

**CHANGES TO THE
CONCESSION CONTRACT FOR THE PUBLIC SERVICE OF MARITIME
TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN
NAPLES, CAGLIARI AND PALERMO AND VICE VERSA**

NO. 159 OF 1 June 2021

CIG 8648427BB9 CUP D69J21000210001

This contract was finalised digitally pursuant to article 32, paragraph 14 of Italian Legislative Decree 50/2016

BETWEEN

the ITALIAN MINISTRY OF INFRASTRUCTURE AND SUSTAINABLE MOBILITY - General Office for Supervision of the Port Authority System, Maritime Transport and Internal Waterways, with registered office in Rome, Italy at Via dell'Arte, 16, VAT and Tax ID no. 97532760580 (hereafter, "**Awarding Entity**" or "**Ministry**"), in the person of Maria Teresa DI MATTEO, who participates in this contract as the GENERAL MANAGER;

AND

Emanuele Grimaldi, born in Naples on 18/07/1956, residing in Naples, Italy, at via Tasso 430 tax Code GRMMNL56L18F839C, as the Chairman of the Board of Directors and legal representative of the navigation company GRIMALDI EUROMED S.P.A. with registered office in Palermo, Italy at via Emerico Amari, no. 8 tax code 00278730825 and VAT no. IT00278730825, share capital €120,000,000.00, registered with the Palermo Companies Register under no. 00278730825, also serving as the concessionaire company individually (hereafter, "**Concessionaire**", or "**Navigation Company**", abbreviated as "**NC**"); (hereafter, jointly, "**the Parties**");

WHEREAS

1. With contract Reg. Decree 159 of 1 June 2021, the Concessionaire was entrusted with the public service of

maritime transport providing territorial continuity for passengers, vehicles and goods between Naples, Cagliari and Palermo and vice versa, in accordance with public service obligations (PSO) listed therein and better identified in Annex A to the aforementioned contract, containing the "**Operating Schedule**", including all the activities connected and instrumental to the performance of the aforementioned public transport service, for the duration of 60 months, starting from the start date of the execution;

2. with certified email acquired at no. 33894 of 16/11/2021, the Concessionaire communicated that analyses carried out for this purpose, supported by specific surveys of the market trends attached to the certified e-mail, in the contractual execution period up to now, would conclude in the sense of deeming it more responsive to actual needs of the service to modify the contractual exercise program hitherto characterised by 2 weekly round trips Naples/Cagliari/Palermo, applying in replacement a new structure characterised by 3 weekly round trips Naples/Cagliari and 1 weekly round trip Cagliari/Palermo;
3. with the same certified e-mail no. 33894 of 16/11/2021, the Concessionaire also requested to change the cruising speed from 22.1 to 19.2 knots on the Naples - Cagliari route and from 21.6 to 19.5 knots on the Cagliari - Palermo route, a circumstance that an increase in the duration of the respective crossing (Naples / Cagliari from 13 to 15 hours and Cagliari / Palermo from 11 to 12 hours) would guarantee "obvious environmental benefits for the community deriving from about 20 tons of bunker fuel saved per week with a consequent reduction in CO2 emissions equal to approximately 63 tonnes per week "as well as an economic saving for the Administration, in terms of lower costs due, estimated in prudential terms at approximately two million euros;

4. with note no. 36612 of 6 December 2021, the Ministry, during the preliminary investigation, requested the Concessionaire to integrate the aforementioned documentation, with the tools deemed most appropriate, mainly providing proof of what is asserted in the aforementioned certified e-mail with regard to the occupancy coefficient for the motorised vessel Corfu on the Cagliari/Palermo route to be compared with the similar coefficient on the Naples/Cagliari route in the period of execution of the contract as well as to demonstrate the estimates relating to the cost savings for the Administration as well as to the expected increases in passenger and freight traffic volumes and that mobility demand will continue to be met unchanged on the Cagliari/Palermo route;
5. with a note dated 10 December 2021, acquired under prot. no. 37241 of 10 December 2021, the Concessionaire, in reiterating the request made, has integrated data and analyses aimed at demonstrating that the new operating schedule maintains continues to meet mobility demand on the Cagliari/Palermo route, also ensuring a substantial improvement in terms of reducing polluting emissions as well as cost savings for the Ministry in terms of cost containment;
6. art. 175 of Italian Legislative Decree no. 50 of 18 April 2016 ("Modification of contracts during the execution period") identifies the cases in which the concessions can be modified without a new tender procedure and, among others, in letter a) of paragraph 1 establishes that the modifications are allowed if *"Regardless of their monetary value, they have been expressly provided for in the initial tender documents in clear, precise and unambiguous clauses that establish the scope, nature of any changes, as well as the conditions under which they can be used. These clauses cannot make changes that alter the general nature of the concession. In any case, the same clauses cannot provide*

- for an extension of the duration of the concession";*
7. the subsequent letter e) of paragraph 1 of art. 175 of Italian Legislative Decree no. 50 of 18 April 2016 establishes the admissibility of changes where these "*regardless of their value, are not substantial pursuant to paragraph 7*" according to which this is the change that "*considerably alters the essential elements of the originally agreed contract*";
 8. Article 9 of contract no. 159 of 1 June 2021 ("Prohibition on Concessionaire modifications and Awarding Entity variant") verbatim reads: "*The Concessionaire cannot introduce any variation or amendment to that established in the Contract if not authorised in advance by the Awarding Entity ... During the period the contract is effective, changes to the same can be implemented under the cases, conditions and with the methods established in this deed. In order to allow for timely adjustment of the supply to significant changes in demand and in the conditions of the relevant context or to meet requirements of public utility and respond to emergency situations deriving from events of force majeure, the Awarding Entity may ask the Navigation to permanently or temporarily adjust the service which is the subject of this contract, on the condition that these changes do not alter the general nature of the contract stipulated with the Concessionaire and do not cause a substantial and/or significant variation in the economic balance of the same*".
 9. Art. 9 cited above clearly and unequivocally establishes the extent and nature of the admissible changes which, being maritime transport carried out under a public service of territorial continuity, must be able to derive from the need to adapt in a timely manner and, therefore even after six months from " start of the execution, to the significant changes in demand and in the conditions of the relevant context in order to

- allow for *permanent or temporary* changes to the service in question as long as the fundamental conditions are not altered;
10. the modifications to the operating schedule and to the ship and maintenance plan, requested by the Concessionaire, on the basis of the data provided, are configured as not substantial and, in any case, such as not to alter the general conditions of the concession but suitable to guarantee a better satisfaction of the transport demand for people and goods, a substantial reduction in polluting emissions due to the limited cruise speed reduction as well as a general saving for the Ministry in terms of cost reduction and consequent compensation for the services rendered;
 11. the Parties intend by mutual consent to modify the terms of the Concession referred to in contract no. 159 of 1 June 2021 limited to what is requested with a note dated 10 December 2021, acquired under prot. no. 37241 of 10 December 2021 and, for the effect, modify the "Operating Schedule" and the "Ship and maintenance plan" respectively Annexes A and B to the aforementioned contract;
 12. the Parties agree that the modification to the concession introduced with this deed is experimental and temporary and is, consequently, subject to revision when monitoring the performance of the service if the conditions are met based on autonomous evaluations by the Ministry;
 13. as a result of the changes introduced with this deed, the Concessionaire may claim nothing in terms of greater compensation for costs incurred or for any other cause deriving from the effects of the modification of the "Operating Schedule" and the "Ship and maintenance plan" respectively annexes A and B to the aforementioned contract 159/21;

with this contract, the Awarding Entity therefore authorises GRIMALDI EUROMED S.P.A., to make changes to annexes A and B

to the aforementioned RD contract 159 of 1 June 2021 regarding the award of the public service of maritime transport of passengers, vehicles and goods between Naples, Cagliari and Palermo and vice versa.

ALL THAT BEING ESTABLISHED

the Parties, as established above, agree and stipulate as follows.

Article 1 - (Introductory clauses and annexes)

The introductory clauses are an integral and substantial part of this contract as is the note from the Concessionaire dated 10 December 2021, acquired under prot. no. 37241 of 10 December 2021.

Article 2 - (Contract subject and aims)

Without prejudice to the rest of the contract, starting on 1 January 2022, Annex A "Operating Schedule"; and Annex B "Ship and maintenance plan" to RD contract no. 159 of 1 June 2021 shall be replaced respectively by Annex A "Operating Schedule" and by Annex B "Ship and maintenance plan" to this deed of which they form an integral part with effect from the first crossing on Monday 3 January 2022 Naples-Cagliari departing from Naples at 19:00. It is understood that the remaining contractual documentation, including the Technical Specifications, have been amended accordingly.

Article 3 - (Validity of RD contract no. 159 of 1 June 2021)

Without prejudice to the provisions of art. 2, any other agreement remains valid, none excluded, established with the RD contract no. 159 of 1 June 2021.

Article 4 - (Monitoring)

The Parties agree that the modification to the concession introduced with this deed is experimental and temporary and is, consequently, subject to revision when monitoring the performance of the service if the conditions are met based on autonomous evaluations by the Ministry.

Article 5 - (Obligations of the concessionaire)

As a result of the changes introduced with this deed, the Concessionaire may claim nothing in terms of greater compensation for costs incurred or for any other cause deriving from the effects of the modification of the "Operating Schedule" Annex A and the "Ship and maintenance plan" Annex B to the RD contract 159 of 1 June 2021.

Article 6 - (Disputes and jurisdiction)

All disputes which may arise between the Parties in relation to the interpretation, execution, validity and termination of this contract shall fall under the sole jurisdiction of the Court of Rome. The parties are held to preliminarily exhaust all possible solutions for an amicable settlement of any disputes.

READ, APPROVED AND SIGNED

The Concessionaire	The Ministry of Infrastructure and Sustainable Mobility
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OMISSIS

The Concessionaire declares that this document has been carefully analysed and evaluated in each of its parts and, therefore, with the signature place it expressly accepts, in writing, in accordance with articles 1341, paragraph 2 and 1342 of the Italian Civil Code, all the clauses contained herein, which are expressly confirmed and accepted, as well as the clauses contained in the provisions of the laws and regulations referenced in this deed.

The Concessionaire

**PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF
MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES,
CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC SERVICE REQUIREMENTS
FOR MARITIME TERRITORIAL CONTINUITY**

CIG: 8648427BB9 CUP: D69J21000210001

OPERATING SCHEDULE STRUCTURE

(this document will become Annex A to the Service Contract)

The undersigned: EMANUELE GRIMALDI

born on: 18/07/1956

in: NAPLES

Province: NA ITALY

as the: CHAIRMAN OF THE BOARD OF DIRECTORS OF GRIMALDI EUROMED

S.P.A.

with registered office in VIA EMERICO AMARI 8, 90139 PALERMO, ITALY

Telephone: 081.496669

fax: 081.5517401

Telephone: 081.496669

Tax Code 00278730825

VAT number: IT 00278730825

pursuant to Articles 46 and 47 of Italian Presidential Decree 445/2000, aware of the fact that in the case of mendacious declarations the sanctions envisaged in the penal code and special laws on falsities in deeds and mendacious declarations will be applied to him, pursuant to Article 76 of the same Decree, as well as the administrative consequences established for procedures involving public tenders, taken on full responsibility for the same,

DECLARES

to undertake to comply with, if he is awarded the maritime connection services to provide territorial continuity between Naples, Cagliari and Palermo and vice versa, the following Operating Schedule, which will be annexed to the Service Contract (as "Annex A"), constituting an integral part of the same.

Frequency and description

NA-CA connections	Minimum requirements	Offer
To/From Frequency	Three times a week for the entire year	Three times a week for the entire year
Crossings (number)		
- Annual average during the winter period	210	210
- Annual average during the summer period	102	102
- Total annual	312	312
Pairs of crossings (number)		
- Annual average during the winter period	105	105
- Annual average during the summer period	51	51
- Total annual	156	156
Miles/year		
- Annual average during the winter period	55,650	55,650
- Annual average during the summer period	27,030	27,030
- Total annual	82,680	82,680
- Average miles per individual crossing	265	265

CA-PA connections	Minimum requirements	Offer
To/From Frequency	Weekly for the entire year	Weekly for the entire year
Crossings (number)		
- Annual average during the winter period	70	70
- Annual average during the summer period	34	34
- Total annual	104	104
Pairs of crossings (number)		
- Annual average during the winter period	35	35
- Annual average during the summer period	17	17
- Total annual	52	52
Miles/year		
- Annual average during the winter period	15,120	15,120
- Annual average during the summer period	7,344	7,344
- Total annual	22,464	22,464
- Average miles per individual crossing	216	216

Annex 7.4_OPERATING SCHEDULE FRAMEWORK
PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF
PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC
SERVICE REQUIREMENTS FOR MARITIME TERRITORIAL CONTINUITY

Calendar (e.g. year 2022)

January													
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Annex 7.4_OPERATING SCHEDULE FRAMEWORK
 PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF
 PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC
 SERVICE REQUIREMENTS FOR MARITIME TERRITORIAL CONTINUITY

Cont. - Calender - Key:

NA-CA	Naples-Cagliari Connection
CA-PA	Cagliari-Palermo Connection
PA-CA	Palermo-Cagliari Connection
CA-NA	Cagliari-Naples Connection

Annual Plan

Month	Days of service	Pairs of crossings	Miles
January	31	18	9,050
February	28	16	8,088
March	31	17.5	8,883
April	30	17	8,569
May	31	18	9,099
June	30	17	8,618
July	31	18	9,050
August	31	17.5	8,883
September	30	17	8,618
October	31	18	9,050
November	30	17	8,618
December	31	17.5	8,834
Total	365	208.5	105,360

Timetable

Naples-Cagliari		
Crossings	Departure time from Naples	Arrival time in Cagliari
MONDAY	19:00	10:00
WEDNESDAY	19:00	10:00
FRIDAY	19:00	10:00

Cagliari-Naples		
Crossings	Departure time from Cagliari	Arrival time in Naples
TUESDAY	19:00	10:00
THURSDAY	19:00	10:00
SUNDAY	23:59	14:30

Cagliari-Palermo		
Crossings	Departure time from Cagliari	Arrival time in Palermo
SATURDAY	17:00	05:00

Palermo-Cagliari		
Crossings	Departure time from Palermo	Arrival time in Cagliari
SUNDAY	09:00	21:00

Date, location and if requested or necessary, signature(s):
Naples, 22/12/2021
Emanuele Grimaldi

**PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF
MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES,
CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC SERVICE REQUIREMENTS
FOR MARITIME TERRITORIAL CONTINUITY**

CIG: 8648427BB9 CUP: D69J21000210001

SHIP AND MAINTENANCE PLAN

(This document will become Annex B to the Service Contract)

The undersigned: EMANUELE GRIMALDI

born on: 18/07/1956

in: NAPLES

Province: NA ITALY

as the: CHAIRMAN OF THE BOARD OF DIRECTORS OF GRIMALDI EUROMED

S.P.A.

with registered office in VIA EMERICO AMARI 8, 90139 PALERMO, ITALY

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pursuant to Articles 46 and 47 of Italian Presidential Decree 445/2000, aware of the fact that in the case of mendacious declarations the sanctions envisaged in the penal code and special laws on falsities in deeds and mendacious declarations will be applied to him, pursuant to Article 76 of the same Decree, as well as the administrative consequences established for procedures involving public tenders, taken on full responsibility for the same,

DECLARES

That the ships he intends to use to carry out the service which is the subject of this procedure at the time the offer is presented are those indicated below.

• **SHIP 1:**

A. CHARACTERISTICS OF THE SHIP		
<u>Name of the ship</u>	[CORFU']	
<u>IMO number</u>	[9349758]	
<u>Ship Type</u>	Minimum Requirements	Offer
	MV Class - Tr (Ro-Pax) TP	[*- RO PAX-TP]

Annex 7.5_SHIP AND MAINTENANCE FRAMEWORK
PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC SERVICE REQUIREMENTS FOR MARITIME TERRITORIAL CONTINUITY

<u>Registered with the maritime department as:</u>	BARI 38	
<u>Ownership title or other valid conventional document certifying the legal availability of the ship</u>	REGISTRY	
<u>Age/Date of construction</u>	Minimum Requirements	Offer
	No older than 20 years, calculated from the due date for presentation of the tender offer, with reference to the date of construction	[28 OCTOBER 2006]
<u>Passenger ship class (article 3, Italian Legislative Decree 45/2000, as amended)</u>	A	A
<u>Transport capacity</u>	Minimum Requirements	Offer
- passengers	650	<i>Enter number of passengers</i> [956]
o <i>of which in cabins</i>	400	<i>Enter number of passengers</i> [464]
trailers (<i>only heavy vehicles</i>)	1,500 linear metres	<i>Enter MTL</i> [2256]
automobiles (<i>only automobiles</i>)	530	<i>Enter number of automobiles</i> [904]
<u>Crossing time (Cruising speed with a full load able to cover the route from dock to dock in):</u>	Minimum Requirements	Offer
- Naples-Cagliari	15 hours	[15]
- Cagliari-Palermo	12 hours	[12]
<u>Cabins</u>	<i>Enter no. cabins</i> [120]	
- Sleeping berths per cabin	2 or 4	<i>Enter no.</i> [2-4]
- Private bathrooms	Yes	Yes
- Minimum space per passenger in cabin	2m ²	<i>Enter no.</i> (2 m ²)
- Cabins for persons with disabilities, with space for companion and annexed bathroom, compliant with current regulations	2	<i>Enter no.</i> [2, as specified in the technical report]
<u>Armchairs</u>	<i>Enter no. armchairs</i> [174]	
<u>Deck position</u>	<i>Enter no. deck positions</i> [561]	
<u>Ship dimensions</u>	Minimum Requirements	Offer
Length (metres)	Appropriate to safely dock at the quays at the ports of departure and arrival (see Technical Specifications)	<i>Enter length</i> [186.63 m]
Width (metres)	Appropriate to safely dock at the quays at the ports of departure and arrival (see Technical Specifications)	<i>Enter width</i> [25.60 m]

Annex 7.5_SHIP AND MAINTENANCE FRAMEWORK
PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC SERVICE REQUIREMENTS FOR MARITIME TERRITORIAL CONTINUITY

Equipment	Minimum Requirements	Offer
Stabilisation systems	Present	OMISSIS
Noise emissions inside the ship, fully loaded in cruise mode	Max 60 dB	OMISSIS
OMISSIS	OMISSIS	OMISSIS
OMISSIS	OMISSIS	OMISSIS
OMISSIS	OMISSIS	OMISSIS
OMISSIS	OMISSIS	OMISSIS

Annex 7.5_SHIP AND MAINTENANCE FRAMEWORK
PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF
PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC
SERVICE REQUIREMENTS FOR MARITIME TERRITORIAL CONTINUITY

OMISSIS	OMISSIS	
<u>Common spaces and on board services</u>	Minimum requirements	Offer
Information area with large desk and seats to guarantee hospitality when accessing the ship and allow for the dissemination of information about the trip and services offered	Yes	<i>Enter details</i> [YES]
Infirmary with doctor on board, in accordance with regulations	Yes	<i>Enter details</i> [YES]
Commercial shop offering daily newspapers, magazines and basic personal hygiene products	Yes	<i>Enter details</i> [YES]
Snack bar selling snacks and sandwiches, in addition to beverage and snack vending machines	Yes	<i>Enter details</i> [YES]
Sit down and self-service restaurants	Yes	<i>Enter details</i> [YES]
Crates for medium-size pets	Yes	<i>Enter details</i> [YES]
Covered kennel	Yes	<i>Enter details</i> [YES]
<u>Travel comfort</u>	Minimum requirements	Offer
Air conditioning in all shared passenger spaces, cabins, reclining armchair room and corridors	Yes	<i>Enter details</i> [YES]
Smoking not allowed in all internal areas, with compliance guaranteed by the personnel of the concessionaire company	Yes	<i>Enter details</i> [YES]
<u>Passenger safety</u>	Minimum requirements	Offer
Closed circuit cameras to monitor the garage areas	Yes	<i>Enter details</i> [YES]
Safe deposit boxes to allow customers to deposit valuables	Yes	<i>Enter details</i> [YES]
External and internal closure system for all cabins in accordance with current regulations.	Yes	<i>Enter details</i> [YES]

Annex 7.5_SHIP AND MAINTENANCE FRAMEWORK
PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF
PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC
SERVICE REQUIREMENTS FOR MARITIME TERRITORIAL CONTINUITY

B. REQUIRED CERTIFICATIONS					
<i>valid</i>					
Certificate		<i>Issued by:</i>	Identification number	Date Issued	Expiration Date
1	D.O.C (Document of Compliance)	<i>CP Naples</i>	2016/6963	15/09/2016	12/09/2021
2	SMC (Safety Management Certificate)	<i>CP Brindisi</i>	2018/7226	18/10/2018	16/10/2023
3	Certificate of Class	<i>RINA</i>	82392-V039 001	07/11/2019	28/10/2021
4	Passenger ship safety certificate pursuant to Italian Legislative Decree 45/2000	<i>CP Brindisi</i>	2020/3833	20/11/2020	16/11/2021
5	Freeboard certificate or International freeboard certificate	<i>RINA</i>	82392-V039 005	07/11/2019	28/10/2021
6	Certificate of compliance with MARPOL annex I or IOPP Certificate	<i>RINA</i>	82392-V039- 006	07/11/2019	28/10/2021
7	Hazardous goods transport certificate (Italian Presidential Decree 134 of 6 June 2005) at least for classes: 2.1- 2.2- 3 (p.i.<23°C) - 3 (p.i. 23°C ÷ 61°C) or hazardous goods transport certificate pursuant to Rule II- 2/19 SOLAS;	<i>RINA</i>	82392-V044- 001	26/03/2021	16/11/2021
8	Certificate of compliance for the anti-vegetation system (Regulation EC 782/2003)	<i>RINA</i>	82392-R157- 004	19/06/2018	
9	Report for on board services visit (issued pursuant to Article 30, section 4 of Italian Presidential Decree 435 of 8/11/91)	<i>CP Brindisi</i>	2020/2048	22/06/2020	19/06/2021
10	International Ship Security Certificate (ISPS)	<i>CP Brindisi</i>	2018/7030	10/10/2018	09/10/2023
11	On-board workplace hygiene and safety inspection report (Document annexed in section 2.1.7 - additional documentation)	<i>CP Ancona</i>	File no. 3971	<i>On board visit request</i> 05/02/2021	<i>CP Ancona file date</i> 08/02/2021
12	Certification of suitability to transport automobiles in compliance with Circular 322295 of 21/8/1967	<i>RINA</i>	82392-V039- 008	07/11/2019	28/10/2021
13	Domestic or International Tonnage Certificate	<i>CP Bari</i>	03/2007	10/05/2007	
14	Register of on board lifting appliances and loose gear pursuant to ILO Convention 152 (if required based on the types of lifting appliances on board)	<i>RINA</i>	No. 2021/AN/01/295	20/04/2021	
15	Hazardous material inventory certificate for units subject to Regulation EU 1257/2013	<i>RINA</i>	82392-V044- 003	26/03/2020	28/10/2021

Annex 7.5_SHIP AND MAINTENANCE FRAMEWORK
PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC SERVICE REQUIREMENTS FOR MARITIME TERRITORIAL CONTINUITY

CLEANLINESS AND HYGIENIC CONDITIONS		
Task	Minimum requirements	Offer
Preventive pest removal service	4 times/year	[YES, 4 times/year]
Preventive rodent removal service	4 times/year	[YES, 4 times/year]
Cleaning of cabins and internal and external public areas	In accordance with current regulations	[YES In accordance with current regulations]
Cleaning as in table 5 of Measure 10 in Annex A to Resolution 96/2018;	In accordance with the provisions of the Resolution	[YES In accordance with the provisions of the Resolution]
Adoption of Hazard Analysis and Critical Control Points (HACCP) system for cleaning of areas used for restaurant services and the hygienic treatment of food products.	Yes	[YES]

D. ACCESSIBILITY		
Parameter	Minimum requirements	Offer
Lifts or escalators for access to cabins and common areas	Yes	[YES]
Passenger deck accessible to PRM, preferably independently, including	Yes	[YES]
<ul style="list-style-type: none"> • an embarkation/disembarkation area 	Yes	[YES]
<ul style="list-style-type: none"> • an area for consumption of beverages and snacks 	Yes	[YES]
<ul style="list-style-type: none"> • an area for repose 	Yes	[YES]
<ul style="list-style-type: none"> • a wheelchair accessible public bathroom 	Yes	[YES]
<ul style="list-style-type: none"> • <i>(if the passenger deck accessible to PRM is not located on the same level as the deck for embarkation of vehicles or if the services cited in the previous points are on different decks)</i> lifting equipment certified by the competent bodies that ensure persons with reduced mobility safe access on board the ship 	Yes	[YES]
Additional aspects guaranteeing accessibility	<i>Specify if any</i> [there are both lifts and escalators]	

Annex 7.5_SHIP AND MAINTENANCE FRAMEWORK
PROCEDURE BEGUN TO AWARD THE CONCESSION FOR THE PUBLIC SERVICE OF MARITIME TRANSPORT OF
PASSENGERS, VEHICLES AND GOODS BETWEEN NAPLES, CAGLIARI AND PALERMO AND VICE VERSA WITH PUBLIC
SERVICE REQUIREMENTS FOR MARITIME TERRITORIAL CONTINUITY

- OMISSIS

OMISSIS	OMISSIS	OMISSIS
OMISSIS	OMISSIS	OMISSIS

Date, location and if requested or necessary, signature(s):

Naples, 22/12/2021

Emanuele Grimaldi



GRIMALDI EUROMED S.p.A.
Company of the Grimaldi Group S.p.A. – Palermo

Registered Office: Via Emerico Amari 8, 90139 Palermo, Italy - Share Capital € 120,000,000 fully paid-up
Register of Companies of Palermo, Fiscal Code 00278730825 and VAT No. IT00278730825
Company with sole shareholder

Naples, 10/12/2021

Subject: Concession contract no. 159 of 1 June 2021 for the public service of maritime transport of passengers, vehicles and goods between Naples, Cagliari and Palermo. Significant changes in demand and resulting proposal to modify the operating schedule in order to reduce CO₂ consumption.

Dear Ms Di Matteo,

We hereby confirm your note dated 6 December 2021 with which we were asked to provide additional elements that allow this Management to evaluate the proposed modification of the operating schedule presented by the undersigned Company on 16 November 2021. This proposal includes three round trip crossings between Naples-Cagliari, with the addition of a midweek departure, and a round trip crossing between Cagliari-Palermo during the weekend, as well as a re-determination of the crossing speed to ensure the containment of CO₂ emissions.

The opportunity to make these changes to the operating program in the interest of better meeting the demands of the public is evident from the comparison of the **filling coefficients** recorded on the two lines during the first months of operation of the line.

In particular, taking weeks 46 and 47 as a reference, it should be noted that the **Cagliari-Palermo** round trips recorded:

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- OMISSIS

In the same period of time, the average employment coefficient on the **Naples-Cagliari** line was instead considerably higher, on average OMISSIS

Below is a summary table of the volumes loaded by route on each single departure in the weeks considered:

90139 PALERMO - Via Emerico Amari, 8 Economic and Administrative Index of PALERMO no. 68647 Tel.+39 091 611 3691 Fax +39 091 609 2408	80133 NAPLES - Via M. Campodisola, 13 Economic and Administrative Index of NAPLES no. 299387 Tel.+39 081 496 111 PBX Fax +39 081 551 7401 - +39 081 552 7323 Email switchboard@grimaldi.napoli.it	00187 ROME Via Boncompagni, 43 Economic and Administrative Index of ROME no. 1061930 Tel. +39 06 429 03772 Fax +39 06 428 14558	20123 MILAN Via Nirone, 2 Economic and Administrative Index of MILAN no. 1963742 Tel. +39 02 890 93917 Fax +39 02 890 93915
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%OCCUPANCY MV CORFU' - NAPLES-CAGLIARI-PALERMO LINE

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Furthermore, it should be noted that the new operating schedule would be fully suitable to meet the needs of demand; in this sense, the operators of the sector have in fact expressed their appreciation for the hypothesis of reorganisation of the service proposed by the Company.

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For the above reasons, the proposed itinerary change would result in:

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Lastly, in order to identify the solution that can balance the comfort needs of passengers with the objectives of management and environmental efficiency, **the hypothesis of a new schedule** that delays arrival in Palermo on Saturday and - consequently - reduces the travel time of the connection on Sunday is reported below.

MV CORFU				
Port	ETÀ		ETS	
Naples			Monday	19:00
Cagliari	Tuesday	10:00	Tuesday	19:00
Naples	Wednesday	10:00	Wednesday	19:00
Cagliari	Thursday	10:00	Thursday	19:00
Naples	Friday	10:00	Friday	19:00
Cagliari	Saturday	10:00	Saturday	17:00
Palermo	Sunday	05:00	Sunday	09:00
Cagliari	Sunday	21:00	Sunday	23:59
Naples	Monday	14:30		

Please note that on the basis of the proposed schedule above, the saving of CO₂ in tonnes would be contained in OMISSIS, such as to allow in any case a reduction in emissions and therefore greater sustainability.

We remain at your disposal. Best regards,

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Attachments:

1. Declaration OMISSIS
2. Declaration OMISSIS