

## Attachment 1

### MANAGEMENT REGULATIONS

#### TITLE I - GENERAL RULES

##### ARTICLE 1

These regulations govern the use of the port infrastructures and the supply of services in the **Marina** called "Marina di Portisco" in Portisco, Strada Panoramica Costa Smeralda Km 0,100, hereinafter also referred to as "**Marina**" or just "**Port**", which apply to all **Customers** and users of the Port.

The "**Marina**" is understood as being the property consisting of the maritime domain and of the territorial sea, located in Olbia, Portisco, Strada Panoramica Costa Smeralda Km 0,100, better described and identified in the Acts referred to in Article 2, to which explicit reference is made for any possible further interpretation of these Regulations.

For the purposes of these Regulations the company Marina di Portisco SpA, based in 07026 Olbia (SS), a hamlet of Portisco, Strada Panoramica Costa Smeralda Km 0,100, will be referred to simply as the "**Company**" whilst the "**Customer**" will refer to the individual or the legal entity and new assignees, to whom the right of use of assets located in the **Port** (berth, garage, parking space, commercial space, etc.) is assigned by means of any form of contract, or who intends to make use of services within the **Marina**.

##### ARTICLE 2

The **Company** has signed the Act of Concession with the Port Authority of Olbia on 28th October 2004, concerning onshore and offshore public lands for the purposes of managing a marina called Marina di Portisco (the "**Marina**") with a duration of fifty years taking effect from September 6th, 1979;

##### ARTICLE 3

The **Company** reserves the right to update, supplement and amend these Regulations – subject to the approval by the Grantor - in order to better ensure the safety, functionality and efficiency of the **Marina**.

##### ARTICLE 4

Without prejudice to the powers of the Public Authorities, the application and enforcement of these Regulations are ensured and controlled within the **Marina** by employees of the **Company**, supplied with a specific uniform, or other suitable form of recognition.

The **Company** will also control and coordinate any services provided by third parties on its behalf.

##### ARTICLE 5

The **Company** reserves the right to check the correct application and full compliance with these Regulations at any time.

Any **Customer** non-compliance which is detected and notified by the personnel referred to in Article 4, will be communicated to the **Company**, which shall duly report this to the competent Authorities should the offense be in breach of legal provisions.

Without prejudice to measures that may be adopted by the competent Authorities in respect of this breach, non-compliance with the rules contained in these Regulations, especially if recurrent, constitutes a serious breach and may result in terminating the

## **Attachment 1**

agreement with the **Customer**, subject to compensation to the **Company** for subsequent damages.

### ARTICLE 6

The **Company** may arrange to publicise these Regulations by their posting on specific boards conveniently located throughout the Port and through any other form of advertising it deems advisable.

Anyone, regardless of the status of **Customer**, who enters or is within the **Marina** area is obliged to comply with these Regulations.

In the spirit of these Regulations and of the continuous improvement of services provided in the **Marina**, the **Company** may also publicise notices, information and recommendations clarifying the rules of conduct by users and/or visitors to the Port.

### ARTICLE 7

Carrying out any business, professional or craftsmanship activity, including on-board or by means of vessels, is forbidden within the **Marina**, excepting commercial activities concerning **Marina** operations implemented directly or indirectly by the **Company**, or which have been expressly authorised by the **Company** in areas specifically intended for that purpose.

## **TITLE II - MOORING AND MARITIME TRAFFIC REGULATIONS**

### ARTICLE 8

The **Customer** who has been awarded the right to use a berth or his assignees, must insure the docked boat against risks related to third party liability, as well as against those caused by theft, fire and explosion, including third party property damage, through in-full hull insurance policies.

### ARTICLE 9

Boats moored in the **Marina** must be kept perfectly efficient in terms of safety and fire prevention by their owners or assignees and must be fitted with a sufficient number of adequately sized fenders in relation to the size and characteristics of the boat.

### ARTICLE 10

The **Company** reserves the right to mark the moorings by numbers, letters or other suitable signs. The marks may be imprinted on the edge of the piers and of the docks.

The **Company** will compile a suitable list of berths, also known as "Moorings List", which will contain the name of the **Customer**, the identification data of the vessel and any other relevant information for each berth.

Each **Customer** is required to use the berth reserved for him, with the express prohibition of mooring his boat elsewhere.

In this regard, the correspondence between the berth and the **Customer** and between the latter and the moored boat, which must correspond to the data provided by the **Customer** to the **Company** who allocates it to the Moorings List, must be permanently complied with. The **Company** reserves the right to temporarily vary the Moorings List because of weather conditions, safety, maintenance, operational requirements, events, sporting events or other similar cases.

**Attachment 1**

The vessels may not be wider or longer than the dimensions indicated for the mooring class as shown in the following table:

CLASS	LENGTH in m	WIDTH in m
A	4.	1.5
B	5.	2.
B (XL)	5.5	2.1
C	6.	2.25
D	6.5	2.3
E	7.5	2.75
F	8.5	3
G	10	3.25
G(XL)	12	3.50
H	12	3.75
H (XL)	12	4.25
H (XXL)	13	4.25
I	13	4.5
L	14	4.7
M	15	4.5
M(XL)	15	4.9
N	16	5
O	18	4.8
O (XL)	18	5.2
P	20	5.1
P (XL)	20	5.75
Q	22	6
R	25	6.6
R(XL)	30	6.60
S	27	7
S(XL)	30	7
T	30	7.5
T (XL)	33	8.5
U	35	7.5
U(XL)	40	8.5
U(XXL)	40	10
V	55	12
W	60	12
Z	90	15

Any non-compliance of the size of the moored boats with the maximum size of the table above, constitutes a serious breach by the **Customer** and will lead to the measures which the **Company** deems necessary in order to improve the operation of the **Marina**, in the interest of all **Customers**, including the termination of any agreement with the defaulting **Customer**.

## Attachment 1

### ARTICLE 11

Navigation in the port's stretch of water is governed by the relevant provisions of these Regulations, in addition to general safety rules and those, possibly more restrictive, issued by the Maritime Authority, and must not exceed the maximum speed of three knots.

### ARTICLE 12

The naval units of the Port Authority - Coast Guard and those of other maritime Police forces, the Fire Brigade and the units required for any search, rescue and anti-pollution operations, will be moored in eventually reserved berths and properly marked with appropriate vertical and horizontal signs.

No less than one-tenth of the overall capacity of the **Marina's** berths is allocated to recreational crafts in transit.

Boats in transit may dock without charge in the allocated berths for a maximum of twelve hours during the time period from 08.00 to 20.00 and for a maximum of three times in each month of the year. During these stops, boats in transit will have to pay the current tariffs for an eventual supply of port services (supply of fresh water, electricity, on-board rubbish collection, etc.).

In any case boats in transit may only access the port's stretch of water after the **Company's** express consent.

Skippers or members of the crew of vessels in transit, if they have not previously done so, should, as soon as possible, fill in the form provided by the **Company** personnel and hand it to the **Company** office in order to register the arrival of the vessel. Skippers of the vessels in transit which fly the flag of a country outside the EU and which arrive from a foreign port, must carry out all the formalities required by current legislation for these cases.

### ARTICLE 13

Should the **Customer's** boat, with the right of use of a berth, be absent from the **Marina**, the **Company** is committed to keeping his mooring available.

Should the **Customer** grant the use of his berth to a third party, he must apply to the **Company**, which cannot refuse, to manage the vacated berth.

The **Customer** shall, to this end, give written mandate with no powers of representation to the **Company**, enabling it to cede the right to a temporary mooring to a third party, specifying the period in question at least 48 hours in advance. The **Company** will seek, without assuming any obligation to produce results, to assign the temporary right of the berth to third parties who have so requested, applying the "Rates for temporary berths and port services", from time to time in force. In case of actual use by third parties of the berth vacated by the **Customer**, the **Company** will collect payment on behalf of the **Customer** and will pay it in full to the latter. The **Company** shall be entitled to a fee for fulfilling the mandate, the amount of which is established according to contract. In any case, the **Customer** will be liable for the payment of the fees due to the **Company** according to the Contract of Supply of General and Port Services, except where otherwise agreed by the mandate.

### ARTICLE 14

**Customers** must only use the mooring equipment installed by the **Company** and are

## **Attachment 1**

required to reimburse any damages they may cause.

Each **Customer** is responsible for the safety of his vessel in relation to the way it is moored, the choice of the type and size of mooring lines, as well as their state of wear.

Dropping anchor in the stretch of water of the **Marina** is forbidden. The use of anchors is allowed only in case of bad weather conditions, it being understood that the decision whether to drop anchor or not is up to the **Customer**, who shall assume full responsibility.

## **TITLE III - VEHICLE TRAFFIC AND PARKING**

### **ARTICLE 15**

Car access to the **Marina** is permitted to authorised people in possession of a special badge or card with magnetic stripe (badge) or other similar instrument, which must be presented when requested by **Company** personnel.

Access is also allowed to all those who have been granted specific temporary permission by the **Company** for loading or unloading goods.

Vehicle traffic within the **Marina** must take place exclusively along the routes and locations indicated by the appropriate horizontal and vertical signage and at a maximum speed of 20 km/h.

### **ARTICLE 16**

Parking of vehicles and trailers of all types must only take place in areas intended for this purpose. Parking in unauthorised areas will lead to immediate forced towing at the expense of the owner.

Towing of vehicles and trailers in non-parking areas will be effected by the **Company** without prior notice through its own personnel or designated Firms.

Removed cars, other vehicles and trailers may be deposited at third party premises, with towing and storage expenses charged to the owner.

### **ARTICLE 17**

The **Company** reserves the right to mark the parking spaces assigned to **Customers** with numbers, letters or other suitable signs. The marks may be signalled in the parking areas.

The **Company** will make a suitable list of parking spaces, also known as "Parking plan", which will contain the name of the **Customer**, the car/s identification data and any other relevant information for each parking space.

Each **Customer** is required to park in the reserved space, with the express prohibition of parking his vehicle elsewhere.

In this regard, the correspondence between the parking space and the **Customer** and between the latter and the parked vehicle, which must correspond to the data in the Parking plan, must be permanently complied with.

The **Company** reserves the right to temporarily vary the Parking plan for safety reasons, maintenance, operational requirements, events, sporting events or other similar cases.

As occurs for the berths, the parking spaces may also be given over to third party use, with prior written permission by the owner of the parking space, to be given to the port Management Authority before third party use.

## **TITLE IV - SERVICES**

## **Attachment 1**

### ARTICLE 18

The **Company** provides the following services:

- 1) **Marina** Administration and Management;
- 2) Management of vessels in transit;
- 3) VHF radio service;
- 4) Maintenance of the common green areas;
- 5) Maintenance of toilets for public use;
- 6) Maintenance of mooring equipment;
- 7) Maintenance of navigation lights;
- 8) Service and maintenance of all other installations, furnishings, equipment and harbour facilities;
- 9) Lighting of the port areas, car parks and public areas;
- 10) Cleaning the port's stretch of water, piers, wharves and public areas;

For economy management reasons, the calendar year is divided into low, medium and high seasons. During these different periods, port services may be provided with different methods, in line with greater or lesser actual needs.

The same principle will also apply for day and night periods.

The above services will also be provided in the area reserved for boats in transit and are subject to the exclusivity clause in favour of the **Company** in accordance with Article 1567 of the Civil Code, for the entire duration of the Public Maritime domain granted in concession, referred to in Article 2, together with the provisions of Article 1565 of the Civil Code.

## **TITLE V - RULES OF CONDUCT, SAFETY AND POLLUTION POLICIES**

### ARTICLE 19

Radar use is banned within the Port waters in order to limit the emission of electromagnetic waves.

### ARTICLE 20

Emptying the boat's bilge water, throwing away any kind of waste, liquids, or other debris, either at sea or on the docks, piers and jetties, is prohibited within the Port in accordance with Legislative Decree 182/2003.

Using the on-board toilet with direct sea discharge, i.e. emptying sewage water storage tanks into the port's water, is also prohibited.

**Customers** must only use only the appropriate containers for waste disposal which the **Marina** supplies, whilst liquid waste must be discharged into the appropriate facilities.

### ARTICLE 21

Using overhead projectors and beeps within the **Marina** is forbidden.

Excepting in cases of proven and specific needs, starting the main or auxiliary boat engines in order to test them or to recharge the batteries is forbidden before 8 am and after 9 pm, as well as between the hours of 1.00 pm and 4.00 pm during the period from June to September included. In any case, it is forbidden to leave the moored vessels with

## **Attachment 1**

the main engine/s running without there being anybody in charge on board, able to intervene in case of need or danger.

Carrying out loud work, making any noise (music, TV, etc.) at an excessive volume and conducting any activity which may disturb others is also prohibited within the periods stated in the previous paragraph. All vessel repair or maintenance activities which involve discomfort or inconvenience to other **Customers** must be carried out in the Shipyard area.

## ARTICLE 22

Bathing, collecting shellfish and other molluscs and fishing with any kind of gear, including scuba diving, are forbidden within the Marina.

It is also forbidden to dive near the boat for inspections, works or repairs. These activities may be carried out only by qualified personnel, recognised and authorised by the **Company** and registered in the relevant registers kept by the Maritime Authority.

## ARTICLE 23

It is forbidden to obstruct docks, jetties and piers and all the areas not intended expressly to be used as deposits or sheds with on-board equipment (hoods, catwalks, buoys, tenders, etc.), or in any case with objects or materials of any kind.

**Company** personnel is expressly authorised to remove such items and to deposit them in specific rooms with no assumption of liability.

## ARTICLE 24

Pets are allowed within the **Marina** for the necessary time to be embarked or disembarked. Dogs must be kept on a lead.

Every possible precaution must be taken in order to avoid the presence of animals causing annoyance or discomfort in the port areas.

## ARTICLE 25

**Customers** must connect to the electricity connections of the berths only with plugs and cables corresponding to the applicable safety standards. Provisional connections or multiple cables or connections made with unsuitable cables or plugs are strictly prohibited.

**Customers** and their assignees are also strictly forbidden to work on or tamper with the electricity supply risers.

## ARTICLE 26

**Customers** must connect to the drinking water risers only with leak-proof personal hoses or pipes, equipped with the appropriate connection and the specific automatic fastening device.

## ARTICLE 27

Owners of moored boats - or their assignees – must observe the following rules of a general and preventive nature:

1. refuel exclusively at the fuel pump stations located in the **Marina**; any other kind of supply, even partial, either by means of mobile tanks, even if by truck equipped with pumps, in transportable containers of any type, or by any other system, is absolutely

## **Attachment 1**

forbidden. In cases of absolute necessity (total lack of fuel, equipment being repaired, etc.) prior express authorisation must be obtained from the **Company**, for any amount or mode of supply;

2. in case of fire on board a vessel, the **Company**, who will report the emergency to the competent Authorities and to the relevant emergency bodies for all appropriate action, has the right to immediately unmoor the vessel with a fire on board and to move it away from the port at its own discretion. The costs of actions undertaken as a result of fire, referred to in this Article, shall be borne by the **Customer** responsible, who will also be held responsible for any damages caused to third parties or to the furnishings and harbour structures.

## ARTICLE 28

The **Company** accepts no liability for any theft which may occur within the **Marina**, also on board the vessels and in property units of the **Marina** itself. Similarly it is not responsible for the theft of boats, or their parts, nor for any damage caused to people or things within the **Marina**.

## **TITLE VI - REAL ESTATE UNITS**

### ARTICLE 29

The **Customer** who has been assigned the right to use a property unit, must keep it excellently maintained, taking care of all maintenance and/or repairs.

Should the **Customer** fail to do so, within a reasonable time, the **Company** will have this carried out by qualified personnel and will charge the related expenses to the defaulting **Customer**.

### ARTICLE 30

The **Customer** is solely and exclusively responsible for any direct or indirect damages which might be caused to third parties during the use of the property units, thereby exempting and holding harmless the **Company** from any liability.

### ARTICLE 31

The **Customer** must use the property unit solely for the purposes for which it is intended. He cannot, in any case, pursue activities not permitted by law, by these Regulations and by the "Regulations for Commercial Activities" within the port, set up for this purpose by the **Company**, or make any noise or bother other **Customers** in any way.

In particular, in order to safeguard **Customers'** right to peace and rest, any sound equipment must be limited in time and the volume kept very low.

## **TITLE VII - FINAL PROVISIONS**

### ARTICLE 32

Any dispute concerning the interpretation and/or execution of these Management Regulations falls under the competence of the Judicial Authority of Tempio Pausania.

## **Attachment 1**

### ARTICLE 33

All tariffs, in force at the time, for port services approved by the **Company** and, where appropriate, by the granting Authority constitute an integral part of these Regulations.

These Regulations, presented to the Port State Control of Golfo Aranci on December 16, 2004, take on mandatory and binding status as "Maritime Police Rules" and apply to all the areas which make up the complex of the "Marina di Portisco" **Marina**.