

AVERBAMENTOS



Capitania do Porto de FIGUEIRA DA FOZ

Delegação Marítima de -----

TÍTULO DE PROPRIEDADE

Nome da embarcação " OBELIX "

O (1) CAPITÃO DO PORTO DA FIGUEIRA DA FOZ certifica, nos termos do artigo 122.º do Regulamento Geral das Capitánias, aprovado pelo Decreto-lei n.º 265/72, de 31 de Julho, que aos 11 dias do mês de JANEIRO do ano de 2012 foi efectuado nesta (2) Capitania do Porto

(3) A reforma de registo. de propriedade da embarcação abaixo indicada por meio do auto de registo de propriedade n.º Liv. 1 Fis. 147 da mesma data, na conformidade do artigo (4) 83º

do mesmo Regulamento Mais certifica que do referido auto de registo de propriedade constam os seguintes elementos relativos à embarcação:

Nome da embarcação (5) "OBELIX"

Número de registo (6)

Conjunto de identificação (6) FF-148-AL

Classificação da embarcação (7) Auxiliar Local

Nome do proprietário ou proprietários: MOTA - ENGL, ENGENHARIA E CONSTRUÇÃO, S.A.

Arqueação bruta (em toneladas-Meertseem) 694 (Seiscentas e noventa e quatro unidades.)

Arqueação líquida (em toneladas-Meertseem) 208 (Duzentas e oito unidades.)

Comprimento de fora a fora (em metros) 56 (Cinquenta e seis metros.)

Comprimento entre perpendiculares (metros) 55,54 (Cinquenta e cinco metros e quatro centímetros.)

Boca de sinal (em metros) 11 (Onze metros.)

Pontal de sinal (em metros) 4,20 (Quatro metros e vinte centímetros.)

Distintivo visual e radiotelegráfico (indicativo de chamada) (8) CSYC5

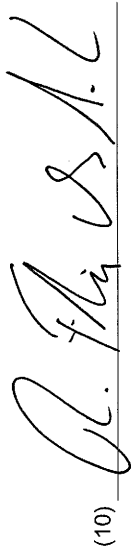
Natureza do casco AÇO

Sistema de propulsão 2 (dois) Motores Interiores Fixos, da marca "IVECO", de 368 KW com 1900 rpm, Modelo C13ENTD20.00A 800, a gasóleo, com os N.ºs de série F3BE0687A/B301-066651(BB) e F3BE0687A/B301-0666303(EB).

Número de mastros 1 (Um)
Designação do aparelho (9) ---

Figueira da Foz, 13 de JANEIRO de 2012

O CAPITÃO DO PORTO

(10) 

- (1) Capitão do porto d _____ ou delegado marítimo d _____ conforme os casos.
- (2) Capitania do Porto ou delegação marítima.
- (3) O primeiro registo definitivo, a reforma de registo, ou transferência de registo, conforme os casos.
- (4) 78.º, 83.º ou 88.º, conforme se trate do primeiro registo definitivo, reforma de registo, ou transferência de registo.
- (5) Quando o tiver.
- (6) Só um destes elementos, consoante a embarcação tenha só "número de registo" ou "conjunto de identificação".
- (7) A classificação da embarcação deve obedecer ao disposto no Capítulo II do Regulamento Geral das Capitánias, indicando a actividade a que se destina e a área em que pode exercê-la.
- (8) Quando tenha sido oficialmente atribuído.
- (9) Só para veleiros.
- (10) Assinatura do Capitão do porto ou delegado marítimo autenticada com selo branco.



MINISTÉRIO DA DEFESA NACIONAL

AUTORIDADE MARÍTIMA NACIONAL
CAPITANIA DO PORTO DE AVEIRO

CERTIFICADO DE NAVEGABILIDADE

Nº 56 / 2018

Nome e Conjunto de Identificação	Porto de Registo	Toneladas de Arqueação		Motor empregado na Propulsão	Combustível	Nome do Proprietário
		Bruta	Líquida			
OBELIX FF-148-AL	Figueira da Foz	694,000	208,000	Iveco Iveco	Gasóleo Gasóleo	MOTA-ENGL, ENGENHARIA E CONSTRUÇÃO, S.A.

O Capitão do Porto de Aveiro certifica que a embarcação acima descrita satisfaz as prescrições legais e regulamentares sobre a segurança de navegação.

Apostilha

O prazo de validade o present certificado de navegabilidade é o indicado se:

- Revalidar os extintores até 03/2019;
 - Revalidar 2 fachos de mão até 08/2018;
 - Revalidar a jangada pneumática até 05/2019.
- O Capitão do Porto,

- 1º - Estado de conservação do casco: Regular (Seco)
- 2º - Estado de conservação do motor: Regular
- 3º - Potência do motor: 986.6 HP
- 4º - Estado de conservação da caldeira:
Pressão regime:
Data em que foram seladas as válvulas de segurança:

(b) Vide Verso

- 5º - Os instrumentos de navegação encontram-se num estado: Regular
- 6º - Os meios de salvação abaixo designados reúnem as condições previstas nos diplomas em vigor:
1 Jangadas Pneumáticas com capacidade para 4 pessoas; 4 Bóias com Sinal Luminoso; 4 Bóias de Salvação com Retenida; 6 Coletes de Salvação (adultos); 4 Fachos de Mão; 4 Sinais de Pára-Quedas; 2 Bomba de Esgoto Eléctrica; 1 Moto Bomba de Esgoto; 1 RadioTelefone fixo de Ondas Métricas (VHF);

- 7º - Extintores:
6 Extintor de 6 Kg de Pó Químico;

- 8º - Outros meios de extinção de fogo a bordo:
- 9º - Os locais afectos à tripulação satisfazem ao fim a que se destinam: Sim
- 10º - O mestre e os tripulantes têm as habilitações exigidas pelos diplomas legais em vigor: Sim

O presente certificado é válido, salvo qualquer alteração até ao dia 04-06-2019 e deve ser renovado antes dessa data.


Passado em: 31-07-2018

(a) O Capitão do Porto,

Apostilha:

(b) Foi reposta a validade dos fachos de mão até 07/2022.

O Capitão do Porto,

A handwritten signature in blue ink, consisting of a large, stylized letter 'P' with a vertical line extending downwards from its base.



CERTIFICADO ESPECIAL DE NAVEGABILIDADE

Special Navegability Certificate

Nº 10 / 2018

Nome do Embarcação <i>Name of Vessel</i>	Sinal do código <i>Signal number</i>	Porto de Registo <i>Port of Registry</i>	ARQUEAÇÃO <i>Tonage measurement</i>		Nome do Proprietário <i>Name of Owner</i>
			Bruta <i>Gross</i>	Líquida <i>Net</i>	
OBELIX	FF-148-AL	Figueira da Foz	694,000	208,000	MOTA-ENGIL, ENGENHARIA E CONSTRUÇÃO, S.A.

Considerando a legislação em vigor sobre segurança de navegação;

Taking into consideration the legislation in force respecting safety in navigation;

Considerando o pedido apresentado por MOTA-ENGIL, ENGENHARIA E CONSTRUÇÃO, S.A. com o fim de obter para a sua embarcação, acima designada, a necessária autorização para a viagem do porto de Aveiro ao porto de Setúbal

Taking in consideration the application presented by MOTA-ENGIL, ENGENHARIA E CONSTRUÇÃO, S.A. with the object of obtaining for his vessel, above described, the necessary permission for the voyage from the port of Aveiro to the port of Setúbal

Considerando as circunstâncias particulares invocadas pelo requerente;

Taking into consideration the particular circumstances cited by the applicant;

Considerando o auto de vistoria de 03-10-2018

Taking in consideration the report of survey of 03-10-2018

Concedo o presente certificado especial à dita embarcação sob condição de ser apenas válido para a viagem acima definida.


I grant the present special certificate to the said vessel, on condition that it be valid only for the voyage above stated.

Verba n.º

Certificado n.º 10

Capitania do Porto de Aveiro

O Capitão do Porto,


Carlos Alberto José Isabel
Capitão-de-fragata

Assinatura *
Signature *

Capitania do Porto de Aveiro
Forte da Barra - Apartado 5 3834-908 Ílhavo
Tlf: (351) 234397230 Fax: (351) 234397231
capitania.aveiro@marinha.pt

PROTECTION & INDEMNITY

POLICY OF INSURANCE

No:581997/001

Period of Insurance : Noon (GMT) on 03 November, 2018 to Noon (GMT) on 03 November, 2019.

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to herein.

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interest in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s).

**THE ATTACHED CLAUSES FORM PART OF
THIS POLICY**

To: Mota-Engil Engenharia e Construção (Assured)

Ship Owner: Mota-Engil Engenharia e Construção
Rua Mario Dionisio No. 2
2799-557 Linda-a-Velha
Portugal

VESSEL SCHEDULE

Ref No.	Name of Ship	Gross Tonnage	Year Built	Type	Flag	IMO Number	Port of Registry
581997	OBELIX	694	1976	FLAT TOP BARGE	PRT	8674144	Figueira Da Foz, Portugal

Evidence of Insurance Clause

This Policy of Insurance or any Endorsement hereto is evidence only of the contract of indemnity insurance between the above named Assured(s) and the Insurer and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Insurer to any other party.

In the event that an Assured tenders this Policy/Endorsement as evidence of insurance under any applicable law relating to financial responsibility, including but not limited to the Oil Pollution Act 1990 or any similar Federal or State Laws, or otherwise shows or offers it to any other party as evidence of insurance, such use of the Policy/Endorsement by the Assured is not to be taken as any indication that the Insurer thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Insurer does not so consent.

CONDITIONS Protection and Indemnity Risks in accordance with British Marine, Marine Liability, Protection and Legal Expenses Terms and Conditions **2018** Edition section A Clauses 1-32 incorporating sections B and C Clauses 40-80 attached thereto, including cover in respect of collision, property damage, wreck removal and pollution liabilities in accordance with the Policy Terms, Conditions and Exceptions and subject always to the Special Conditions and Warranties set out hereunder.

LIMIT OF LIABILITY **USD 500,000,000** each vessel, all claims inclusive of costs, fees and expenses either approved and/or incurred by the Insurer, any one accident or occurrence or series of accidents or occurrences arising out of one event, Combined Single Limit.

SPECIAL CONDITIONS Pursuant to the provisions of Clause 13.1, it is noted and agreed that the cover hereunder is extended to include claims for 4/4ths collision.

Excluding liability to cargo and property on board.

Excluding any liability for loss or damage to items lifted by vessels crane.

Excluding crew claims recoverable under local, state or compulsory compensation scheme.

Specialist Operations Clause

The coverage is hereby extended, in terms of Clause 38, to include those liabilities, costs and expenses, to the extent they may be incurred by the Assured in respect of claims brought about by any party for whose benefit the work has been performed, or by any third party (whether connected with any party for whose benefit the work has been performed or not), which would have been covered hereunder but for the provisions and/or exclusions in the Terms and Conditions in respect of Specialist Operations.

PROVIDED ALWAYS THAT

the below mentioned exclusions shall prevail notwithstanding any provisions in this clause inconsistent therewith

[1] fines, punitive, exemplary or aggravated damages.

[2] any liabilities, losses, costs or expenses in relation to damage to or loss of the contract works or failure to perform the contract works.

Subject to a limit of liability of **EUR 2,500,000** any one accident or occurrence or series of accidents or occurrences arising out of one event.

Subject to a deductible of **EUR 13,350** any one accident or occurrence or series of accidents or occurrences arising out of one event.

Subject otherwise to policy terms and conditions.

WARRANTIES Trading European waters only including Mediterranean Sea including North Africa and West Coast of Africa not South of Angola but always excluding Libya and Syria.

Warranted classed or surveyed in accordance with statutory regulations.



DEDUCTIBLES (P&I) **EUR 10,000** from Collision and Fixed and Floating Objects Claims, each accident or occurrence.

EUR 1,500 from all claims each accident or occurrence.

FIXED PREMIUM Fixed Premium as agreed.

Cancelling Returns Only.

For and on behalf of
BRITISH MARINE



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17 October, 2018

War Risk (Protection and Indemnity) Endorsement (A)

Pursuant to the provisions of Clause 39.4.2, notice is hereby given that cover hereunder is subject to the following special terms and conditions until further notice:

It is noted and agreed that cover is extended to include liabilities, costs and expenses in accordance with the provisions of Clause 39 of the Policy Terms and Conditions.

It is a condition of cover that the Hull and Machinery is fully insured for the perils enumerated in the current Institute War and Strikes Clauses - Hull - Time (1.11.95) (Cl.281) with Protection and Indemnity and Crew inclusion clauses (or equivalent clauses in terms no less wide than the forgoing) for not less than the hull value of the insured vessel.

Whether or not notice of cancellation in terms of Clause 39.4.1 is given, cover hereunder in respect of War Risks etc. shall TERMINATE AUTOMATICALLY on the expiry of notice given by any Underwriter of the above mentioned Insurance(s). British Marine may agree however to reinstate cover subject to agreement with the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

Limit of Liability:

USD 50,000,000 all claims in the aggregate inclusive of costs, fees and expenses either approved and/or incurred by the Insurer, any one accident or occurrence, each vessel.

Trading Warranties:

In the event of a vessel or craft insured hereunder sailing for, deviating towards, or being within the Territorial Waters of any of the Countries or places described in the Exclusions as set out below (including any Port or area that constitutes part of such a country or place however it may hereafter be described) additional premium shall be paid at the discretion of the Insurer hereon. Information of such voyage or deviation shall be given to the Insurer as soon as practicable, and the absence of prior advice shall not affect the cover hereon. In the event of the Assured not requiring continuation of coverage for a vessel proceeding into or remaining within an excluded area, they shall so advise Insurers hereon before the commencement of such voyage, deviation or period, and it shall be at the Insurer's discretion whether and on what terms the insurance shall be reinstated.

Exclusions

Africa

1. Benin
2. Eritrea, but only South of 15° N
3. Gulf of Guinea, but only the waters of the Togolese, Beninese and Nigerian Exclusive Economic Zones north of the Latitude 3° N
4. Libya
5. Nigeria
6. Somalia
7. Togo

Indian Ocean / Arabian Sea / Gulf of Aden / Gulf of Oman / Southern Red Sea

8. Waters as defined overleaf

Asia

9. Pakistan



Middle East

10. Iran
11. Iraq, including all Iraqi offshore oil terminals
12. Israel
13. Lebanon
14. Saudi Arabia excluding transit
15. Syria
16. Yemen

South America

17. Venezuela, including all offshore installations in the Venezuelan EEZ.

Definitions:

- Named Countries shall include their coastal waters up to 12 nautical miles offshore, unless specifically varied above.
- Named Ports shall include all facilities/terminals within areas controlled by the relevant port authority/ies (or as may be more precisely defined by Insurers) including offshore facilities/terminals, and all waters within 12 nautical miles of such, but not exceeding 12 nautical miles offshore unless specifically stated.

Indian Ocean/Arabian Sea/Gulf of Aden/Gulf of Oman/Southern Red Sea

The waters enclosed by the following boundaries:

- a. on the north-west, by the Red Sea, south of Latitude 15° N
- b. on the west of the Gulf of Oman by Longitude 58° E
- c. on the east, Longitude 65° E
- d. and on the south, Latitude 12° S

excepting coastal waters of adjoining territories up to 12 nautical miles offshore unless otherwise provided.

Cover in respect of the risks of war, etc., shall not become effective if, subsequent to acceptance by British Marine and prior to the intended time of attachment of risk, there has occurred any event which would have automatically terminated cover under the provisions of this clause.

All other terms and conditions continue without amendment.

Ref.War P&I (A) June, 2018.

For and on behalf of
BRITISH MARINE



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17 October, 2018