

BERTH No. _____

Total meters of berth _____ X _____

**PORT GINESTA - BERTH ASSIGNMENT AGREEMENT
CONCESSION 2006**

Mr./Ms. _____ with D.N.I. (or other ID NO.) _____, acting as _____ on behalf and in representation of the company _____ with NIF (Tax identification number) _____, as PERMANENT ASSIGNEE of BERTH number _____ in accordance with Articles 26 to 29 of the Internal Operating and Policing Regulations of Port Ginesta, Ports Department of the Directorate General for Ports and Transportation of the Government of Catalonia (Generalitat) on February the 17th, 2003 (hereafter the Regulations).

DECLARES:

That they know the aforementioned Regulations, and assume the responsibilities outlined in Articles 28 and 29 of said regulations, and **temporarily assign** the use of the aforementioned berth to:

TEMPORARY ASSIGNEE (SHIPOWNER):

Mr./Ms. _____ with D.N.I. (or other ID NO.) _____, acting as _____, on behalf and representation of the company _____ with NIF (Tax identification number) _____ with registered offices for any notification at _____ No _____ FLOOR _____ POSTAL CODE _____ MUNICIPALITY _____ PROVINCE _____ TELEPHONE(S) _____ E-MAIL _____

VESSEL:

NAME _____ MODEL _____ LICENCE No. _____
TOTAL LENGTH _____ BEAM _____ DRAFT _____

(The terms of Article 42.2 of the Regulations will apply to all matters concerning vessel measurements.)

TERMS OF THE TEMPORARY ASSIGNMENT:

1.- **DURATION:** PERIOD BETWEEN _____ AND _____

LATEST POSSIBLE DATE, PURSUANT TO THE CONCESSION: 6-MARCH-2036.

2.- **PRICE:** Total amount in euros _____ (**attach copy of the document, invoice or receipt accrediting payment of the indicated amount**)

In this act, the concessionaire, Port Ginesta S.A., makes the necessary precautions regarding the tax obligations deriving from any income attained and its possible inclusion in tax bases for Income Tax or Corporate Tax, as well as its possible eligibility for VAT charges, or any other tax derived from the assignment of this berth.

3.- **SUBROGATION IN RIGHTS AND OBLIGATIONS:** The TEMPORARY ASSIGNEE confirms having received in this act a copy of the Internal Operating and Policing Regulations of Port Ginesta. Additionally, the TEMPORARY ASSIGNEE confirms that they understand and subrogate themselves in the rights and obligations taken up in the Regulations and the title that is the object of this temporary assignment.

4.- **GENERAL EXPENSES:** The PERMANENT ASSIGNEE entitled to the use and enjoyment of the berth to cover all general expenses pursuant to the terms of Article 93 and concordant articles of the Internal Operating and Policing Regulations of Port Ginesta.

5.- INDIVIDUAL SERVICES: The TEMPORARY ASSIGNEE may directly request from the CONCESSIONAIRE any individual port services established in Article 92 of the Regulations according to the published tariffs in force, and shall be obliged to make payment for the individual services they request.

6.- JOINT AND SEVERAL LIABILITY: Regardless of the private agreements between the PERMANENT ASSIGNEE and TEMPORARY ASSIGNEE in case of non-payment or breach by either of them, both shall respond joint and severally before the CONCESSIONAIRE, without prejudice to the right to reimbursement that could correspond to each of them before the other.

7.- RESCISSION OF ASSIGNMENT CONTRACT AND SUSPENSION OF SERVICES: Pursuant to the terms of Article 32, 33 and 37 of the Internal Operating and Policing Regulations of Port Ginesta, the CONCESSIONAIRE may rescind the usage assignment contract and/or suspend services, in case of non-payment of general and/or individual expenses, and/or in case of breach of the obligations established in the Regulations themselves, and in such case the berth occupant shall be obliged to leave the berth free in the time frame indicated. In case of breach, Article 39 of the Regulations and Article 28 of the Internal Operating and Policing Regulations of the Government of Catalonia (Generalitat) shall be applicable.

8.- DATA PROTECTION LAW: Pursuant to the terms of the regulations in force on personal data protection: Organic Law 15/1999, of 13 December, of Personal Data Protection and Royal Decree-law 5/2018, of 27 July, on urgent measures for the adaptation of Spanish Legislation to the European Union regulations on data protection, we hereby notify you that your data will be entered into a file under the responsibility of PORT GINESTA S.A., with the purpose of taking all necessary steps for the maintenance of our business relationship, and that PORT GINESTA S.A. shall process the data in a lawful, fair, transparent, adequate, relevant, limited, precise and up-to-date manner. That is why PORT GINESTA S.A. commits to taking all reasonable steps to delete or rectify them without delay when they are incorrect. In accordance with the rights granted by the regulations in force for personal data protection, you may exercise your rights of access to, rectification, processing limitation, erasure, portability and objection by sending your request to the following postal address: Final Del Passeig Marítim de Castelldefels s/n, Port Ginesta, Edifici Capitanía (08860 Les Botigues de Sitges, or by e-mail: info@portginesta.com.

In compliance with the regulations in force, PORT GINESTA S.A. hereby notifies that the data will be kept for the duration of the legally-established period.

9. JURISDICTION; Express submission: The parties expressly agree by mutual agreement, that in the case of any dispute arising from this contract and/or its interpretation, they will submit themselves to the jurisdiction of the Courts of the City of Barcelona, expressly waiving any other forum they may be entitled to.

PORT GINESTA S.A. shall validate this document once the documents and insurance papers of the vessel have been presented, for its registration in the harbourmaster’s office.

PORT GINESTA, ON THE _____ OF _____ OF _____

Signed: PERMANENT ASSIGNEE

Signed: TEMPORARY ASSIGNEE

THE CONCESSIONAIRE
PORT GINESTA S.A.
by proxy.