ARTICLES OF ASSOCIATION
OF THE COMMUNITY OF USERS OF
EMPURIABRAVA INLAND MARINA

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SECTION 1
OBJECT AND LEGAL FRAMEWORK OF THE COMMUNITY OF USERS

Article 1: Purpose of the Articles of Association

The present Articles of Association of the Community of Users of the Empuriabrava inland marina, in the municipality of Castelló d’Empúries, regulate the entities and operation of the aforementioned Community, in accordance with the provisions of Articles 96.2 and 100.1 of Law 5/1.998, of 17 April, by Ports of Catalonia, as well as the First Transitional Provision and Article 32 of Decree 17/2005, of 8 February, by which the Regulation for inland marinas in Catalonia was approved.

Article 2: Constitution and functions of the Community of Users

1. The Community of Users of the Empuriabrava inland marina consists of users who have the right to use and enjoy port and mooring elements in the marina, and are duly registered at all times in the Register of Users provided for in Article 31 of the Regulation for inland marinas in Catalonia.

2. The Community of Users aims to promote collaboration and the exchange of information between users and the concession holder, guaranteeing information for users on management aspects of the concession that affect their economic obligations arising from the conservation and maintenance of the inland marina, and channelling the participation of users in the Management Company constituted, if applicable, by the concession holder, to conduct the maintenance and conservation of the marina.

3. In accordance with the purposes outlined in the previous section, the functions outlined below correspond to the Community of Users:

   a) To formulate suggestions for the concession holder on issues related to the operation of the marina.

   b) To be informed of budgets for the maintenance and operation of the marina approved by the concession holder, following previous reporting from the Directorate General of the Catalan Government in charge of ports, as well as annual accounts from the previous financial year.

   c) To be informed by the concession holder of urgent or exceptional expenses for the maintenance and conservation of the marina, which are not forecast in the budget.
d) To collaborate, if appropriate, with the concession holder in the collection of fees for the maintenance and conservation of the marina.

e) To participate, as defined in the Regulations for operating and policing the marina, in the Management Company constituted by the concessionaire to perform the maintenance and conservation of the marina.

f) To implement the administrative or legal actions it considers appropriate to defend the interests of the users.

Note: The functions defined in the previous sections b), c) and d) are established in relation to the concession holder as long as they remain the concession holder and are in charge of operations, although they shall refer, if appropriate, to the Management Company constituted by the concessionaire to conduct the maintenance and conservation of the marina.

4. Under no circumstances shall the functions attributed to the Community of Users limit the powers that correspond to the concession holder under the concession it holds, in accordance with applicable regulations.

5. Participation fees for mooring and elements of the inland marina in terms of expenses for conservation and maintenance, in accordance with the User Register, are specified in ANNEX 1, according to the identifying map enclosed in ANNEX 2.

Article 3: Legal framework of the Community of Users

1. The Inland Marina Community of Users is governed by:

   a) Law 5/1998, of 17 April, of Ports of Catalonia.

   b) The regulations for inland marinas of Catalonia, approved by Decree 17/2005, of 8 February.

   c) The regulations for port police, approved by Decree 206/2001, of 24 July.

   d) The regulations for operating and policing the Empuriabrava inland marina.

   e) The Articles of Association of the Community of Users of the Empuriabrava inland marina.

2. The present Articles of Association of the Community of Users, once reported favourably by the Directorate General of the Catalan Government in
charge of ports, shall be listed in the Land Registry.

3. Modification of the present Articles of Association must conform to the same procedure as that followed for their approval. In the same way, statutory modifications, once reported favourably by the Directorate General of the Catalan Government in charge of ports, shall be subject to registration in the Land Registry.

Article 4: Address of the Community of Users

1. The Community of Users has its initial address at the offices of the concession holder, located in the Capitania building, Sector Club Nàutic, Marina Residencial d’Empuriabrava.

2. The General Assembly of the Community of Users may decide to establish a new address, which shall be in the municipality of Castelló

Article 5: Dissolution of the Community of Users

The Community of Users of the Empuriabrava inland marina shall be dissolved when any of the following circumstances occurs:

a) Termination of the concession for the construction and operation of the Empuriabrava inland marina.

b) An individual person is granted all rights for exclusive use of the port and mooring elements of the concession.

c) Total destruction of the port and mooring elements that form the inland marina.

d) By decision of the Organisation or entity of the Administration of the Generalitat de Catalunya in charge of ports.
SECTION TWO
ENTITIES IN THE COMMUNITY OF USERS

Article 6. Entities in the Community of Users

1. The entities of the Community of Users are the Presidency, the Vice-President, the General Assembly, the Board of Directors (made up of 12 people entitled to vote), and the Secretary.

2. The Presidency of the Community of Users will be held by the member of the Community designated by the General Assembly. This role may be remunerated.

3. The General Assembly consists of all the members of the Community of Users. The right of each member in the Community is determined proportionally by the member’s participation fees for expenses relating to the maintenance and conservation of the marina as defined in Annex 1.

4. The Secretary of the Community of Users shall be the individual or the legal entity designated by the General Assembly. The Secretary does not necessarily have to be a member of the Community of Users. The role of the Secretary may be remunerated.

5. The role and duties specified in the first section will have a duration of four years, without prejudice to a premature ending by a majority decision of the Assembly.

Article 7: The Presidency

1. The following functions correspond to the Presidency of the Community of Users:

   a) To convene, chair and lead the meetings of the General Assembly.

   b) To sign the minutes, along with the Secretary, on agreements adopted by the General Assembly.

   c) To represent the Community of Users judicially and extrajudicially, as well as before any public and/or private organisation.

   d) To develop the operating budget for the Community of Users.

   e) To make agreements adopted by the Community of Users public, if applicable.
f) Other functions not assigned by these Articles of Association to other entities of the Community of Users and which are necessary for the correct functioning of the Community.

2. The Presidency of the Community of Users can delegate, with prior authorisation from the General Assembly, some functions to another member, who shall act as Vice President.

Article 8: The General Assembly

1. The following functions correspond to the General Assembly:

   a) To propose issues to the concession holder related to the organisation and operating of the inland marina, in accordance with the Regulation for operating and policing the marina and other applicable regulations.

   b) To receive information from the concession holder on the budgets for the maintenance and conservation of the marina, approved following reporting from the Directorate General in charge of ports.

   c) To be informed by the concession holder of urgent or unforeseen expenses for the conservation and maintenance that were not forecast in the budget, approved by the aforementioned organisation following reporting from the Directorate General in charge of ports, and the unique payment involved.

   d) To designate, in accordance with the provisions of the Regulation for operating and policing the marina, the representative of the Assembly in the Management Company constituted, if appropriate, by the concession holder to conduct the maintenance and conservation of the marina.

   e) To approve operational budgets for the operation of the Community of Users itself, and participation fees paid by members.

   f) To designate, if appropriate, the Representative Bodies of the Community of Users to which the President can delegate his or her functions.

   g) To agree to lodge appeals and complaints before public administrations and exercise actions before Courts of Justice to defend its interests.

2. The functions outlined in sections b) and c) of the previous section are established in relation to the concession holder as long as they remain the
concession holder and are in charge of operating the marina, although they shall refer, if appropriate, to the Management Company constituted by the concessionaire to conduct the maintenance and conservation of the marina.

**Article 9: The Secretary**

The following functions correspond to the Secretary of the Community of Users:

a) To prepare the minutes of the General Assembly and sign them in conjunction with the President.

b) To make notifications.

c) To deliver any type of certificate.

d) To store documentation of the Community of Users.

e) To take the minutes of the General Assembly.

**SECTION 3**

**OPERATION OF THE GENERAL ASSEMBLY OF THE COMMUNITY OF USERS**

**Article 10: Meetings**

1. The General Assembly ordinarily meets at least once a year.

2. In addition, the General Assembly can meet:

   a) At the request of the President

   b) When at least one quarter of its members request that it does so, and indicate, in making their request, the points to be included on the agenda.

3. The General Assembly can meet without being convened previously when all of its members are together and agree unanimously that a meeting should
be held and its agenda.

Article 11: Call to assembly

1. It is the Presidency that convenes meetings of the General Assembly.

2a. Calls, summons and notifications must be sent to the email address provided by each member, as defined in the User Register, a minimum of fifteen (15) working days before the meeting, with the exception of a meeting convened urgently. In the case of the latter, it will be sufficient to convene the meeting seven (7) working days in advance.

2b. Personal notifications to Users residing in the Marina which, for whatever reason, cannot be sent by email will be announced to them by an appropriate medium and they will be asked to collect the information from the Secretary in paper format.

3. In addition, the announcement of the meeting must be published on the noticeboard at the address of the Community of Users. If the attempt to notify members personally is unsuccessful, the aforementioned noticeboard shall have identical legal effect.

4. The call to meet must display the agenda clearly and in detail, as well as the date, place and time of the meeting, for the first and second call to meet. Between the first and second call, there must be an interval of, at least, thirty minutes.

5. Documentation regarding subjects to be discussed shall be made available to members from the Secretary of the Community, as well as from the Community of Users website, from the moment at which the call is made. This circumstance must be defined specifically in the notification of the call.

Article 12: Attendance

1. Members attend the General Assembly personally or through legal representation, which must be certified in writing.

2. If the right of exclusive use to mooring or of an element corresponds to several persons collectively, a single co-holder must be designated beforehand to attend the General Assembly. The Secretary of the Community of Users must be notified of this designation.

3. Members of the Community can be represented in the General Assembly
by their legal representatives, a special proxy, the President or any other member of the Assembly. The representation must be certified by the Secretary before the meeting is held.

4. Written delegation to the President or any other member of the General Assembly must contain original documentation, refer to a specific meeting, be delivered to the Secretary before the meeting begins, and contain the first name, surname and identification number or passport of the representative and the person represented.

5. The representative is authorised to participate in the adoption of any agreement by the General Assembly, but the legal representative may not replace the person represented in exercising or being appointed for a role.

Article 13: Constitution

1. The General Assembly is validly constituted, at the first meeting, if a quorum of at least half its members is present, which must represent half the participation fees. At the second meeting, it is validly constituted whatever the number of members present, and the fees they represent.

2. If the President or Secretary is absent, the General Assembly itself may designate a member to chair the meeting or exercise the role of Secretary for the meeting in question.

Article 14: The right to vote

All members who have paid the required maintenance fees, and do not, therefore, have any outstanding debt to the Community of Users, have the right to vote in the General Assembly, except if they certify that they have challenged the relevant agreements and have notarised or legally contested the amount.

Article 15: The adoption of agreements

1. Only agreements can be adopted on subjects included in the agenda.

2. The adoption of agreements requires the majority of the members of the General Assembly to vote in favour, and must represent, at the first meeting, the majority of participation fees, and, at the second meeting, the majority of the fees present and represented. Votes by members who have not made
outstanding payments shall not be counted except under the provisions of Article 14.

3. Users who have not attended the meeting can oppose the agreements adopted within one month from the day following the meeting. A written opposition must be sent to the Secretary by reliable means.

4. The agreements oblige and bind all members, including those who oppose them.

**Article 16: Minutes**

1. Once all points on the agenda have been addressed, the Secretary must document and read out the agreements adopted.

2. The minutes of the meeting must be authorised with the signatures of the Secretary and the President, within five (5) days from the day following the meeting. Similarly, all the members must be notified within ten (10) days following the meeting, in the same way they were notified of the call to assembly and to the same address.

3. The minutes of the meeting must be written at least in Catalan and Spanish, and include the following information:

   a) The date and place, whether the meeting was ordinary or extraordinary, and whether it has been held as a first or second call to assembly.

   b) The agenda.

   c) Reference to the person chairing the meeting and the person who conducted the functions of the Secretary.

   d) The list of people who attended personally or were represented, and an indication of the total proportion of fees represented by the attendees.

   e) The agreements adopted and, if requested by any of the attendees, reference to the members that voted in favour, against or abstained.

4. The minutes of the meeting shall be sent to each member of the Community, in Spanish and Catalan.

5. Agreements by the General Assembly must be transcribed in a Book of minutes by the Secretary.
SECTION 4
BUDGET AND FINANCIAL MANAGEMENT OF THE COMMUNITY OF USERS

Article 17: Budget for the Community of Users

1. The budget for the Community of Users is annual and includes administration and management costs for the Community.

2. Before 1st November each year, the Presidency shall draw up the budget for the following financial year for the Community of Users, to be presented and, if applicable, approved by the General Assembly.

Article 18: Claims for unpaid fees

1. In the case of non-payment of the fees by a member for the Community of Users, the Presidency shall duly notify the debtor to regularise the situation by paying the outstanding amount within fifteen (15) calendar days from the day after receipt of the request.

2. Fees for the Community of Users can be claimed by small claims procedure in accordance with the provisions of the Code of Civil Procedure, of 7 January 2000.