

SPECIAL OPERATING RULES OF ALIMOS MARINA

Article1

Definitions

1.1. AREA OF THE MARINA (ALIMOS MARINA)

The area of the Marina (Alimos Marina) is the area comprised of the land and sea area for the reception and mooring only of yachts. Any person using the facilities inside the Alimos Marina must observe the rules and terms specified: a) in the applicable General Operating Rules of Marinas, b) in the present Special Operating Rules of Alimos Marina, c) in the relevant berthing agreement signed at the berthing of the vessel in the Marina.

1.2. MANAGING BODY OF THE MARINA

The company under the name “Hellenic Public Properties Company S.A.” (HPPC) is responsible for the administration, management and exploitation of Alimos Marina.

1.3. VESSEL

The term vessel includes:

- a) Any ship or yacht, as defined in Law 2743/1999 (GG A 211).
- b) Private ships and yachts of any type (pod, ship’s boat, speedboat, sailing boat etc.) which have a name, characteristics, nationality, international call sign, registered port, regardless of its registration with a Greek or foreign register.

1.4. VESSEL IN TRANSIT

A vessel in transit is any vessel which is temporarily berthed in the marina for no more than 20 consecutive days.

1.5. CLIENT – USER OF THE MARINA

- (i) The Client – User of the Marina is: a) the shipowner and/or b) the legal representative of the shipowner or ship owning company in Greece and/or c) the lessee/charterer of the Vessel and /or d) the captain of the Vessel and/or e) the person that appears and

acts as the legal representative of the Vessel and of the ship owner and/or f) the person giving any kind of orders to the managing authority of the Marina regarding the Vessels, in particular orders relating to small scale repairs, leasing of an area, payment of tariffs, launch and recovery etc.

(ii) Additionally to the above, the term User means any natural person that circulates on a permanent or temporary basis in the area of the Marina, uses its facilities and includes in particular the crew members of the vessels, the visitors, the passengers, the members of workshops etc.

(iii) All Clients and Users of the Marina are obliged to follow and observe the rules and terms mentioned: a) in the applicable General Operating Rules of the Marinas, b) in the present Special Operating Rules of Alimos Marina, and c) in the relevant berthing agreement, signed by the client at the berthing of the vessel in the Marina.

1.6. TARIFFS – APPLICABLE TARIFFS

The tariffs – applicable tariffs are the legally approved tariffs in accordance with the provisions of Law 2160/1993, as in force.

1.7 GENERAL OPERATING RULES OF THE MARINAS

The General Operating Rules of the Marinas mean the Joint Ministerial Decision of the Ministers of Development and Commercial Maritime No T/9803/05.09.2003 (GG B 1323) as well as any subsequent Rules.

Article 2

Boundaries of the sea and land area of the Marina

2.1 Alimos Marina was constructed in the beginning of the 1980s and is in the geographical area of Saronikos Gulf (North-eastern shores) on the road axis Piraeus-Sounio, coast area of Kalamaki area, Municipality of Alimos, in the boundaries with Palaio Faliro. The geographical coordinates of the Marina are: longitude: 23 and 42 east), latitude: 37 and 55 north.

The total surface of the Marina includes the *sea and land area*. The surface of the land area is 247.245 acres and the surface of the sea area is 403.591 acres. The boundaries of the Marina are show in the topographic plan of the “Hellenic Public Properties Company S.A.” (HPPC) under the code 109.00 (scale 1:2000) and in the individual plans 109.01 and 109.04 (scale 1:500) that were checked by the Head of the Directorate of Technical Services and copies of which are attached hereto.

2.2 The land area of the Marina is determined on the North-west by the mouth of the stream Pikrodafni and is extended in parallel with Poseidonos Avenue until the

coastline and on the East until the end point of the root of the south buffer near the area to the conjunction of Amfitheas Avenue and Poseidonos Avenue. The two end points of the Marina are determined by the entries/exits of the controlled vehicle flow (cross with traffic lights) from and to the coastal avenue.

The land area of the Marina includes five (5) blocks with numbers from 1 to 5. The largest part of block 1 is the area for vessel wintering and maintenance. Block 2 comprises mainly of the entertainment centers “Neraida” and “Kitchen-Bar” as well as the parking of these places. The largest part of block 3 comprises of the indoor and outdoor swimming pools of the Municipality of Alimos. A small part of block 3 and the entire block 4 comprise of the facilities of the Sailing Club of Kalamaki which include the coffee shop of the club, an area for the maintenance of the vessels with makeshift accommodation for the members of the club and two tennis clubs. Finally, block 5 comprises of the administration offices of the marina and the surrounding green area.

2.3 The sea area of the Marina includes the internal and the external sea area that surrounds the marina. The surface of the internal sea area is 231.524 acres and it includes the basins and the channels that are defined by the external (docks, buffers, man-made island) and the internal (platforms, backfilling boundaries) port constructions or is identified with the sea sheltered harbors. The berthing capacity of the internal sea area is at least 1064 vessels, private or professional ones, of various categories (A, B, C, D, and E), as shown indicatively in the 4 plans that accompany the general topographic plan. The surface of the external sea area is 172.067 acres and it is determined: (1) on the north-west at a distance of 50 meters from the end of the land area, (2) on the south-west at a parallel distance of 200 meters from the end of the sheltered harbor, (3) on the east of a perceived extension of the end of the land area. The boundaries of the sea area are shown in the attached general topographic plan. If the sea area in front of the shoreline is not deep, it can be extended beyond the above line, until it reaches sea of ten (10) meters deep.

Article 3

Administration of the Marina, staff

3.1. The managing body of the Marina provides the clients and the yachtsthe services specified in article 4 hereof through the service units, the names and members of which are mentioned in **Annex A hereof**.

3.2 The above service units may employ by fixed-term contracts or contracts of indefinite duration additional suitable and specialized personnel.

3.3 For all the services and operations of Alimos Marina, in particular and indicatively security, cleaning, maintenance of electrical and building facilities and any other service, the managing body of Alimos Marina may assign, by a decision of the Board of Directors and in accordance with the applicable provisions, the provision of such services to external specialized partners.

Article 4

Size and number of mooring vessels

4.1. The Marina has a berthing and mooring capacity of at least 1064 vessels in an equal number of docks and platforms as follows:

CATEGORY	VESSEL LENGTH	NUMBER OF VESSELS
A	1-9.99M	165
B	10-15.99M	699
C	16-25.99M	170
D	>26M	30

4.2 The above allocation shall be increased and decreased according to the number and the length of the vessels of each category.

4.3 The way berths are made available to the clients is at the absolute discretion of the managing body.

Article 5

Provided services

5.1 The Marina provides the following services to facilitate its clients:

- ▶ Water supply
- ▶ Electricity
- ▶ Telephone connection - Wi-FiInternet
- ▶ Security
- ▶ Fire protection
- ▶ Waste collection
- ▶ Storage rooms
- ▶ Parking

- ▶ W.C.-Showers
- ▶ Place at the dock for the launch and recovery of the vessel
- ▶ Land area (wintering of the vessels)

Article 6

Vessel berthing – mooring terms – Acquisition and loss of the right to berth

6.1. The right to berth and use the facilities of the marina can be acquired by the vessels specified in article 1.3 hereof, regardless of their registration with a Greek or foreign register.

6.2. The size of the vessel, the type of the hull, their characterization as regards their category and destination, ownership, insurance and seaworthiness shall be proved by the valid original marine documents of the vessel, which must be presented by the Client both at the time of the arrival at the Marina and at any time they are requested by the managing body of the marina.

6.3. The berthing right of the vessel in the Marina is always fixed-term and it cannot exceed twelve (12) consecutive calendar months. It is acquired only upon the acceptance in writing and unreservedly of the terms of the berthing agreement/application and the terms hereof by the Client as well as the acceptance of the berthing application of the Client by the managing body of the Marina and the signature of the relevant berthing agreement, which has an establishment effect. The renewal of the agreement may be for a period less or more of the initial one, but in no way can it exceed twelve consecutive months. Tacit renewal is prohibited and any mooring of the vessel after the termination of the agreement cannot be regarded as a tacit renewal of the berthing agreement.

6.4. Unless otherwise specified in the berthing agreement, any such agreement shall be automatically terminated at the end of the agreed period and earlier than the agreed time if terminated by the managing body against the Client in the event of the breach by the Client of any of the terms of the berthing agreement, of the Special Operating Rules of Alimos Marina, of the General Operating Rules of Greek Marinas. Such termination is also communicated to the competent Port Authority in order to be informed of it and in order for the penalties provided for in the relevant provisions to be imposed to the Client.

6.5. The berthing agreement may be terminated by the CLIENT only in writing and in accordance with the provisions on equipment lease. Such termination shall have legal effect only upon its legal service to the managing body of the marina and provided that any outstanding amounts have been fully repaid.

6.6. The Client must notify the managing body of the marina in writing of his/her intention to continue mooring the vessel in the Marina at least thirty (30) days prior to the end of the agreed berthing period. In any case, the managing body reserves the right to accept or reject such protraction application. Mooring of the VESSEL after the agreed berthing period, even if the managing body does not express any objections against it, can in no way raise protraction of the berthing right.

6.7. After the end of the agreed berthing period and in case the Client does not notify in writing the managing body of the Marina on the protraction or not of the mooring of the Vessel, the Client hereby expressly declares that he/she grants the managing authority of the marina with the irrevocable authorization to unilaterally renew the agreement for a period equal to the period initially agreed without his/her consent being required fully accepting the applicable service tariffs for the next financial year and waiving expressly and irrevocably any right to challenge and contest the above tariffs.

6.8. The managing body of the Marina reserves the right to accept or reject the application of the interested party for mooring of the Vessel in the Marina and has the sole power to determine the berth in the Marina according to the dimensions, the type and the destination of the Vessel.

6.9. The obligation of the managing body of the Marina is limited to the provision of the appropriate berth for the mooring of the Vessel inside the Marina.

6.10. Mooring of the Vessel in a berth inside the Marina does not create a right to the Vessel or the shipowner / his/her representative to remain to said berth. The managing body of the Marina may change the berth of the Vessel according to the needs of the marina and for its smooth operation.

6.11. Occupation by a Vessel of a berth other than the one designated by the managing body of the Marina, is considered to be arbitrary and is prohibited.

6.12. In case there is no berth available in the Marina for the mooring of a vessel, this can be tied up at an anchorage designated by the managing body of the Marina, if any, or be shifted outside the area of the marina.

6.13. In order for the smooth operation of the Marina to be ensured, the Client or the shipowner / captain of the Vessel must notify the managing body of the Marina of the departure of their Vessel at least one hour before such event and inform it of the day of its return while they will receive a relevant document by the managing body of the marina. The days when the Vessel is not in the Marina are charged as if the Vessel is in the Marina.

6.14. The managing body has the right to temporarily lease the berth of the Client when his/her vessel is absent to a Vessel in Transit. The latter is obliged to be removed in time and in any case before the return of the absent Vessel.

6.15. (a) If the shipowner of a mooring Vessel inside the Marina changes, the new shipowner, if he/she wishes that the Vessel continues to be berthed in the Marina, is obliged to request in writing that the managing bodies of the Marina accept – approve of such berthing no later than 7 days from any change in the ownership of the Vessel. In this case, the managing body of the Marina reserves the right to reject the above request. If the managing body of the Marina rejects such request, the Vessel must depart within 48 hours, otherwise it is presumed to be occupying the berth arbitrarily with all the legal consequences. If the managing body of the Marina accepts the above request, a new berthing agreement is concluded, in accordance with the present Rules, in which the new owner accepts expressly and unreservedly all the terms of the berthing agreement as well as the present Rules.

(b) The above case (a) also applies in case of a legal entity of any form, regardless if the previous owner or owning company of the vessel participates in it, as well as in the event of transfer to a third party of all

or the majority: aa) the shares of a Greek or foreign Societe Anonyme, bb) the shares of a Greek or foreign limited company, cc) the majority of the shares in a personal company, a shipping company of Law 959/1979 as well as in a company of any other legal form, Greek or foreign one.

(c) In case the Client replaces the Vessel moored in the Marina with another one, the right to berth is not maintained and a new agreement is required between the Client and the managing body of the Marina. In this case, the Marina reserves the right to conclude or not a new agreement for the berthing of the new Vessel.

6.16. In all the above cases, both the previous and the new owner of the Vessel are obliged to notify the managing body of the Marina of the change in the ownership titles within the deadline of seven (7) days and submit all the required documents which evidence the change in the ownership or in the participation by shares in such ownership. In case such notification is not made, the new ownership shall be held liable and shall have to pay all the berthing tariffs. Moreover, in this case, the Marina reserves the right to refuse, at its absolute discretion, the berthing right to the new owner.

6.17. In case on the day of the transfer of the ownership of the Vessel, there are outstanding payments from the part of the seller to the Marina, the buyer is jointly and severally liable for the repayment of such amounts.

6.18. The Clients of the Marina are not allowed to sublease the berth any third parties, even for a limited period of time, nor exchange berths among each other.

6.19. The berthing right concerns solely the berthing of the specific Vessel for which it is requested. The Client does not have the right to moor in the BERTH more than one Vessels owned, possessed, occupied or used by him/her in any way.

6.20. The managing body of the Marina reserves the right to refuse berthing and even interrupt berthing of a Vessel, especially in case such Vessel is not seaworthy, is not a motor vehicle, or, in case of a sailing boat, does not have an auxiliary boat propulsion engine, is not insured, has a transportation capacity of more than forty (40) passengers (additionally to the crew

members) does not have full and valid certificates regarding its registration flag, as well as in any other case provided for in the General and the Special Operating Rules of the Marina, in the berthing agreement and in any other general or special legal provision.

Article 7

Calculation of the Berthing Fees and of the provided services

7.1. Berthing fees are determined in accordance with the total length of the Vessel. Berthing fees of the Vessels concern their mooring. Charging of the fees is on a monthly basis (30 days) while the amount charged per meter is specified by a decision of the Board of Directors of the managing body of the Marina and in accordance with the provisions of Law 2160/1993, as in force.

7.2. The Vessels berthed in the sea area of the Marina, as this is specified in article 2.2. hereof, must pay the relevant berthing fees properly and timely.

7.3. Up to fifty centimeters (0,50) of the total meters of the Vessel are deduced in favor of the Vessel. For the calculation of the berthing fees and the fees for the rest of the services, the immediately preceding integer unit is taken into account.

7.4. For the calculation of the fees to be paid for berthing of the vessel, the twenty-four hours starting from the midnight when the vessel entered the marina shall be considered as the first day.

7.5. For Vessels in transit, that is the Vessels berthed for no more than twenty consecutive days a month, daily charging is equal to 1/30 of the monthly berthing fees of the Vessel, according to their length, increased by 50% for each berthing day.

7.6. Berthing of a Vessel for a few hours in the Marina shall be charged according to the applicable daily fees.

7.7. Auxiliary ship boats (pontoons, or other floating means) of the mooring boats, if they are inside the sea or land area of the Marina, shall be charged with the applicable fees.

7.8. Side mooring of the Vessel is only possible upon approval by the managing body of the marina, which is the sole responsible to make such a decision. Except if otherwise legally specified by the managing body, side mooring shall be charged by 100% more than the regular mooring tariffs. No increase is paid if side mooring is decided by the managing body of the marina due to lack of berths or for safety reasons of the vessels in the marina.

7.9. Non-conventional Vessels are the ones with more than one hulls. In this case, non-conventional Vessels shall pay double the berthing fees [increased by 100%] paid by conventional Vessels.

7.10. By a decision of the managing body of Alimos Marina taken in accordance with the law, the tariffs as well as the way the rest of the services and facilities provided are calculated (electricity, water supply, telephone connection etc.).

7.11. For the satisfactory provision of all the above services, an advance payment is made which shall be returned to the Client interest free at the end of the berthing agreement and after clearance.

7.12. In the event of late payment of the above tariffs for more than one month, the managing body of the Marina has the right to stop the provision of any service without further notification. The Marina reserves the right to offset the outstanding amounts for the above services with the guarantee paid at the beginning of the agreement. Reconnection shall take place only upon the repayment of the fees and if there is an available provision.

7.13. For each launch/recovery inside the area of the Marina, which is determined by the managing body of the Marina, the Client/User shall pay to the Marina fees which are specified by a decision of the managing body of the Marina in accordance with the law.

7.14. The right to use the Land area of the Marina, the calculation of the fess for such use as well as any other detail shall be specified by a decision of the managing body of the Marina in accordance with the law.

7.15. The Vessels that use the supply warehouses of the Marina shall pay the fess on a monthly basis according to the capacity of the warehouses.

7.16. Berthing fees are paid in advance. Such payment shall concern the amount of at least one monthly berthing tariff. The Client may pay the amount within the first 5 days of each calendar month, otherwise he/she shall be charged with the legal late payment interest. Especially as regards vessels in transit, berthing fees shall always be paid in advance on the first day of their berthing. Vessels moored for more than one month must pay the berthing fees in advance at least each month and within the first five days.

7.16. The managing body of the Marina is not obliged to send notice to the Clients on the payment of the agreed berthing fees and fees for the rest of the services on specific dates.

7.17. Payment of the berthing fees and of the fees for the rest of the services must be in Euro, in cash, by credit card or cheque issued by a bank or other credit institution in Greece paid on the same day.

7.18. In the event of advance payment of berthing fess for one year, there is a discount of 5%, for 6 to 11 years a discount of 2% of the current berthing tariffs. the discount does not include the provided services and other provisions.

7.19. Late payment of the berthing fees for more than two months results in the loss for the Vessel of the right to berth while the managing body of the Marina has the right to terminate the berthing agreement and have the Vessel removed from the Marina, according to article 12.1 of the present Special Operating Rules, additionally to the other consequences provided for in the law or in the berthing agreement.

7.20. At the end of the berthing agreement or its termination in any way, further mooring of the Vessel inside the Marina does not result in the renewal of the berthing agreement.

7.21. In case the Vessel arbitrarily occupies a berth, the Client, additionally to the consequences provided for in the berthing agreement or in the law, must pay for each day that the Vessel remained moored inside the Marina and until its final removal from it, an amount equal to 1/10 of the last monthly berthing fees.

7.22. All the above amounts that concern the provided services (berthing, facilities etc.) is without VAT and without any other legal public, communal, municipal fees.

7.23. The managing body of the Marina may at any time specify, modify and adjust freely the berthing tariffs, the tariffs for the services and facilities provided by the Marina, as well as all the aforementioned amounts and percentages in accordance with the law.

Article 8

Vessel approach – mooring – berthing and departure procedure

8.1. The owners/captains of the Vessels that enter the sea area of the Marina, must notify the managing body of the Marina in any appropriate way of the characteristics of the Vessels in order for it to be recognized by the staff of the marina and wait for instructions for permission to enter the berths of the Marina.

8.2. After the permission to enter, all the Vessels that enter the sea area of the Marina are directed to the appropriate berth at the presence or assistance of a service ship boat or by receiving instructions by the VHF station of the Marina.

8.3. Upon the entry of the Vessel in the Marina, the owners/captains of the Vessels must: a) fill in the forms given to them by the staff, b) present the original maritime documents of the Vessel provided for in the relevant documents (in particular seaworthiness certificate, nationality document, insurance contract, enumeration certificate etc.) as well as any other document certifying the shipowner and his/her legal representative and submit copies of the above documents to the managing body of the Marina, c) notify the managing body of the Marina of any needs for the collection of waste.

8.4. The owners / captains of the Vessels entering or departing from the Marina must:

- Sail calmly if the weather conditions and the handling properties of the Boat allow it.
- Sail without creating ripple that will disturb the other Vessels in the Marina.
- Maintain the maximum entry speed of the Vessel in the Marina at 5 (five) knots.
- Not carry out races with other Vessels in the sea area of the Marina.
- Strictly observe the provisions of the International Regulation on the Prevention of Collisions.
- Fully comply with the signals on the signal station of the Marina.

8.5. The formalities that apply to the movement of tourist vessels and other yachts in all ports and yacht service stations in Greece, also apply to Alimos Marina (Departure permit - crew and passenger list—approval of shipping documents, etc.).

8.6. In any case, the Vessels shall moor in safe places and in the berths indicated to them by the competent managing body of the Marina. Any arbitrary occupation of the berths by a Vessel is expressly prohibited.

8.7 The Clients shall bear sole responsibility for the safe mooring of their Vessels and must ensure that their Vessels are always properly moored in their berth. Clients are required to have all the equipment (pennants - ropes - chains - keys and locks) necessary for the safe berthing and mooring of their Vessels and must ensure that the locking equipment is in good condition and, if it is damaged, they must replace it, as they are sole responsible for any damage or loss due to non-compliance with the above rules.

8.8. In any case, blocking of the navigation and circulation channels of the Vessels from and to the berths or overtaking in the entry channel of the marina of any vessel entering or departing from the sea area of the marina are not allowed.

8.9. Sailing or mooring of the vessels at the entry of the Marina or perpendicular to the perceived axle of the entry to the marina or to the entry channels of the marina are not allowed.

Article 9

Responsibility during entry- mooring - departure

9.1. The shipowner / captain of the vessel must ensure its safe mooring and take any appropriate measures dictated by the naval experience and technique.

9.2 The managing body of the Marina, through its competent bodies, has the right to inspect the way the Vessel is moored or other actions of it and may make suggestions or even take better safety measures with regard to safe mooring, handling, entry and the operation of the Marina in general, and to charge the relevant expenses to the owner of the Vessel.

9.3. The presence of the service boat as well as the instructions of the managing body of the Marina do not release the Captain of the Vessel of his/her responsibility both for the handling of the Vessel inside the Marina and for the mooring in the permanent berth.

9.4. The owner / captain of the Vessel is responsible for any damage caused to any other vessel or facility of the Marina during the mooring of the Vessel in the Marina, at its entry and departure.

9.5 The managing body of the Marina bears no responsibility for any personal injuries that the Client or his/her staff, the members of the crew, the passengers or the visitors of the Vessel may suffer, nor for any damage or loss of the Vessel or of its fixtures and attached structures or of the property of the above persons both on the Vessel and at the area (land or sea) of the Marina, including cars or other vehicles, as a result of any factor. The Client bears sole responsibility of the above both for the Vessel and for the persons aboard it as well as for any damage to these goods in any area of the Marina or the Vessel.

Article 10

Obligations of the clients – users of the Marina

10.1 Vessels in the sea area of Alimos marina must observe the provisions of the international regulation for the prevention of collisions and the applicable provisions on safe navigation as well as the provisions of the General Operating Rules of Greek Marinas which regulate issues of arrival, departure, berthing, mooring and side mooring, and the relevant provisions of this Special Operating Rules regulating specifically such issues.

10.2. Shipowners / captains are obliged at the beginning of the mooring, but also throughout the mooring of the Vessel, to keep Vessels always navigable and insured against all risks, especially against loss, theft, fire, pollution, damage, shipwreck and further disposal, land transportation, seizure, civil liability or general liability against third parties, passenger accidents, loss of personal belongings, valuables, additional equipment, war, social unrest, strikes, anarchist demonstrations, terrorism or political demonstrations.

10.3. Shipowners / captains are obliged to inform in writing the managing body of the Marina of any change concerning the ship ownership, representation (address, telephone, etc.) and the Vessel (flag, register). Persons that moor a Vessel in the Marina and do not reside permanently in Greece (either locals or foreigners) are obliged to appoint and notify in writing to the managing body of the Marina, their legal representative in Greece, submitting the acceptance of the latter in writing including his/her full details, mailing address and VAT. They are also obliged to inform the managing body of any change in the above details. They are also required to designate a procedural representative to whom all documents and correspondence, including tariffs relating to the Vessel, shall be notified.

10.4. Shipowners / captains are obliged to inform in writing the managing body of the Marina of the appointment of a guard on the Vessel that is not a member of the crew.

10.5. All Vessels must be properly equipped with the appropriate systems in order to apply the safety regulations in force in the States registered, to be regularly subject to maintenance and to have a good appearance in terms of cleanliness.

10.6. Clients are obliged to take all necessary and appropriate measures to avoid noise pollution of the Marina, as well as to avoid disturbing the peace of the passengers of the Vessels that are moored in

the Marina. At the same time, quiet times should be strictly observed, as they are defined by the Internal Operating Manual.

10.7. The connection or interruption of the services to the Vessels is carried out only by the competent staff of the Marina, after the managing body of the Marina has been informed.

10.8. The users of the marinas are not allowed to throw any ropes, chains, wires, devices or other accessories or equipment of the marina during the mooring or at the departure of their vessels neither to cause any damage to the above equipment. The above persons shall be charged with all the expenses for the replacement or repair of the equipment resulting from such damage or loss due to their fault.

10.9. The Marina is not responsible for the loss or damage of items that belong to the Vessels and have been abandoned in the Marina. If such items are collected by the staff of the Marina, the Vessels shall be charged with any incurred costs of the collection, transportation, storage, etc.

10.10. In any case, any kind of constructions by the Client, captain or the crew of the moored vessel on the platforms, quays or other spaces of the Marina are expressly prohibited, in particular warehouses of small objects, naval tools, ropes or chains etc.

10.11. Throwing of the anchor in the Marina is allowed only in cases of emergency and after the approval given by the managing body of the Marina.

10.12. Any kind of intervention or repair or improvement in the facilities of the Marina by persons not appointed by the managing body of the Marina are not allowed.

10.13. It is prohibited for Vessels or trailers to stay on land in the Marina without the permission of the managing body of the Marina.

10.14. The use of sparklers, flares and other fireworks inside the land or sea area of the Marina is prohibited.

10.15. Entrance to small distributors and any person exercising any kind of commercial activity is prohibited.

10.16. Posting on walls and posting of advertising posters of any kind in the facilities of the marina is prohibited.

10.17. Swimming, fishing, and diving are prohibited in the sea area of the Marina, in accordance with article 2.2. hereof. In addition, the use of jet skiing is prohibited, as well any water sports such as water skiing, banana, etc. in the sea area of the Marina.

10.18. Parking of cars and generally wheeled vehicles is allowed only within the areas that have been specially designated by the managing body of the Marina. Drivers of cars parked outside the above-mentioned parking areas or who do not comply with the traffic signals and the instructions of the staff of the managing body of the Marina, are subject to penalties imposed by the competent Port Authority.

10.19. Trucks and passenger cars, as well as other wheeled vehicles are not allowed to remain on the quays and other coastal areas beyond the absolutely necessary time, for disembarking passengers or unloading supplies and luggage.

10.20. Posting of plaques, notes or notices on the sale, rental or other exploitation of the Vessels on places other than those designated by the managing body of the Marina is not allowed.

10.21. During the mooring of the Vessels in the Marina, the permanent and continuous use of them as the main residence of the Clients or their friends is prohibited, as well as the abandonment of the guard dogs on the Vessels. This provision does not apply to Vessels in transit.

10.22. Pets are allowed on the vessel only if they are under the control of their keepers, they do not cause any noise and do not soil the areas of the marina. The managing body can, if it deems that it is necessary, request that the animals be removed by their keepers, especially if such removal is required for sanitary reasons or because inconvenience is caused to the other users.

10.23. Charging of batteries with the operation of the engines of the Vessels as well as works of maintenance and minor repairs are allowed from 08:00 to 14:30. Daily cleaning works re only allowed between 08:00 - 14:30 and 17:30 - 20:00 every day.

10.24. The transmission of radiotelephony and radiotelegraphic signals from the Vessels moored in the Marina is prohibited.

10.25. Launch and recovery of a vessel, cleaning of the vessel in the land area of the marina as well as the use of ramps or holders, are allowed only after the relevant permission has been given by the managing body.

10.26. Prior notification of the managing body of the Marina, the granting of a relevant permission by it and the taking of all specified measures in accordance with the applicable provisions of Greek Legislation are required for any repair or maintenance work on a Vessel moored in the Marina. All large-scale maintenance and conversion works on the Vessels moored in the Marina are prohibited, such as the operation of power self-generators near the Marina quays, for welding, and other works without the prior permission of the managing body of the Marina and the competent Port Authority. Any diving work requires the permission of the managing body of the Marina.

10.27. (a) Any person who perceives fire on any Vessel or on the beach and the surrounding area of the Marina, is obliged:

a) to immediately report this to the managing body of the Marina and to the Port Authority and in any appropriate way, b) take all necessary measures to reduce or extinguish the fire by the means of firefighting available in the Marina or the Vessel.

(b) The stand-by staff of the Marina must call the nearest fire service of the Fire Brigade and mobilize the port, as well as assist in the extinction of the fire, by using all the appropriate means in the Marina.

(c) If, the Port Authority or the Managing Body of the Marina order the shift of the Vessel, their captains are obliged to comply with the given order as soon as possible.

10.28. Any use or placement by the Client and his crew of any materials and supplies that are dangerous or flammable inside the Marina is prohibited.

10.29. In case of final departure of the Vessel from the Marina, the shipowner / captain or the legal representative is obliged to notify such departure in writing and in time to the managing body and to pay any outstanding berthing fees and fees for other services and facilities, otherwise the managing body shall bear no responsibility for the charge of the Vessel until it is informed in writing of its final departure.

Article 11

Protection of the Environment – Cleaning – Waste and residuemanagement

11.1. The Clients-users of the sea and land area of the Marina must observe the laws on the protection of the environment and, more specifically, avoid the pollution of the sea environment and of the shores with oil, oil blends, harmful substances or blends of such substances, and any kind of waste, waste water and garbage.

11.2. The collection and management of waste and waste is based on the valid waste collection and management plan, which concerns household and non-waste, biological and oily waste of vessels and waste of the marina and which constitutes an integral part hereof, in accordance with the current General Operating Rules of Greek Marinas.

11.3. Vessels which do not have sewage tanks are not allowed to use the toilets, washing machines and dishwasher drains, the kitchens, showers and baths inside the Marina.

11.4. Throwing in the sea and land area of the Marina any objects and liquids that can cause any kind of pollution or contamination is prohibited.

11.5. Vessels that enter the Marina are obliged to inform the management body of the Marina of the existence of waste and the need for their collection.

11.6. During their mooring vessels must maintain their waste in hermetically closed, well-sealed containers or sacks made of synthetic material. The waste can be transported to the land area of the marina only during the hours specified by the managing body of the marina.

11.7. Any person causing pollution in the marina in any way implies the unconditional obligation for them to pay for (reimbursement) the costs of decontamination.

11.8. When Vessels are supplied with fuel, all safety and pollution prevention standards for land and sea space, as specified in the relevant national and international regulations and by the management body of the Marina, must be strictly observed.

Article 12

Shift of vessels

12.1. In the event that:

(a) The mooring of the vessel inside the marina prevents the operation (safe entry and departure of vessels) and use of the marina; b) There is a likelihood of shipwreck or damage to other vessels or pollution; c) The Vessel or an adjacent one is on fire; d) The vessel has arbitrarily occupied the berth of another vessel; e) there are debts from rent of the berth or from services provided, f) the provisions of Article 12 hereof are violated, the managing body of the Marina, has the right to shift - transfer such Vessel to another area, inside or outside the marina, to the sea or land area of the Marina.

12.2. As regards the above conditions, the managing body of the marina prepares minutes communicated to the competent Port Authority in which it specifies a five day deadline from the date of notification of the shift-transfer of the vessel.

12.3. In the event of case (b) of this paragraph, a three-day deadline is provided for the shift

- transfer of the Vessel and the provisions of Law 2881/2000 (GG A 16) is applied mutatis mutandis.

12.4. The above under 12.2 minutes shall be notified at the responsibility of the managing body of the Marina against a receipt to the shipowner / captain or the legal representative of the Vessel, at their declared address of residence. If none of the above is present, the minutes shall be affixed on a visible place of the Vessel.

12.5. Upon order by the managing body of the Marina for the shift-transfer of the Vessel, the shipowner / captain is obliged to comply with such order as soon as possible, while the Port Authority of the area to which the Marina belongs administratively, shall act in accordance with the applicable provisions.

12.6. If the deadline set in article 12.2 for the minutes lapses, the body of the marina has the vessel refloated or shifted.

12.7. In case of refusal for any reason and in any way, the assistance of the Port Authority is requested.

12.8. The relevant expenses shall be borne solely by the owner or the representative of the vessel. If the above persons refuse to pay the relevant amounts, these shall be paid by the managing body of the marina and then be claimed by the above persons who are jointly and severally liable.

12.9. The managing body bears no responsibility for the security of the vessel that was shifted-transferred compulsorily or for any damage caused to the Vessel, the shipowner, the captain and the crew of the Vessel due to such shift-transfer or mooring of the vessel at another berth inside or outside the marina.

12.10. In case the vessel is in a dangerous situation due to an explosion, fire, leakage etc., and the persons, vessels or facilities of the marina are directly at risk, the provisions provided for in the port regulations on emergencies shall be applied.

Article 13

Breach of terms - Penalties

13.1. Mooring vessels must repay the tariffs for the provided services timely and in accordance with the provisions of the

Special Operating Rules of the marina and the Ministerial Decisions that approve the tariffs, otherwise they will be charged with the legal late payment interest additional to any other penalties.

13.2 Late payment of more than 2 months of the berthing fees or fees for other services, constitutes grounds for termination of the berthing contract and provides the managing body with the right to:

- (a) remove the Vessel from the premises of the Marina, and / or
- (b) seize the vessel with all its equipment and machinery and ancillary machinery, in accordance with the procedure laid down in the applicable legislation, until the due amounts are repaid, and/or
- c) seize and sell the Vessel or all its assets and equipment or part thereof, in accordance with applicable law, to cover by auction the outstanding amounts as well as the costs of these proceedings, and / or
- d) prohibit the departure of the vessel or vessels of the debtor, in accordance with the provisions in force.

13.3. Outstanding amounts to the managing body of the Marina include the amount of the berthing fees of the Vessel and any other fees, from the date of expiration of the berthing agreement until the date of removal or sale of the Vessel, calculated on the basis of the current tariffs of the Marina in a specific period.

13.4. Late or non-payment by the debtors of the berthing and other services of the marina, as above, as well as any serious infringement or continuing infringements of the Operating Rules of the Marina and its annexes, results in the termination of the berthing agreement against the Client, who is obliged to remove the vessel from the Marina and to be subject to the sanctions provided for in the relevant provisions in conjunction with Article 157 of the Code of Public Maritime Law.

13.5. In case the offender does not comply with the order for the shift of the Vessel at a different place outside or inside the Marina, in addition to the imposition of a fine by the Port Authorities, the summary procedure of compulsory shift shall be initiated in accordance with the provisions in conjunction with Article 157 of the Code of Public Maritime Law or, at the same time, the managing body of the Marina, in consultation with the Port Authority, proceeds with the compulsory shift of the Vessel at the sole

responsibility of the shipowners, captains, agents or other representative thereof. The costs of the compulsory shift shall be borne exclusively by the debtors, while claims for compensation of any damage caused to the managing body of the Marina cannot be excluded.

Article 14

Exemptions from the payment of fees

14.1. Vessels seeking refuge in the marina due to force majeure shall be exempt from the obligation to pay berthing fees until the prohibition to proceed to sea is lifted, in accordance with the announcements of the Port Authority.

14.2. In the event that a Vessel has taken refuge in the Marina due to bad weather and after the prohibition to proceed to sea is lifted as regards small boats, the Vessel remains in the Marina, it is obliged to pay berthing fees calculated from the date when the prohibition to proceed to sea was lifted. In the event of bad weather, the announcements of the port authorities to which the Marina belongs administratively are taken into account.

Article 15

OTHER PROVISIONS

15.1 In the event that any term or provision herein is invalid in the future, such invalidity does not affect the other terms and conditions, which remain valid and binding on the clients and users of Marina.

Annex A

Branch of Alimos Marina

STAFF MEMBERS

No	CATEGORY	POSITION (Private agreement of indefinite time)	STAFF UNDER FIXED-TERM PRIVATE EMPLOYMENT CONTRACT FOR TEMPORARY AND SEASONAL NEEDS
1.	ADMINISTRATIVE – FINANCIAL STAFF	10	2
2.	TECHNICAL – SUPPORTIVE STAFF	19	11
TOTAL		29	13

The following four responsibility positions are provided in the branches:

Head of the Branch: **1 position**

Head of the Financial Management of the Branch: **1 position**

Assistant to the Head of the Branch: **1 position**

Assistant to the Head of the Financial Management of the Branch: **1 position**
