

ELEVENTH CLAUSE paragraph 2, the Parties agree that the payment of those costs and expenses shall be executed according to the *pro rata temporis* critera, taking into consideration, the date of the signature of the deeds of conveyance of purchase and sale or the date when the *SECOND PARTY* takes possession of the «UNIT». In relation to IMT (Imposto Municipal de Transmissão de Imóveis), the use of the *pro rata temporis* criteria is only applicable in the event that the *SECOND PARTY* takes possession of the «UNIT» prior to the signature of the deed of conveyance of purchase and sale. In all other cases the IMT should be paid in accordance with Portuguese law.

4. In the event that the deed of conveyance of purchase and sale is not signed on the date notified by the *FIRST PARTY under the terms of* the SIXTH CLAUSE, paragraph 2, and the *SECOND PARTY* has not taken possession of the «UNIT» all condominium expenses and IMI shall be paid by the *SECOND PARTY* from that date notified by the *FIRST PARTY*.

5. In the event that the deeds of conveyance of purchase and sale it is not signed on the date notified by the *FIRST PARTY* under the terms of CLAUSE SIXTH, by fault of the *SECOND PARTY*, any condominium expenses shall be paid by the *SECOND PARTY* from that date of the notification and shall being fully paid on the date of the definitive deeds of conveyance of purchase and sale.

TENTH CLAUSE

(Non fulfillment)

1. If the SECOND PARTY, for whatever reason, does not make any of the payments hereby agreed, the *FIRST PARTY* may accept the delayed