:00 a.m. (Frankfurt time) on the Interest Determination Date (as



defined below) plus the Margin (as defined below), all as determined by the Deutsche Bank Aktiengesellschaft, as the calculation agent (the "Calculation Agent").

"Interest Period" means each period from (and including) the Disbursement Date to (but excluding) the first Interest Payment Date and from (and including) each Interest Payment Date to (but excluding) the following Interest Payment Date.

"Interest Determination Date" means the second Business Day prior to the commencement of the relevant Interest Period.

"Margin" means plus 0.13% per annum.

"Screen Page" means Reuters page EURIBOR01 (or such other screen page of Reuters or such other information service, which has been designated as the successor to Reuters page EURIBOR01 for the purpose of displaying such rates).

If the Screen Page is not available or if no such quotation appears as at such time, the Calculation Agent shall request each of the Reference Banks (as defined below) to provide the Calculation Agent with their offered quotation (expressed as a percentage rate per annum) for deposits in the six-month-EURIBOR for the relevant Interest Period to leading banks in the interbank market of the Euro-Zone at approximately 11.00 a.m. (Frankfurt time) on the Interest Determination Date. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations plus the Margin, all as determined by the Calculation Agent.

If on any Interest Determination Date only one or none of the selected Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the selected Reference Banks or any two or more of them, at which such rates were offered, as at 11.00 a.m. (Frankfurt time) on the relevant Interest Determination Date, deposits in the six-month-EURIBOR for the relevant Interest Period by leading banks in the interbank market of the Euro-Zone plus the Margin or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the six-month-EURIBOR for the relevant Interest Period, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the six-month-EURIBOR for the relevant Interest Period, at which, on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent suitable for such purpose) inform(s) the Calculation Agent it is or they are quoting to leading banks in the interbank market of the Euro-Zone (or, as the case may be, the quotations of such bank or banks to the Calculation Agent) plus the Margin. If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be the offered



quotation or the arithmetic mean of the offered quotations on the Screen Page, as described above, on the last day preceding the Interest Determination Date on which such quotations were offered plus the Margin (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

As used herein, **'Reference Banks'** means those offices of at least four of such banks whose offered rates were used to determine such quotation when such quotation last appeared on the Screen Page.

"Euro-Zone" means the region comprised of those member states of the European Union that have adopted or will have adopted from time to time the euro as the single currency.

(3) The Calculation Agent will, on the Interest Determination Date, determine the Rate of Interest and calculate the amount of interest (the **"Interest Amount"**) payable on the Loan for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to the Aggregate Principal Amount of Loan and rounding the resultant figure to the nearest cent, with 0.5 cent or more being rounded upwards.

(4) The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to Deutsche Bank Aktiengesellschaft, as the paying agent (the **"Paying Agent"**) as soon as possible after their determination, but in no event later than the fourth Business Day thereafter.

(5) All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 3 by the Calculation Agent shall (in the absence of manifest error) be binding on the Borrowers, the Bank and the Paying Agent.

(6) Subject to § 6 below, the Loan shall cease to bear interest on the final Interest Payment Date.

(7) **"Day Count Fraction"** means, in respect of the calculation of an amount of interest on the Loan for any period of time (the **"Calculation Period"**) the actual number of days elapsed in the Calculation Period divided by 360.

§ 4 (Repayment)

(1) Unless previously repaid, the Loan shall be repaid at the Instalment Dates and in the Instalment Amounts set forth below, and the Outstanding Principal Amount (as defined below) will be reduced by the respective Borrower accordingly:

Instalment Date	Instalment Amounts of SDPS	Instalment Amounts of SDPO	Instalment Amounts of SDNM	Instalment Amounts of MPE	Instalment Amounts of SMD
29 June 2016	26.583.333,33	26.583.333,33	9.666.666,67	7.250.000,00	26.583.333,33
29 December 2016	25.666.666,67	25.666.666,67	9.333.333,33	7.000.000,00	25.666.666,67
29 June 2017	24.750.000,00	24.750.000,00	9.000.000,00	6.750.000,00	24.750.000,00
29 December 2017	23.833.333,33	23.833.333,33	8.666.666,67	6.500.000,00	23.833.333,33
29 June 2018	22.916.666,67	22.916.666,67	8.333.333,33	6.250.000,00	22.916.666,67
29 December 2018	22.000.000,00	22.000.000,00	8.000.000,00	6.000.000,00	22.000.000,00
29 June 2019	21.083.333,33	21.083.333,33	7.666.666,67	5.750.000,00	21.083.333,33
29 December 2019	20.166.666,67	20.166.666,67	7.333.333,33	5.500.000,00	20.166.666,67
29 June 2020	19.250.000,00	19.250.000,00	7.000.000,00	5.250.000,00	19.250.000,00
29 December 2020	18.333.333,33	18.333.333,33	6.666.666,67	5.000.000,00	18.333.333,33
29 June 2021	17.416.666,67	17.416.666,67	6.333.333,33	4.750.000,00	17.416.666,67
29 December 2021	16.500.000,00	16.500.000,00	6.000.000,00	4.500.000,00	16.500.000,00
29 June 2022	15.583.333,33	15.583.333,33	5.666.666,67	4.250.000,00	15.583.333,33
29 December 2022	14.666.666,67	14.666.666,67	5.333.333,33	4.000.000,00	14.666.666,67
29 June 2023	13.750.000,00	13.750.000,00	5.000.000,00	3.750.000,00	13.750.000,00
29 December 2023	12.833.333,33	12.833.333,33	4.666.666,67	3.500.000,00	12.833.333,33
29 June 2024	11.916.666,67	11.916.666,67	4.333.333,33	3.250.000,00	11.916.666,67
29 December 2024	11.000.000,00	11.000.000,00	4.000.000,00	3.000.000,00	11.000.000,00
29 June 2025	10.083.333,33	10.083.333,33	3.666.666,67	2.750.000,00	10.083.333,33

Instalment Date	Instalment Amounts of SDPS	Instalment Amounts of SDPO	Instalment Amounts of SDNM	Instalment Amounts of MPE	Instalment Amounts of SMD
29 December 2025	9.166.666,67	9.166.666,67	3.333.333,33	2.500.000,00	9.166.666,67
29 June 2026	8.250.000,00	8.250.000,00	3.000.000,00	2.250.000,00	8.250.000,00
29 December 2026	7.333.333,33	7.333.333,33	2.666.666,67	2.000.000,00	7.333.333,33
29 June 2027	6.416.666,67	6.416.666,67	2.333.333,33	1.750.000,00	6.416.666,67
29 December 2027	5.500.000,00	5.500.000,00	2.000.000,00	1.500.000,00	5.500.000,00
29 June 2028	4.583.333,33	4.583.333,33	1.666.666,67	1.250.000,00	4.583.333,33
29 December 2028	3.666.666,67	3.666.666,67	1.333.333,33	1.000.000,00	3.666.666,67
29 June 2029	2.750.000,00	2.750.000,00	1.000.000,00	750.000,00	2.750.000,00
29 December 2029	1.833.333,33	1.833.333,33	666.666,67	500.000,00	1.833.333,33
29 June 2030	916.666,67	916.666,67	333.333,33	250.000,00	916.666,67

Whereby each of the Borrowers will transfer to the Paying Agent its pro rata share of the respective Instalment Amounts as shown above. The obligation to transfer the Instalment Amounts to the Paying Agent in accordance with §9 of this agreement is joint and not several.

If any Instalment Date would otherwise fall on a day which is not a Business Day (as defined in § 3 above), it shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the payment date shall be the immediately preceding Business Day. The Bank shall not be entitled to any further interest or other payment in respect of such delay.

"Outstanding Principal Amount" means the Aggregate Principal Amount and, starting in June 2016, the amount reduced semi-annually by the Instalment Amounts.

(2) In the case of a partial assignment the reduction of the Outstanding Principal Amount will be allocated to the outstanding tranches of the Loan.

(3) The Borrowers may jointly not several repay the Loan in whole, but not in part on the respective Call Repayment Date (as defined below) at the Outstanding Principal Amount together with accrued interest, if any, to (but excluding) the Call Repayment Date. Whereby each of the Borrowers will repay its pro rata share of the respective Outstanding Principal Amount plus accrued interest, if any. Notice of repayment including the Call Repayment Date



and the Call Repayment Amount shall be given by the Borrower to the Paying Agent at least ten Business Days before the Call Repayment Date.

"Call Repayment Date" means each 29 December and 29 June, starting 29 December 2015.

(4) Except as provided in § 4 subparagraph (2), § 5 subparagraph (3) and § 8, the Borrowers are not entitled to prepay, and the Bank (as defined in § 5 below) is not entitled to require prepayment of, the Loan.

§ 5 (Taxes)

(1) All payments of principal and interest due under this agreement shall be made without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by or in or on behalf of Portugal or by or on behalf of any political subdivision or authority therein having power to tax (hereinafter together called "**Withholding Taxes**"), unless such deduction or withholding is required by law. In such event, the Borrowers shall pay such additional amounts of principal and interest as may be necessary in order that the net amounts received by the Bank after such deduction or withholding shall equal the respective amounts of principal and interest which would have been receivable had no such deduction or withholding been required. No such additional amounts shall, however, be payable on account of any taxes, duties or governmental charges which are payable by reason of the Bank having, or having had, some personal or business connection with Portugal and not merely by reason of the fact that payments in respect of the Loan are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, Portugal.

(2) Each of the Borrowers shall promptly notify the Paying Agent if he shall become legally obliged at any time to deduct or withhold payments which would otherwise be due under this agreement (or if the amounts or method of determination for such deductions or withholdings should be changed).

(3) If, as a result of any change in, or amendment to, the laws or regulations prevailing in Portugal, which change or amendment becomes effective on or after the date as of which this agreement is made, or as a result of any application or official interpretation of such laws or regulations not generally known before that date, Withholding Taxes are or will be leviable on payments of principal or interest under this agreement and, by reason of the obligation to pay additional amounts as provided in subparagraph (1) or otherwise, such Withholding Taxes are to be borne jointly not several by the Borrowers, the Borrowers may prepay jointly not several, each at his pro rata share on the Outstanding Principal Amount plus accrued interest, the Loan in whole, but not in part, at any time, on giving not less than 30 days' notice, at the Outstanding Principal Amount thereof, together with interest accrued to the date fixed for prepayment, and together with an amount (the "**Compensation Amount**") as specified in subparagraph (4), provided that no such notice of prepayment shall be given earlier than 90



days prior to the earliest date on which the Borrowers would be obliged to withhold or pay Withholding Taxes were a payment in respect of this agreement then made.

(4) The Compensation Amount shall be the amount determined by the Paying Agent necessary to compensate the Bank for any losses suffered by them when reinvesting the amount prepaid for the period from the date of prepayment to the scheduled repayment dates specified in § 4.

(5) Any such notice of prepayment shall be given in writing and shall be addressed to the Paying Agent. It shall be irrevocable, must specify the date fixed for prepayment and must set forth a statement in summary form of the facts constituting the basis for the right of the Borrowers so to prepay.

(6) For the purpose of this § 5 the term "principal" shall include any Compensation Amount which may be due.

§ 6 (Default Interest)

(1) If the full amount of interest or principal payable from time to time is not received by the Paying Agent on or before the respective due date, this amount will continue to accrue interest at the default rate which shall be the equivalent of the Rate of Interest for the last preceding Interest Period plus one per cent. per annum.

(2) The default interest shall cease to accrue as soon as the relevant overdue amounts have been paid.

§ 7 (Guarantee, Negative Pledge, Status)

(1) As set out in the Guarantee, a form of which is attached hereto as Annex 3 (the "Guarantee"), the payment of principal and interest is unconditionally and irrevocably guaranteed by the Guarantor.

(2) Each of the Borrowers represents and warrants that its obligations under this agreement constitute unsecured and unsubordinated obligations of the respective Borrower and rank *pari passu* with any other unsecured and unsubordinated obligations of the respective Borrower, present and future. During the term of the Loan and until its full repayment the respective Borrower will not, without the prior written consent of the Bank as the case may be, create or permit to be outstanding any mortgage, charge, lien, pledge or other similar encumbrance (but excluding, for the avoidance of doubt, any contractual or statutory rights of set-off) or security interest upon the whole or any part of its assets, present or future (including any uncalled capital), to secure Borrowed Money Indebtedness (as defined in subparagraph (3) below) or any guarantee or indemnity given in respect of any Borrowed Money Indebtedness,



unless at the same time or prior thereto, the respective Borrower's obligations under the Loan (i) are secured equally and rateably therewith or benefit from a guarantee or indemnity in substantially identical terms thereto or (ii) have the benefit of such other security, guarantee, indemnity or other arrangement as shall be approved by the Bank.

Provided always that the foregoing provisions shall not apply to any mortgage, charge, lien, pledge or other similar encumbrance or security interest upon the whole or any part of its assets, present or future (including any uncalled capital) created or arising (i) in the ordinary course of carrying business in Portugal or (ii) any mortgage, charge, lien, pledge or other similar encumbrance or security interest upon the whole or any part of its assets, present or future (including any uncalled capital) which secures solely the whole or any part of the purchase price for the properties or assets subject thereto.

(3) "**Borrowed Money Indebtedness**" means any liability having an original maturity of more than one year that results from, or is evidenced by, bonds, notes, loans including assignable loans, debentures or other securities.

§ 8 **(Events of Default)**

(1) If any of the following events (each an "**Event of Default**") occurs and is continuing, the Bank is entitled to demand immediate repayment jointly from the Borrowers of the Outstanding Principal Amount of the Loan plus accrued interest

- (a) a Borrower fails to pay any principal of or interest or any amount due under this agreement, when due and payable and such failure continues for a period of 14 days, or
- (b) a Borrower or the Guarantor does not perform or comply with any one or more of its other obligations under this agreement or the Guarantee and such default is incapable of remedy or, if such default is capable of remedy, such default continues for more than 30 days after written notice requiring such default to be remedied shall have been given to the respective Borrower or the Guarantor by the Bank, or
- (c) a Borrower fails to fulfill any payment obligation, the amount of which exceeds Euro 15,000,000 or the equivalent in any other currency, when due, arising from Borrowed Money Indebtedness or from any guarantee or indemnity in respect thereof and such default continues for more than 45 days after written notice of such default is given to the respective Borrower by the Bank, or any such payment obligation becomes due prematurely by reason of any default of the respective Borrower, or
- (d) other events occur that materially and adversely affect the ability of a Borrower to perform its respective payment obligations under this agreement, or

- (e) the repayment of any Borrowed Money Indebtedness owed by a Borrower or by the Guarantor is accelerated by reason of default and such acceleration has not been rescinded or annulled, or the respective Borrower defaults (after whichever is the longer of any originally applicable period of grace and 14 days after the due date) in any payment of any Borrowed Money Indebtedness or in the honouring of any guarantee or indemnity in respect of any Borrowed Money Indebtedness provided that no such event shall constitute an Event of Default unless the aggregate amount of all Borrowed Money Indebtedness relating to which any such event has occurred exceeds Euro 15,000,000 (or its equivalent in any other currency or currencies), or
- (f) a Borrower shall stop payment of or shall be unable to pay, or shall admit its inability to pay its debts as they fall due, or shall be adjudicated or found bankrupt or insolvent by a court of competent jurisdiction or shall make a conveyance or assignment for the benefit of all or a majority of its creditors, or
- (g) the Guarantee ceases to be, or is claimed by the Guarantor not to be, in full force and effect, or
- (h) a Borrower or the Guarantor causes or is subject to any event with respect to it which, under the laws of any relevant jurisdiction (including but not limited to Portugal), has an analogous effect to any of the events referred to in paragraphs (f) above.
- (2) In the case of a partial assignment of the claims under this agreement each assignee shall be entitled to independently exercise the rights under subparagraph (1) for the portion of the Loan assigned to it.
- (3) Any such demand referred to in subparagraph (1) shall be made in writing and shall be transmitted to the respective Borrower through the Paying Agent, without undue delay.
- (4) If the Loan is prematurely repaid for reasons mentioned in subparagraph (1), the respective Borrower shall indemnify the Bank for any loss resulting from such premature repayment. Such loss shall include, without limitation, the Compensation Amount (as defined in § 5 subparagraph (4)).

§ 9

(Payments)

- (1) The Borrowers shall jointly - each at its pro rata share -, not later than 10.00 hours (Frankfurt time) on the day prior to the respective payment date, remit all the funds due under this agreement to an account with the Paying Agent in immediately available funds. The Borrowers will confirm by fax to the Paying Agent three Business Days prior to the due date for any such payment that it has issued irrevocable instructions for such payment to be made to the Paying Agent. From the funds so provided the Paying Agent shall pay principal and interest, as well as any further amounts due, to the Bank and to the assignee(s), if any, shown on the latest respective notification of assignment received by the Paying Agent at

least 28 days prior to the time of payment. No interest is owed on the funds so provided. The respective accounts at the Paying Agent will be free of charge and provisions for the Borrowers.

(2) Regardless of the fact that all payments during the full term of the Loan shall be effected exclusively through the Paying Agent, only the payment to the assignee(s) or to a bank or other institution designated by such assignee(s) shall release the respective Borrower from its respective obligations, if and to the extent that the Paying Agent has received written notification of the assignment to such assignee(s) at least 28 days before the relevant payment date.

(3) All amounts payable under this agreement shall be paid with Deutsche Bank Aktiengesellschaft, Frankfurt am Main, or to such other account and with such bank as the Paying Agent may from time to time notify to the Borrowers, regardless of the nationality, domicile or residence of the Bank or any assignee and without it being permissible to require the execution of an affidavit or compliance with any other formality whatsoever.

(4) Payments by the Borrowers shall be applied by the Paying Agent in the sequence provided for in § 367 subparagraph (1) of the German Civil Code to the amounts payable under the Loan. In the case of partial assignments, if the payments received from the Borrowers are insufficient to cover any particular amount payable under this agreement in full, the Paying Agent shall allocate the funds received pro rata among the holders of the Loan.

(5) The Borrowers agree to indemnify and hold harmless the Bank, the Calculation Agent and the Paying Agent against all claims, actions and demands, as well as any damages, costs and losses connected therewith, arising out of or relating to the performance of the duties with respect to the Loan except such as may result from a failure to observe the due care of a proper merchant ("*Sorgfalt eines ordentlichen Kaufmannes*").

(6) The obligations of the Borrowers to remit all funds due under this agreement are joint not several.

§ 10

(Counterclaims)

Each of the Borrowers waives any right of set-off against the claim arising from the Loan or the Guarantee as well as the exercise of any pledge, right of retention or other rights which could adversely affect the claims under this agreement or the Guarantee. This stays in force as long as the Loan is considered as fixed reserve ("*gebundenes Vermögen*") in accordance with § 54 subparagraph (3) VAG, law of the supervision of insurance companies ("*Versicherungsaufsichtsgesetz*"), in connection with the regulation of investment ("*Anlageverordnung*"), this shall also be the case in the event of insolvency, insolvency plan proceedings or similar proceedings.

§ 11
(Assignments)

(1) The Bank shall be entitled to assign in full or in part the claims under this agreement and the Guarantee provided the assignee or assignees are not resident in Portugal nor have a permanent establishment in Portugal. Partial assignments can be made in amounts of EUR 10,000,000 and multiple thereof.

(2) Any assignment must be made in writing and should substantially be in accordance with the form of assignment agreement attached hereto as Annex 2. Any assignment of claims under this agreement shall be deemed pro tanto to be also an assignment of the claims under the Guarantee. The assignee shall have the same rights and title under this agreement as the Bank, except as otherwise stated herein. Any assignment of claims must be immediately notified by the assignee and the assignor to the Paying Agent and to Dra. Ana Cristina Gouveia, Vice-presidência do Governo Regional da Madeira on behalf of the Borrowers by providing a copy of the duly completed and signed assignment agreement.

(3) Deutsche Bank Aktiengesellschaft, shall act as receiving agent on behalf of the Bank in respect of any communications sent by the Borrowers and the Calculation Agent.

(4) Deutsche Bank Aktiengesellschaft, shall in such agency functions not be responsible for more than the due care of a proper merchant. It shall be exempt from the restrictions of § 181 German Civil Code.

(5) Each of the Borrowers shall not be entitled to assign rights arising from this agreement or from the Guarantee to third parties.

§ 12
(Amendments, Partial Invalidity)

(1) Any amendment to this agreement shall be valid only if made in writing by the parties hereto.

(2) Should any of the provisions of this agreement be or become invalid, in whole or in part, the other provisions of this agreement shall remain in force. Invalid provisions shall, according to the intent and purpose of this agreement, be replaced, by such valid provisions which in their economic effect come as close as legally possible to that of the invalid provisions.

§ 13
(Expenses)

The Borrowers shall jointly not several bear all fees and expenses, including stamp duties, legal fees and the costs of legal opinions, if any, now or in future incurred in connection with the preparation of, any prepayment or any default under, or any waiver or modification of

provisions of, this agreement or the Guarantee. The expenses shall be agreed upon in a separate letter between the Borrowers and the Bank.

§ 14
(Information Requirements)

(1) Each of the Borrowers shall inform the Paying Agent, as the case may be, during the term of this agreement about its respective financial situation and the development of its respective activities by sending its most recent annual and published interim financial reports, in each case promptly after finalization and publication, if any, of such reports.

(2) Each of the Borrowers shall furthermore promptly notify the Paying Agent, as the case may be, of all matters which would have a material adverse effect on the contractual relationship.

§ 15
(Communications)

All notices and other communications under this agreement, (unless otherwise expressly contemplated herein), shall be in writing and in the English language and shall either be delivered by hand or sent by fax or registered mail in each case, to the following address, or fax number of the intended recipient;

if intended for the Borrowers, to

Dra. Ana Cristina Gouveia
Vice-presidência do Governo Regional da Madeira
Edifício do Governo Regional
Av. Zarco
9004-527 Funchal

Fax: 00351291232102
Tel: 00351 291212109

on behalf of

Sociedade de Desenvolvimento do Porto Santo
Ponta do Oeste - Sociedade de Promoção e Desenvolvimento da Zona
Oeste da Madeira
Sociedade de Desenvolvimento do Norte da Madeira
Madeira Parques Empresariais
Sociedade Metropolitana de Desenvolvimento

if intended for the Guarantor, to

Região Autónoma da Madeira
Secretário Regional do Plano e Finanças
Avenida Zarco
9005-527 FUNCHAL, PORTUGAL



Tel: +351 291 212170
Fax: +351 291 233126

if intended for the Bank to

Deutsche Bank Aktiengesellschaft
Große Gallusstraße 10-14
60272 Frankfurt am Main
Germany
Tel: +49 69 910 33282
Fax: +49 69 910 38311

if intended for payments to the Bank or the Calculation Agent to

Deutsche Bank Aktiengesellschaft
Trust & Securities Services
Große Gallusstraße 10-14
60272 Frankfurt am Main
Germany
Tel: +49 69 910 30817
Fax: +49 69 910 38672

and if intended for any communications in respect to assignments

Deutsche Bank Aktiengesellschaft
CIB GTO Debt Securities Operations Europe
Borrowers Note-Loans
Große Gallusstraße 10-14
60272 Frankfurt am Main
Tel.: +49 69 910 38547
Fax: +49 69 910 41325

or any other person, address or fax number notified by either party from time to time for such purposes) and shall be considered served and received:

- in the case of delivery by hand, upon delivery or upon refusal on presentation;
- in the case of fax, upon its legible and correct transmission to the addressee; the addressee shall be obliged to and responsible for the provision of a fax connection which is ready for use;
- in the case of registered mail, upon receipt being advised to the sender.

§ 16

(Applicable Law, Place of Performance, Jurisdiction)

(1) This agreement and the rights and duties arising there from shall in all respects be governed by German law. The Guarantee and the rights and duties arising there from shall in all respects be governed by the laws of Portugal.



(2) Place of performance shall be Frankfurt am Main, Germany.

(3) The place of jurisdiction for all proceedings arising from matters provided for in this agreement shall be Frankfurt am Main. The Bank, however, may also pursue their claims before courts in any other country in which assets of the Borrowers are located.

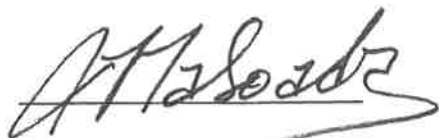
(4) For any legal disputes or other proceedings before German courts, the Borrowers appoint the consulate general of Portugal, Zeppelinallee 15, in 60325 Frankfurt am Main as authorized agent for accepting service of process on their behalf.

§ 17
(Miscellaneous)

This agreement shall be signed in six counterparts. Each counterpart shall be considered an original. In order to furnish proof of the claim the presentation of the agreement is not required. The Annexes 1, 2 and 3 to this agreement shall be deemed to form part of this agreement.

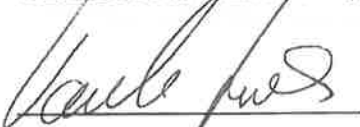
Frankfurt am Main, 22 December 2005

SOCIEDADE DE DESENVOLVIMENTO DO PORTO SANTO, S.A., Madeira, Portugal,





PONTA DO OESTE - SOCIEDADE DE PROMOÇÃO E DESENVOLVIMENTO DA ZONA OESTE DA MADEIRA S.A., Madeira, Portugal,



SOCIEDADE DE DESENVOLVIMENTO DO NORTE DA MADEIRA, S.A., Madeira, Portugal,

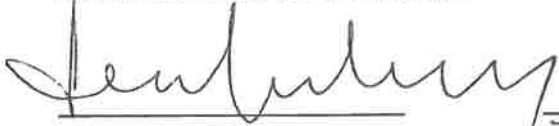


JOÃO CRISTÓFARO JOSÉ COSTA

MADEIRA PARQUES EMPRESARIAIS, S.A., Madeira, Portugal,



SOCIEDADE METROPOLITANA DE DESENVOLVIMENTO, S.A., Madeira, Portugal,



DEUTSCHE BANK AKTIENGESELLSCHAFT



Schedule of the documents to be provided
pursuant to § 2 (2) of the Loan Agreement

- (1) All documents relating to the establishment, constitution and power of each of the Borrowers;
- (2) Resolution of the Board of Directors of each of the Borrower or a duly authorized committee thereof authorizing the execution and delivery by each of the Borrower of the Loan Agreement and conferring authority on the person(s) who sign the Loan Agreement on behalf of the Borrower;
- (3) Resolution of the Regional Government of Madeira approving the rendering of the Guarantee ("*autorização para a emissão de aval*") authorizing the execution and delivery by the Guarantor of the Guarantee and conferring authority on the person(s) who sign the Guarantee on behalf of the Guarantor;
- (4) A list setting forth the names, functions and specimen signatures of all persons authorized to sign, for and on behalf of each of the respective Borrowers, the Loan Agreement and all declarations, statements, reports, certificates and other documents required or permitted by the Loan Agreement and to otherwise act as the representatives of the Borrowers in connection with the matters provided for in the Loan Agreement;
- (5) A list setting forth the names, functions and specimen signatures of all persons authorized to sign, for and on behalf of the Guarantor, the Guarantee;
- (6) Evidence that the process agent for each of the Borrowers has duly been appointed;
- (7) A legal opinion of the legal advisors to the Borrowers and the legal adviser to the Guarantor, in form and substance satisfactory to the Bank;
- (8) The financial statements of each of the Borrowers for the last three financial years;

Unless otherwise specified, one original or copy certified as a true copy by an authorized representative of each of the Borrowers shall be submitted together, in each case, with a certified translation into German or English, if such documents are not in German or English.



Execution Version

Annex 2

(Form of an Assignment Agreement)

ASSIGNMENT AGREEMENT

between

.....
- hereinafter called the Assignor -

and

.....
- hereinafter called the Assignee -

§ 1

(1) The Assignor hereby assigns to the Assignee his (partial) claim against

**SOCIEDADE DE DESENVOLVIMENTO DO PORTO SANTO, Madeira, Portugal,
PONTADO OESTE - SOCIEDADE DE PROMOÇÃO E DESENVOLVIMENTO DA ZONA
OESTE DA MADEIRA, Madeira, Portugal,
SOCIEDADE DE DESENVOLVIMENTO DO NORTE DA MADEIRA, Madeira, Portugal,
MADEIRA PARQUES EMPRESARIAIS, Madeira, Portugal,
SOCIEDADE METROPOLITANA DE DESENVOLVIMENTO, Madeira, Portugal,**

(each a "**Borrower**" and together the "**Borrowers**")

pursuant to the Assignable Loan Agreement dated **[insert date]**, a copy of which is attached hereto, together with interest and all rights ancillary thereto, in the amount of

EUR ●,000,000.-

(in words: euro **[insert amount]** million)

with effect from **[insert date]**.

(2) The Assignee hereby agrees to said assignment.

§ 2

(1) Pursuant to § 9 of the Assignable Loan Agreement, the Borrowers will jointly not several remit the funds necessary for the payment of principal and interest to the Assignee or such



subsequent assignee, if any, as shown by the latest notification of assignment received at least 28 days prior to the time of payment.

(2) From the funds so provided the Paying Agent will, on behalf of the Borrowers, effect the payments of principal and interest to the Assignee or such subsequent assignee, if any, as shown by the latest notification of assignment received by the Paying Agent at least 28 days prior to the time of payment.

§ 3

(1) The Assignor shall immediately notify this assignment in writing, by enclosing a copy of this assignment agreement in the form as required according to § 11 of the Assignable Loan Agreement, to Deutsche Bank Aktiengesellschaft, Trust & Securities Services, Große Gallusstraße 10-14, 60272 Frankfurt am Main, Germany, Fax: +49 69 910 41325 Deutsche Bank (Portugal), S.A., Fax: +351 21 311 1205, indicating the name and address of the Assignee as well as the date from which the Assignee shall be entitled to interest.

(2) The Assignee acknowledges that a subsequent assignment of the (partial) claim under the loan hereby assigned is subject to the restrictions laid out in § 11 of the Assignable Loan Agreement and requires the form provided for in § 11 of the Assignable Loan Agreement and needs to be immediately notified to the Deutsche Bank Aktiengesellschaft, Trust & Securities Services, Große Gallusstraße 10-14, 60272 Frankfurt am Main, Germany, Fax: +49 69 910 41325, in the same manner as described in subparagraph (1).

(3) The Assignee further acknowledges that a payment to the assignee last duly notified to the Paying Agent at least 14 days before the payment shall discharge the Borrowers from their relevant obligations under the Loan.

§ 4

This Assignment Agreement shall in all respects be governed by German law.

§ 5

This Assignment Agreement shall be signed in two counterparts. Each of the agreements will be delivered to [●] on behalf of the Borrowers, to the Assignor and to the Assignee. Each counterpart shall be considered an original.

[Place, Date]

(Assignor)

(Assignee)

Guarantee

by the

The Autonomous Region of Madeira
acting through José Manuel Ventura Garcês (Regional Secretary of Plan and Finance) or any
legal deputy thereof (the "Guarantor")

for the benefit of the Deutsche Bank Aktiengesellschaft (the "Bank")
or in the case of an assignment of the claims under the Assignable Loan Agreement (as
defined below) any assignee (the "Assignee")
of a loan of

€ 100,000,000 of 2005/2030

granted to

**SOCIEDADE DE DESENVOLVIMENTO DO PORTO SANTO, Madeira, Portugal,
PONTA DO OESTE - SOCIEDADE DE PROMOÇÃO E DESENVOLVIMENTO DA ZONA
OESTE DA MADEIRA, Madeira, Portugal,
SOCIEDADE DE DESENVOLVIMENTO DO NORTE DA MADEIRA, Madeira, Portugal,
MADEIRA PARQUES EMPRESARIAIS, Madeira, Portugal,
SOCIEDADE METROPOLITANA DE DESENVOLVIMENTO, Madeira, Portugal,
(the "Loan")**

(1) The Guarantor hereby irrevocably and unconditionally guarantees to the Bank or the Assignee, as the case may be, the due and punctual payment of principal and interest in respect of the Loan in accordance with the terms and conditions of the Assignable Loan Agreement dated 22 December 2005 (the "Assignable Loan Agreement"), a copy of which is attached hereto and forms part of this Guarantee. Furthermore, the Guarantor irrevocably and unconditionally guarantees to the Bank or the Assignee, as the case may be, the due and punctual payment of principal and interest in respect of the Loan in accordance with the Assignable Loan Agreement in the event that the Borrower exercises its right to terminate the Assignable Loan Agreement in accordance with § 489 (2) BGB (German Civil Code) and § 5 of the Assignable Loan Agreement.

(2) This Guarantee constitutes an unconditional, unsecured (subject to (3) hereunder) and unsubordinated obligation of the Guarantor and ranks pari passu with all other unsecured and unsubordinated obligations of the Guarantor outstanding from time to time, subject to any obligations preferred by law.

(3) During the term of the Loan and until its full repayment the Guarantor undertakes not to secure upon its assets any borrowed money (including any guarantee or indemnity assumed for such financing of third parties), without at the same time having the Bank or the Assignee, as the case may be, share pari passu and pro rata in such security. The foregoing sentence shall not apply in respect of any security created by the Guarantor over real property and in

respect of Borrowed Money Indebtedness which pursuant to the original terms and conditions governing such Borrowed Money Indebtedness must be secured by creating such security.

"Borrowed Money Indebtedness" means any liability having an original maturity of more than one year that results from, or is evidenced by, bonds, notes, loans including assignable loans, debentures or other securities.

(4) According to article 14 of *Decreto Legislativo Regional no. 24/2002/M* of 23 December 2002, as amended by *Decreto Legislativo Regional no. 18/2003/M* of 24 July 2003, article 12 of *Decreto Legislativo Regional no. 1/2005/M* of 18 February 2005, and *Decreto Legislativo Regional no. 19/2005/M* of 24 November 2005 (hereinafter, "*Decreto Legislativo Regional no. 24/2002/M*"), the Guarantee may be called forfeited ("*caducar*") if (i) the borrowed monies under the Assignable Loan Agreement are totally or partially used by entities other than the Borrower, if (ii) the borrowed monies are used for purposes other than those provided for in the resolution approving the rendering of the Guarantee, if (iii) the borrowed monies are not used within five years as from the closing date of the Assignable Loan Agreement or if the relevant reimbursement date occurs after the 25th anniversary of the closing date of the Assignable Loan Agreement, or if (iv) the Bank fails to deliver to the Guarantor within 120 days from the Guarantee copies of other guarantees under the Assignable Loan Agreement, if any.

In light of the provision contained in article 330.1 of the Portuguese Civil Code, the Guarantor hereby expressly and irrevocably waives its rights to claim forfeiture ("*renuncia à caducidade*") of the Guarantee, as set forth in article 14 of *Decreto Legislativo Regional no. 24/2002/M*, taking into account the provisions of Assignable Loan Agreement and the special purpose of the borrowings.

Notwithstanding the preceding paragraph, the Guarantor hereby irrevocably and unconditionally guarantees to the Bank that it will take all necessary action to make the Borrower comply with its obligations under the Assignable Loan Agreement so that none of the facts listed in article 14 of *Decreto Legislativo Regional no. 24/2002/M* will ever occur. Should the Guarantor fails to take all necessary action to make the Borrower comply with its obligations under the Assignable Loan Agreement so that none of the facts listed in article 14 of *Decreto Legislativo Regional no. 24/2002/M* will ever occur and any of such facts occurs and the Guarantee is, for any reason whatsoever, declared by a court as forfeited ("*caduca*"), the Guarantor irrevocably and unconditionally undertakes to pay to the Bank an indemnity in an amount corresponding to the amount of the Loan including accrued interest on the Loan which, as on the date of court decision, is outstanding.

(5) All payments due under this Guarantee shall be made without deduction or withholding for or on account of any present or future taxes, duties or governmental charges of any nature whatsoever imposed, levied or collected by or in or on behalf of Portugal or by or on behalf of any political subdivision or authority therein having power to tax, unless such deduction or withholding is required by law. In such event, the Guarantor shall pay such additional amounts of principal and interest as may be necessary in order that the net amounts received by the Bank after such deduction or withholding shall equal the respective amounts of principal and interest which would have been receivable had no such deduction or withholding been required.

(6) The obligations of the Guarantor under this Guarantee (i) shall be separate and independent from the obligations of the Borrower under the Assignable Loan Agreement, (ii)

shall exist irrespective of the legality, validity and binding effect or enforceability of the Assignable Loan Agreement, and (iii) shall not be affected by any event, condition or circumstance of whatever nature, whether factual or legal, save the full, definitive and irrevocable satisfaction of any and all payment obligations expressed to be assumed under the Assignable Loan Agreement.

(7) This Guarantee and all undertakings contained herein constitute a contract for the benefit of the Bank or the Assignee, as the case may be, as third party beneficiaries pursuant to § 328 (1) BGB (German Civil Code) giving rise to the right of the Bank or the Assignee, as the case may be, to require performance of the obligations undertaken herein directly from the Guarantor and to enforce such obligations directly against the Guarantor.

When payments due under the Assignable Loan Agreement have not been made, the Guarantor can be sued for this purpose by the Bank or the Assignee, as the case may be, without prior legal action of the Bank or the Assignee, as the case may be, against the Borrower.

(8) Any modification of the Assignable Loan Agreement, herewith attached, shall be submitted to the prior written consent of the Guarantor. The Guarantor can only refuse to give the consent in case that such modification is susceptible to affect its responsibilities.

(9) Deutsche Bank Aktiengesellschaft, which accepted this Guarantee, does not act in a relationship of agency or trust in a fiduciary or in any other similar capacity for any Assignee.

(10) Terms used in this Guarantee and not otherwise defined herein shall have the meaning attributed to them in the Assignable Loan Agreement.

(11) The Guarantor warrants to the Bank or the Assignee, as the case may be, that the issue of this Guarantee complies with the limits set out in *Decreto Legislativo Regional nr. 1/2005/M* of 18 February and has been duly approved and authorized by the Regional Government of Madeira (*"Governo Regional da Madeira"*) and issued by the Regional Secretary of Plan and Finance (*"Secretário Regional do Plano e Finanças"*) in accordance with the provisions of *Decreto Legislativo Regional no. 24/2002/M* of 23 December 2002, as amended by *Decreto Legislativo Regional no. 18/2003/M* of 24 July 2003 and article 12 of *Decreto Legislativo Regional no. 1/2005/M* of 18 February 2005, and the performance by the Guarantor of its obligations under this Guarantee is valid, legal and binding and in accordance with the terms of all applicable legislation.

(12) The Guarantor hereby irrevocably waives with respect to itself or its property or its assets any immunity (whether on the grounds of sovereign immunity or otherwise) from legal process (whether in respect of service of process, obtaining of a judgement, attachment, execution of a judgement otherwise) in respect of its obligations under the Guarantee which may be instituted against it in any competent court.

(13) The original version of this Guarantee is legally binding in the English version and shall be delivered to, and kept by, Deutsche Bank Aktiengesellschaft. Six certified copies of this Guarantee, each accompanied by a translation into Portuguese for convenience only, will be provided to and kept each by the Guarantor and the Borrowers.



(14) The invalidity, illegality, inefficacy or unenforceability of a number or a paragraph of this Guarantee does not affect or impair the continuation in full force and effect of the remaining numbers and paragraphs of this Guarantee.

(15) The rights and duties arising from this Guarantee shall be exclusively governed by the laws of the Republic of Portugal. Place of performance for the obligations of the Guarantor shall be Lisbon and the parties elect the court of Lisbon ("*Tribunal da Comarca de Lisboa*") as the competent court in case of litigation.

Funchal, on 22 December 2005

represented by the Regional Secretary of Plan and Finance

.....
(José Manuel Ventura Garcês)

We accept all of the terms of the above Guarantee, without any obligo.
Frankfurt am Main, on 22 December 2005.

DEUTSCHE BANK AKTIENGESELLSCHAFT

.....

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]



Deutsche Bank



Deutsche Bank AG
Legal / Debt Capital Markets
Große Gallusstraße 10-14
60272 Frankfurt am Main

**SOCIEDADE DE DESENVOLVIMENTO DO PORTO
SANTO, S.A., Madeira, Portugal,
PONTA DO OESTE - SOCIEDADE DE PROMOÇÃO E
DESENVOLVIMENTO DA ZONA OESTE DA MADEIRA,
S.A., Madeira, Portugal,
SOCIEDADE DE DESENVOLVIMENTO DO NORTE DA
MADEIRA, S.A., Madeira, Portugal,
MADEIRA PARQUES EMPRESARIAIS, S.A., Madeira,
Portugal,
SOCIEDADE METROPOLITANA DE DESENVOLVIMENTO,
S.A., Madeira, Portugal**

Frankfurt am Main
22 December 2005

**SOCIEDADE DE DESENVOLVIMENTO DO PORTO SANTO, S.A., Madeira, Portugal,
PONTA DO OESTE - SOCIEDADE DE PROMOÇÃO E DESENVOLVIMENTO DA ZONA
OESTE DA MADEIRA, S.A., Madeira, Portugal,
SOCIEDADE DE DESENVOLVIMENTO DO NORTE DA MADEIRA, S.A., Madeira,
Portugal,
MADEIRA PARQUES EMPRESARIAIS, S.A., Madeira, Portugal,
SOCIEDADE METROPOLITANA DE DESENVOLVIMENTO, S.A., Madeira, Portugal,
(each a "Borrower" and together the "Borrowers")**

**€100,000,000 Assignable Loan Agreement ("Schuldscheindarlehen")
of 22 December 2005**

Dear Sirs,

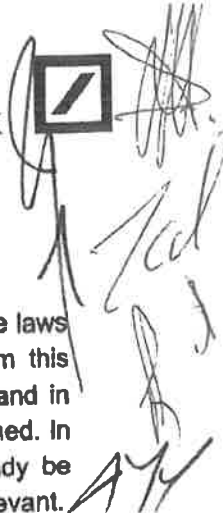
We hereby confirm our agreement that Deutsche Bank Aktiengesellschaft, Frankfurt am Main, (the "Bank") shall grant to (the "Borrower") a loan (the "Loan") guaranteed by the Autonomous Region of Madeira (the "Guarantor") in the aggregate nominal amount of

€100,000,000.-
(in words: one hundred million euro).

The terms of the Loan are stipulated in a certificate of indebtedness (the "Schuldschein") as separately agreed upon.

Vorsitzender des Aufsichtsrats: Rolf-E. Breuer
Vorstand: Josef Ackermann, Clemens Börsig,
Tessen von Heydebreck, Hermann-Josef Lambert

Deutsche Bank Aktiengesellschaft mit Sitz in Frankfurt am Main
HRB Nr. 30 000 · Amtsgericht Frankfurt am Main
Umsatzsteuer ID Nr.: DE114103378
Deutsche Bank im Internet: <http://www.deutsche-bank.de>



The Borrowers represent and warrant severally and jointly that all conditions under the laws of Portugal relating to the validity and enforceability of the obligations arising from this agreement, the Schuldscheindarlehen and from the Guarantee have been fulfilled, and in particular that all necessary governmental or administrative consents have been obtained. In addition, the Borrower represents and warrants that in case this Loan would already be outstanding no event of default pursuant § 8 of the Schuldscheindarlehen would be relevant.

The Borrowers agree that the payment of the proceeds of the Loan shall be subject the foregoing representations and warranties being true and correct, and to the Bank having received not later than three Business Days before the Disbursement Date, the documents listed in Annex 1 attached to the Schuldscheindarlehen.

On 29 December 2005 (the "Disbursement Date") the proceeds of the Loan will be credited to the respective Borrower as detailed below:

The net proceeds are calculated on the basis of the issue price of 99.605% on the nominal amount of EUR 100,000,000 at the Borrowers' respective pro rata share.

Madeira Parques Empresariais, Sociedade Gestora, S.A.
BANCO: Millennium BCP (Banco Comercial Português, S.A.)
IBAN: PT50.0033.0000.45209103408.05
SWIFT CODE: BCOMPTPL
Amount: EUR 7,470,375.--

Sociedade de Desenvolvimento do Norte da Madeira, S.A.
BANCO: BANIF – Banco Internacional do Funchal, S. A.
N.º CONTA: 20767675771
NIB: 0038 000 1207676757713 1
IBAN: PT50.0038.0001.2076.7675.7713.1
SWIFT CODE: BNISPTPL
Amount: EUR 9,960,500.--

Ponta Oeste – Soc. de Promoção e Desenv. da Zona Oeste da Madeira, S.A.
BANCO: Millennium BCP (Banco Comercial Português, S.A.)
NIB: 0033 0000 0026693866 05
IBAN: PT50 0033 0000 00266938666 05
SWIFT CODE: BCOMPTPL
Amount: EUR 27,391,375.--



Deutsche Bank



[Handwritten signatures and initials]

Sociedade de Desenvolvimento do Porto Santo

BANCO: Caixa Geral de Depósitos

NIB: 0035 2136 00032105130 80

IBAN: PT50003521360003210513080

SWIFT CODE: CGDIPTPL

Amount: EUR 27,391,375.--

Sociedade Metropolitana de Desenvolvimento

BANCO: Caixa Geral de Depósitos

N.º CONTA: 0336099507303

NIB: 003503360009950730386

IBAN: PT50003503360009950730386.

SWIFT CODE: CGDIPTPL.

Amount: EUR 27,391,375.--

In addition the Borrowers agree several and jointly to pay to the Bank for the services of the Paying and Calculation Agent and the disbursement of expenses EUR 50,000.--to the following account not later than 20 business days after the Disbursement Date:

Deutsche Bank Aktiengesellschaft

IBAN: DE02500700100003010635

SWIFT: DEUTDEFFXXXX

Amount: EUR 50,000.--

In confirmation of the above, please return to us the enclosed copy of this letter duly signed on your behalf.

Sincerely yours,

DEUTSCHE BANK AKTIENGESELLSCHAFT

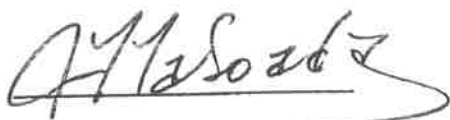
[Handwritten signature]



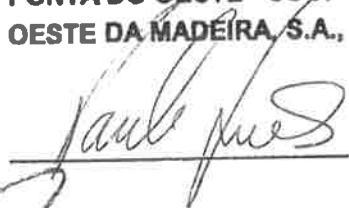
Confirmed:

22 December 2005

SOCIEDADE DE DESENVOLVIMENTO DO PORTO SANTO, S.A., Madeira, Portugal,



PONTA DO OESTE - SOCIEDADE DE PROMOÇÃO E DESENVOLVIMENTO DA ZONA OESTE DA MADEIRA, S.A., Madeira, Portugal,



SOCIEDADE DE DESENVOLVIMENTO DO NORTE DA MADEIRA, S.A., Madeira, Portugal,



JOSÉ ORLANDO JESUS CASTRO

MADEIRA PARQUES EMPRESARIAIS, S.A., Madeira, Portugal,



SOCIEDADE METROPOLITANA DE DESENVOLVIMENTO, S.A., Madeira, Portugal,

