

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION



UNITED STATES OF AMERICA

v.

CASE NO.

CARBOFIN S.P.A.

0:14-cr-00500-
M. 027737

Defendant.

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by A. Lee Bentley, III, United States Attorney for the Middle District of Florida, and the Environmental Crimes Section of the United States Department of Justice, and the defendant, CARBOFIN S.P.A. (hereinafter "CARBOFIN"), by and through its attorney, Michael G. Chalos, mutually agree as follows:

A. **Particularized Terms**

1. **Courts Pleading To**

The defendant shall enter a plea of guilty to Counts One through Three of the Information. Counts One through Three charge the defendant with failure to accurately maintain an Oil Record Book, in violation of 33 U.S.C. § 1908(a).

Defendant's Initials EM

AF Approval _____

B

2. Maximum Penalties

Defendant understands and agrees that the statutory penalties applicable to a corporate defendant for each felony count to which it is entering a plea of guilty are a maximum fine of either Five Hundred Thousand Dollars (\$500,000.00), or twice the gross gain or loss resulting from the unlawful conduct, pursuant to 18 U.S.C. § 3571(c) and (d); a term of probation of five (5) years, pursuant to 18 U.S.C. § 3561(c)(1); and a special assessment of Four Hundred Dollars (\$400.00), pursuant to 18 U.S.C. § 3013(a)(2)(B). With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offense(s), and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offense(s), or to the community, as set forth below.

3. Elements of the Offenses

The defendant acknowledges understanding the nature and elements of the offenses with which defendant has been charged and to which defendant is pleading guilty. Under well-established principles of corporate liability and respondeat superior, as these principles apply in this case, the corporate defendant is liable for the actions of its agents and employees acting within the scope of their employment and for the benefit, at least in part, of the corporation.

The elements of Counts One through Three (APPS) are:

- First: The defendant, through the acts and/or omissions of its employees on board the M/V Marigola acting within the scope of their employment and on behalf of defendant;
- Second: knowingly failed, or caused the failure, to maintain an accurate Oil Record Book for an oil tanker ship of 150 gross tons or above or a ship other than an oil tanker ship of 400 gross tons or above; and;
- Third: did so while in the navigable waters or at a port or terminal of the United States.

4. Indictment Waiver

Defendant will waive the right to be charged by way of indictment before a federal grand jury.

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida and the Environmental Crimes Section of the United States Department of Justice agree not to charge defendant with committing any other federal criminal offenses arising out of the investigation leading to the charges set forth herein, based on facts known by these offices at the time of defendant's entry of a plea of guilty pursuant to this agreement. The Environmental Crimes Section has consulted with the Eastern District of Louisiana and represents that the Eastern District of Louisiana has also agreed not to prosecute the defendant based upon facts now known for any offense within the Eastern District of Louisiana related to the events that resulted in the charges contained in the Information or referenced in the factual basis for this agreement.

6. Mandatory Restitution to Victim of Offense of Conviction

Pursuant to Title 18 United States Code, Section 3663A(a), defendant agrees to make full restitution. At this time the parties are unaware of any identifiable victims or restitution due.

7. Applicability of Sentencing Guidelines

Defendant understands and acknowledges that, at sentencing, the Court is required to consider the United States Sentencing Guidelines, together with the other sentencing goals set forth in Title 18, United States Code, Section 3553(a). The parties agree that Chapter 8 of the United States Sentencing Guidelines Manual governs the case with regard to any payment of restitution, community service, and probation. Regarding determinations of an appropriate fine, however, pursuant to Commentary for



U.S.S.G. § 8C2.1, the provisions of § 8C2.2 and § 8C2.9 do not apply to counts for which the applicable guideline offense level is determined under Chapter Two, Part Q (Offenses Involving the Environment). For such cases, § 8C2.10 (Determining the Fine for Other Counts) is applicable on an advisory basis. Section 8C2.10, in turn, directs the Court to apply the provisions of Title 18, United States Code, Sections 3553 and 3572 to determine the appropriate fine.

8. Joint Sentencing Recommendation

Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the United States and defendant agree to jointly recommend that the sentence to be imposed by the Court shall include the following components. The parties understand that such a recommendation is not binding on the Court and that, if not accepted by this Court, neither the United States nor the defendant will be allowed to withdraw from the plea agreement.

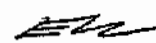
A. **Fine:** Defendant agrees to pay a fine of Two Million One Hundred and Fifty Thousand dollars (\$2,150,000.00). The United States shall make a recommendation to the Court that the fine shall be applied equally amongst all the Courts. The defendant agrees not to object to the United States' recommendation. The parties agree that the fine has been properly calculated pursuant to 18 U.S.C. § 3571(d) as representing twice the gain to defendant for savings over time of any loss of hire had the conduct set forth herein been earlier discovered. The fine is due on the date of sentencing or as may be ordered by the Court.

B. **Community Service Payment:** The Defendant also agrees to pay Six Hundred Thousand dollars (\$600,000.00) as a community service payment pursuant to 18 U.S.C. § 3553(a), to the National Marine Sanctuary Foundation ("the Foundation") for use in the Florida Keys National Marine Sanctuary ("FKNMS"), headquartered in Key

West, Florida, to support the protection and preservation of natural resources located in and adjacent to the FKNMS, including the following: the abatement, cleanup, and remediation of pollution in the FKNMS; restoration of injured resources, particularly coral reefs and seagrass beds and species dependent on those habitats; scientific research of the marine resources and habitats in and around the FKNMS; and education regarding protection of the marine environment from pollution. The Foundation is established to solicit donations for the National Marine Sanctuaries Program ("the Program") as authorized by 16 U.S.C. § 1442(b), and the Program is authorized to accept donations of funds pursuant to 16 U.S.C. § 1442(c) for the designation and administration of national marine sanctuaries. The Program is also authorized to accept grants from any federal agency or persons notwithstanding any provision of law which prohibits assistance otherwise. 16 U.S.C § 1442(f). The Program manages the FKNMS, located in and to the west of the Florida Keys. The United States recommends that the Court additionally order as part of probation in this case that the Defendant shall not characterize, publicize, or refer to the Community Service Payment as a voluntary donation or contribution, nor shall the Defendant seek any reduction in its tax obligations as a result of having made the Community Service Payment. The defendant agrees not to object to the United States' recommendation. The Community Service Payment is due within 30 days of sentencing.

C. **Mandatory Special Assessment:** Defendant shall pay a special assessment for each count of conviction for a total aggregate special assessment amount of \$1,200.00. The special assessment is due on the date of sentencing.

D. **Probation:** The parties jointly recommend that the defendant be placed on organizational probation for a period of three (3) years from the date of



sentencing pursuant to 18 U.S.C. § 3561(c)(1) and U.S.S.G. §§ 8D1.1 and 8D1.2. The parties recommend that the terms of probation be as follows:

(1) No Further Violations. Defendant agrees that it shall commit no further violations of MARPOL 73/78, federal, state or local law, including those laws and regulations for which primary enforcement has been delegated to the state authorities, and shall conduct all its operations in accordance with environmental laws of the United States.

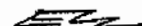
(2) Payments. Payment in full of the monetary amounts as set forth herein including all special assessments, fines and restitution (if any), and community service.

(3) Environmental Compliance Plan. Defendant agrees to fund and implement the environmental remedial measures set forth in the Environmental Compliance Plan ("ECP"), attached hereto as Attachment A, during its term of probation, consistent with sentencing policies set forth in U.S.S.G. § 8D1.4.

(4) No Retaliation. Defendant agrees that it will not take any adverse action against the officers and crew members who cooperated with the investigation because of their cooperation.

9. Application of the Agreement

This Agreement shall bind the defendant and its subsidiaries, including all subsidiaries that own, operate or technically manage vessels, including but not limited to CARBOFIN S.P.A., and all successors-in-interest, if applicable, and all successors and assigns. Defendant shall provide prompt notice to the Environmental Crimes Section, the United States Attorney's Office and the United States Coast Guard of any of the following: any corporate name changes; any purchase or sale of vessels; any purchase, sale or reorganization or divestiture; or any other change impacting upon or affecting this



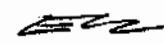
Plea Agreement or the ECP. No change in name, change in corporate or individual control, business reorganization, change in ownership, merger, change in legal status, sale or purchase of assets, or similar action shall alter the defendant's responsibilities under this Plea Agreement or the ECP, except a sale of the vessel(s) or assets to an arm's length third party. In such instance(s), the defendant's responsibilities under the ECP shall cease. Defendant understands and agrees that it shall not engage in any action to seek to avoid the obligations and conditions set forth in this Plea Agreement.

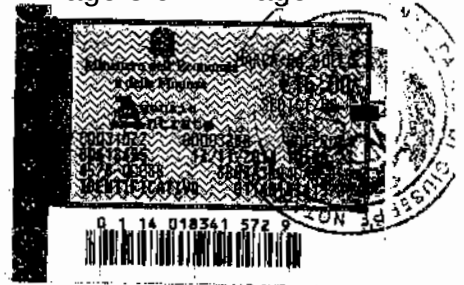
10. Cooperation

As part of this Plea Agreement, the defendant agrees that it will continue to comply with the terms of the Surety Agreement entered into on April 30, 2014, with the United States Coast Guard regarding all obligations remaining thereunder including repatriating any crewmembers remaining in the United States once the crewmembers' testimony and/or presence in the United States is no longer required by the government. The original surety bond posted pursuant to the Agreement on Security shall be immediately returned to defendant or its representative at the time payment of the fine due and community service is made at sentencing.

11. Corporate Defendant

The undersigned corporate officer or representative of the defendant hereby certifies that he is authorized by the defendant corporation to act on its behalf, to plead guilty to the charges alleged in the Information, and to enter into this Plea Agreement, and that a corporate resolution so empowering said officer or representative has been duly made and approved by said corporation. Defendant also agrees that the actions of its agents and/or employees as described in the Factual Basis were within the scope of their agency and/or employment and were intended, at least in part, to benefit Defendant, therefore defendant is vicariously liable for their actions.





B. Standard Terms and Conditions

12. Restitution, Special Assessment and Fine

The defendant understands that the Court, in addition to or in lieu of any other penalty, may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1) (limited to offenses committed on or after April 24, 1996); and the Court may order the defendant to make restitution to any victim of the offense(s), pursuant to 18 U.S.C. § 3663 (limited to offenses committed on or after November 1, 1987), including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. On each count to which a plea of guilty is entered, the Court shall impose a special assessment, to be payable to the Clerk's Office, United States District Court, and due on date of sentencing. The parties are not aware of any victims or restitution due.

13. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

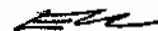
Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), if directed by the court, the defendant agrees to complete and submit, upon execution of this Plea Agreement, an affidavit reflecting the defendant's financial condition. The

defendant further agrees, and by the execution of this plea agreement, authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office or any victim named in an order of restitution, or any other source, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court.

This agreement does not limit the right of the Defendant to speak at the time of sentencing consistent with the provisions set forth in this Plea Agreement, and to provide the Court and the United States Probation Office with evidence of all relevant conduct. The parties agree that at sentencing each will support the agreed disposition set forth in this Agreement.

14. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the



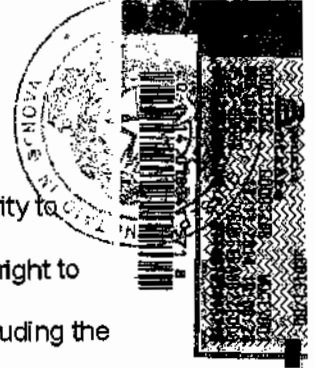
Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

15. Defendant's Waiver of Right to Appeal and Right to Collaterally Challenge the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence or to challenge it collaterally on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; (c) a claim of ineffective assistance of counsel; or (d) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

16. Middle District of Florida and Environmental Crimes Section Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and the Environmental Crimes Section of the Department of Justice and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested. The Environmental Crimes Section has consulted with the Eastern District of Louisiana and represents that the Eastern District of Louisiana has also agreed not to prosecute the defendant based upon facts now known for any offense within the Eastern District of Louisiana related to



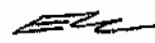
the events that resulted in the charges contained in the information or referenced in the factual basis for this agreement.

17. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

18. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel. The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under



oath, on the record, and in the presence of counsel, defendant's answers may later be used against defendant in a prosecution for perjury or false statement.

19. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant does hereby admit that the facts set forth below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt:

FACTS

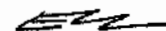
Defendant CARBOFIN is a Republic of Italy domiciled company with offices at Via Gabriele D'Annunzio 2/108-16121, Genova, Italy. CARBOFIN's business centers on the ownership and operation of commercial liquefied petroleum gas (LPG) vessels. The M/T Marigola was a 12,500 gross ton ship registered in Italy bearing International Maritime Organization (IMO) number 9173070. The crew onboard the M/T Marigola were the agents and/or employees of CARBOFIN. The engine-room crew consisted of a Chief Engineer, Second Assistant Engineer, Third Assistant Engineer, and other lower-ranking personnel including a fitter, wiper, and engineering cadet.

On vessels like the M/T Marigola, oily engine room waste known as sludge, waste oil, and machinery space bilge water are generated on a regular basis. Sludge is the by-product of the purification of the vessel's lubrication and fuel oils that are used in the electrical generation machinery and the main propulsion engine. Waste oil is the result of oil leakages from various machinery as well as from replacing lubrication oils in the machinery. Machinery space bilge water refers to the accumulation in the bilge, which is the bottom-most portion of the engine room, of oil and water that drips and leaks from machinery and mechanical systems. Sludge and waste oil can only be disposed of in two manners: (1) incineration in the vessel's onboard incinerator; or (2) disposal to a




• barge or other shore-based disposal facility. Machinery space bilge water can also be disposed of in only two manners: (1) process through the onboard Oil Water Separator and Oil Content Meter resulting in an overboard discharge of water with no more than 15 parts per million ("ppm") of oil, or (2) disposal to a barge or other shore-based disposal facility. Machinery space bilge water is transferred to, and stored in, the vessel's bilge water holding tank. All disposals and transfers of sludge, waste oil, or bilge water, whether through incineration, use of the Oil Water Separator, or transfer to a shore-based facility, must be recorded by the person or persons in charge of those operations in the vessel's Oil Record Book. The senior engineers on the M/T Marigola, were the person or persons in charge of these operations and required to accurately maintain the vessel's Oil Record Book.

On April 16, 2014, the M/T Marigola called upon the Port of Tampa in the Middle District of Florida to load anhydrous ammonia. U.S. Coast Guard inspectors boarded the vessel to conduct a Port State Control examination. During that examination, two crewmembers approached the inspectors and provided them with a cell phone video that showed a black hose connected between two points in the engine room. The inspectors thereafter found the hose that was depicted in the video. The hose appeared to contain a black oily substance and had steel flanges affixed at both ends. After reviewing the video and speaking with the crewmembers, the inspectors were able to determine that the hose could be connected between piping leading to the bilge tank and the boiler blow down overboard discharge valve. Under normal circumstances, the boiler blow down overboard discharge valve is used to dispose of hot water, steam, and alkalines that have accumulated in the vessel's boiler system. Oil is not normally, and is not authorized, to be discharged overboard through the boiler blow down valve. The inspectors ordered that the boiler blow down overboard discharge valve be removed. Once the valve was



removed, a black oily substance was observed. The inspectors took oil samples from the bilge tank piping, the black hose, and the boiler blow down discharge valve. Subsequent chemical testing of those samples revealed that they matched.

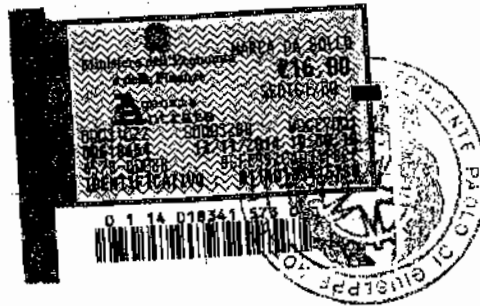
The black hose with the flanges was a makeshift system commonly known in the maritime industry as a "magic hose" to discharge sludge, waste oil, and machinery space bilge water directly into the sea, bypassing the vessel's pollution prevention equipment. According to junior engineering crewmembers on the M/T Marigola, the "magic hose" was used on several international voyages the vessel undertook in 2013 and 2014. The "magic hose" would be installed and used at the direction of a senior engineer. First, sludge, waste oil and machinery space bilge water would be transferred into the vessel's bilge water holding tank. Then the "magic hose" would be connected between the vessel's bilge pump piping and the boiler blow down overboard discharge valve. Once the "magic hose" was connected, the bilge pump would be used to discharge the contents of the bilge water holding tank directly overboard and into the sea. These discharges would be made during evening hours to avoid detection. During longer voyages, the "magic hose" would be used on several occasions while the vessel was in international waters. Some sludge and bilge waste was also properly landed ashore. Even though required to be, none of the "magic hose" discharges were recorded in the vessel's Oil Record Book, thereby giving the false and misleading impression in the Oil Record Book that all of the sludge, waste oil and machinery space bilge water on the M/T Marigola were being properly treated and disposed of. The M/T Marigola arrived in port in the Middle District of Florida, within the navigable waterways of the United States, with a knowingly falsified Oil Record Book on or about the following dates: (1) June 16, 2013; (2) September 24, 2013; and (3) April 16, 2014.



CARBOFIN also operated the M/T Marola and the M/T Solaro. The M/T Marola was a 25,299 gross ton ship also registered in Italy bearing IMO number 9257395. The M/T Solaro was a 25,299 gross ton ship registered in Italy bearing IMO number 9108099. During the investigation of the M/T Marigola, the government asserts that evidence emerged that a "magic hose" was also used on the M/T Marola between on or about December 2012 and April 2013 and on the M/T Solaro between on or about February to August 2013. Had this matter proceeded to trial, the government further asserts that it would have proven beyond a reasonable doubt that these "magic hoses" also appear to have been used to discharge oily waste from the vessels and bypass pollution prevention equipment. Even though required to be, none of these discharges were recorded in the vessel's Oil Record Book, thereby giving the false and misleading impression in the Oil Record Book that all of the sludge, waste oil and machinery space bilge water on the vessels were being properly treated and disposed of.

20. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.



[Handwritten signature]

[Handwritten signature]

21. Certification


The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 24TH day of NOVEMBER, 2014.

Mr Enrico FILIPPI
Managing Director



CARBOFIN S.P.A.
Defendant

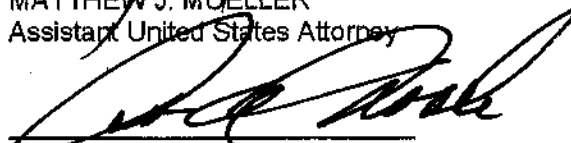


MICHAEL G. CHALOS
K&L Gates, LLP
Attorney for Defendant

A. LEE BENTLEY, III
United States Attorney



MATTHEW J. MUELLER
Assistant United States Attorney



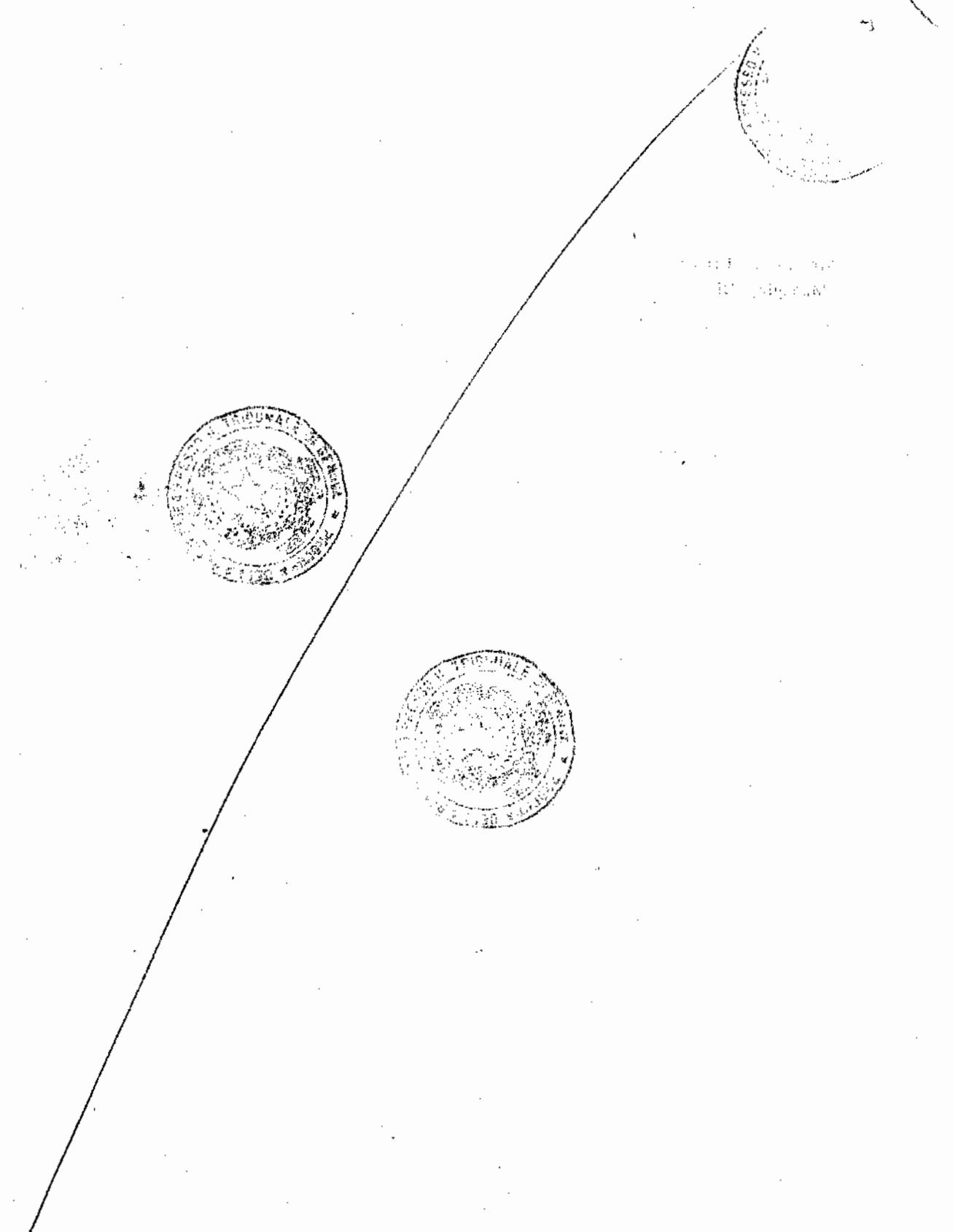
ROBERT A. MOSAKOWSKI
Assistant United States Attorney
Chief, Economic Crimes



KENNETH E. NELSON
Trial Attorney
Environmental Crimes Section

VISTO PER LA VERITA' DELLA FIRMA DELL'ING. ENRICO FILIPPI, NATO A MILANO
IL 6 MARZO 1957.
GENOVA, 24 NOVEMBRE 2014







PROCURA DELLA REPUBBLICA PRESSO IL TRIBUNALE DI GENOVA

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1 - Paese: ITALIA

Il presente atto pubblico

2 - é stato sottoscritto da: *Bonede Paolo*

3 - nella sua qualità di: *notario*

4 - porta il sigillo di: *Bonede Paolo di Giuseppe
notario in Genova*

ATTESTATO

5 - in Genova

6 - *25 NOV. 2014*

7 - dal Procuratore della Repubblica presso il

Tribunale di Genova

8 - col numero. *4710* /CIV/AP/2014

9 - Sigillo



10- Firma

H. SOST. PROCURATORE DELLA REPUBBLICA
Dott. Luca SORZA AZZARA



[omissis]



In faith and testimony whereof I certify the genuineness of signature of

Ing. Enrico Filippi, born in Milan on 6th of March 1957.

Genoa, 24th of November 2014

Paolo Torrente Public Notary *[signature]*

[stamp of the Notary]



**PROSECUTOR'S OFFICE
AT THE COURT OF GENOVA**

APOSTILLE

(Convention of the Hague of 5 October 1961)

1. State: Italy

This public document

2. has been signed by Torrente Paolo

3. acting in his capacity of notary

4. having seal/stamp of Torrente Paolo di Giuseppe notary in Genova



CERTIFICATION

5. at Genoa

6. the 25 Nov. 2014

7. By the Public Prosecutor at the Court of Genoa

8. with number 4710 / CIV/AP/2014

9. seal/stamp

10. Signature:

Stamp of Prosecutor office

Deputy Public Prosecutor

At the Court of Genoa

Mr. Luca SCORZA AZZARA'



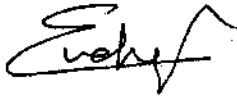
**TRIBUNALE DI GENOVA
VERBALE DI GIURAMENTO DI TRADUZIONE GIUDIZIALE**

Reg. Cronologico n° 4812.....

Addì **26.11.2014** nella Cancelleria del Tribunale di Genova davanti il sottoscritto Cancelliere è personalmente comparsa la Sig.ra **Emanuela Guerra**, nata ad Albenga (SV) il 2.9.1989 e residente ad Albenga (SV), via degli orti 37/21, la quale esibisce la traduzione che precede da lei effettuata e chiede di poterla asseverare con giuramento. Ammonito/a ai sensi di legge il/la comparente presta il giuramento ripetendo le parole: "Giuro di aver bene e fedelmente adempiuto le funzioni affidatemi al solo scopo di far conoscere la verità". Del che viene redatto il presente verbale.

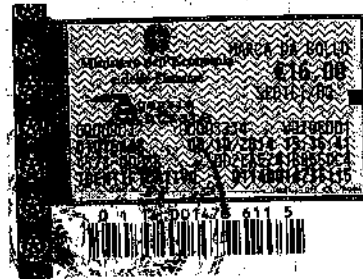
Letto confermato e sottoscritto.

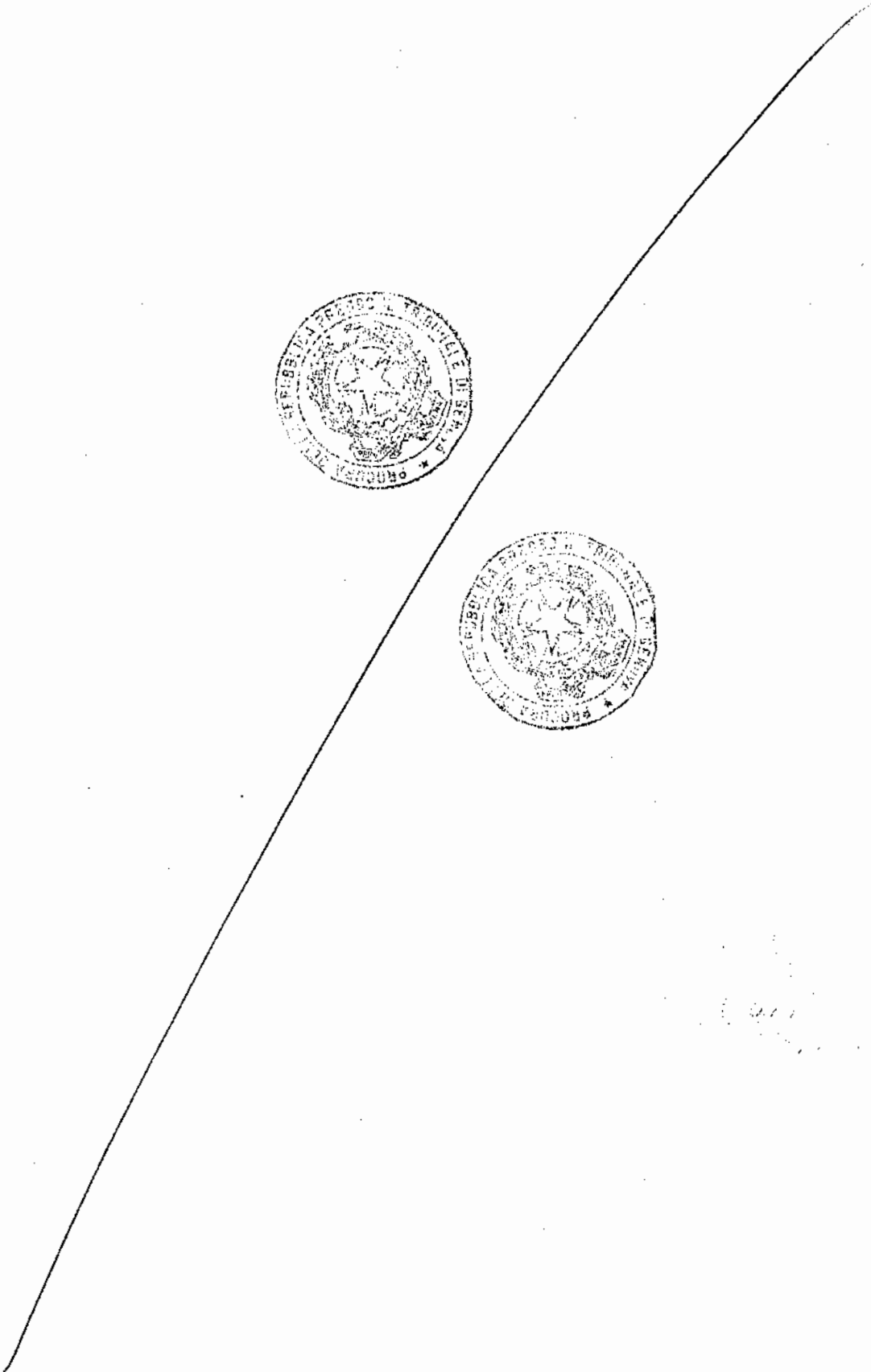
IL TRADUTTORE



IL CANCELLIERE

DIRETTORE AMMINISTRATIVO
Dott.ssa *Carmina Ciampio*







PROCURA DELLA REPUBBLICA PRESSO IL TRIBUNALE DI GENOVA

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(Convention de La Haye du 5 octobre 1961)

1 - Paese : ITALIA

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2 - è stato sottoscritto da: *Carolina Cingio*

3 - nella sua qualità di: *Giurista*

4 - porta il sigillo di: *Tribunale di Genova*

ATTESTATO

5 - in Genova

6 - 26 NOV, 2014

7 - dal Procuratore della Repubblica presso il
Tribunale di Genova

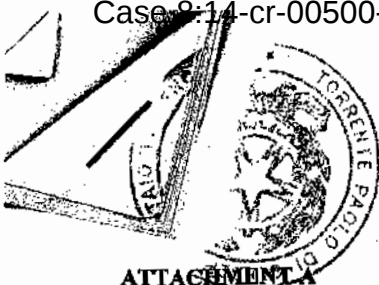
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PROCURATORE DELLA REPUBBLICA
DR. STEFANO PUPPO



ATTACHMENT A
Environmental Management System/Compliance Plan

PURSUANT TO PLEA AGREEMENT

United States v. Carbofin S.p.A.

The following standards and requirements for an ENVIRONMENTAL COMPLIANCE PROGRAM (ECP) have been prepared pursuant to the Plea Agreement between Carbofin S.p.A. (hereinafter "CARBOFIN") and the United States (hereinafter "Government") filed in the United States District Court for the Middle District of Florida. Compliance with all of the standards and requirements of the ECP is an essential term of the Plea Agreement.

The ECP includes various provisions to ensure that all vessels directly or indirectly owned, operated, technically managed, manned and/or controlled by CARBOFIN, which call or may call at ports or places in the United States, comply with all maritime environmental requirements established under applicable international, flag state and port state law, including, but not limited to the International Convention for the Safety of Life at Sea (SOLAS), the International Safety Management (ISM) Code, the International Convention for Prevention of Pollution from Ships (MARPOL) and all applicable Federal and state statutes and regulations including, but not limited to, the Ports and Waterways Safety Act (PWSA), the Act to Prevent Pollution from Ships (APPS), the Clean Water Act (CWA), and the Oil Pollution Act (OPA), and with the requirements of this agreement itself. The auditing requirements of this ECP apply all vessels that are owned, operated, technically managed, or manned by CARBOFIN. As more fully set forth below, this ECP and its requirements will also apply to vessels that CARBOFIN acquires or assumes management of during the period of probation.

The vessels currently owned, operated, technically managed, and/or manned by CARBOFIN as of the date of signing of this ECP are:

- M/T SOLARO - IMO # 9108099
- M/T PERTUSOLA - IMO # 9147394
- M/T MARIGOLA - IMO # 9173070
- M/T MAROLA - IMO # 9257395
- M/T LUIGI LAGRANGE - IMO # 9292759
- M/T ALESSANDRO VOLTA - IMO # 9292773

A. APPLICABILITY/PURPOSE

- (1) This ECP shall cover and apply to all of CARBOFIN operations, including all subsidiaries, affiliated business entities, and agents (owned wholly or partially by CARBOFIN), involved in the operation of seagoing vessels calling in United States ports which are operated or managed by CARBOFIN, on the date of sentencing or at any time during the period of probation. It shall also include all persons working for CARBOFIN, its subsidiaries, affiliated business entities, agents, and any other individuals or organizations who are involved in the operation, maintenance and repair of aforesaid seagoing vessels, operated, managed and/or manned by CARBOFIN, as direct employees or independent contractors on the date of sentencing or at any time during the period of probation.
- (2) The ECP is not intended to replace the ISM Code, or any other applicable international legal requirement or United States statute and regulation. The purpose of this ECP is to augment the requirements of existing law by increasing and improving inspections, reviews, and audits of CARBOFIN operated and/or managed vessels, shoreside facilities, and operations involving said vessels; increase training of all of CARBOFIN personnel involved with said vessels; develop

and implement management and engineering controls to better manage, detect and prevent environmental violations; and require periodic reports to the United States Probation Office for the Middle District of Florida, the United States Attorney's Office for the Middle District of Florida, the Environmental Crimes Section of the United States Department of Justice, the Environmental Protection Agency, and the United States Coast Guard (collectively hereinafter "the United States") to ensure that CARBOFIN is following the requirements of this ECP and that all of its vessels comply with all maritime environmental requirements established under applicable international, flag state, and port state law and all applicable Federal and state statutes and regulations, and that an effective environmental management system is in place to prevent recurrence of violations.

B. CORPORATE COMPLIANCE MANAGER

- (1) Within sixty (60) days of entry of the Plea Agreement, CARBOFIN shall designate a senior corporate officer as Corporate Compliance Manager (hereinafter "CCM") who shall report directly to the President and/or Managing Director of CARBOFIN. CARBOFIN shall provide the name of the CCM to the United States. The CCM could be the same individual as CARBOFIN's "designated person" under the ISM Code unless reasons are provided to the United States justifying why the "designated person" should not also be the CCM. The CCM shall be responsible for coordinating with the Independent ECP Consultant (hereinafter "IC"), as more fully described below, developing and implementing all of the procedures and systems required herein, establishing and implementing training programs for the officers and crew of CARBOFIN operated and/or managed vessels, ensuring that reviews, audits and surveys are carried out as required and ensuring that all documents are properly maintained and that reports are made on a timely basis to the IC and the United States. All reports required under this ECP shall be reviewed by the CCM and signed under the penalty of perjury.
- (2) CARBOFIN shall establish a procedure and reporting system that requires and enables all officers, crewmembers and employees, and shoreside personnel involved in the manning and/or operation of CARBOFIN's seagoing vessels, including all persons working for CARBOFIN, its subsidiaries, affiliated business entities (owned wholly or partially by CARBOFIN) and agents of CARBOFIN as either direct employees or independent contractors, to notify the CCM of all violations of any applicable environmental requirements or other requirements of this ECP and to cooperate fully with the IC and the United States in carrying out their reviewing, auditing and oversight functions required by applicable law and this ECP. CARBOFIN agrees to establish a procedure that makes failure to notify the CCM of any violations of any applicable environmental requirements and failure to cooperate fully with the IC and the United States in carrying out their auditing and oversight functions required by applicable law and this ECP, grounds for dismissal. CARBOFIN agrees not to retaliate against any officer, crewmember, employee, or shoreside personnel involved in the manning and/or operation of CARBOFIN seagoing vessels, including all persons working for CARBOFIN, its subsidiaries, affiliated business entities (owned wholly or partially by CARBOFIN) and agents of CARBOFIN as either direct employees or independent contractors or entity making any such report.
- (3) The CCM shall be authorized to access all records and personnel regarding all vessels subject to the ECP for the purpose of ensuring compliance with the ECP. The CCM shall be authorized to implement all requirements of the ECP on all vessels subject to the ECP. The CCM shall ensure that audits and surveys are carried out as required, that all documents are properly maintained and that reports are made on a timely basis to the U.S. Probation Office, IC, the designated representative of the Coast Guard, and CARBOFIN. The CCM position will be filled by an individual(s) with significant maritime vessel operational background, who possesses auditing experience and is thoroughly familiar with the requirements of this ECP, and is knowledgeable about domestic and international maritime environmental laws and regulations.

CCM Responsibilities:

- (a) Development and Maintenance of Effective Training Programs

-To the extent not already completed, the CCM will be responsible for developing training programs to educate and train CARBOFIN employees of their environmental commitment, the requirements of the ECP, the policies and procedures for complying with the ECP, and the possible consequences to CARBOFIN and to individuals for failure to comply with environmental laws.

-Provide environmental consultants and contractors of CARBOFIN with documents and training to make them aware of the ECP.

(b) Auditing and Compliance Assessment

-Ensure that the IC conducts the review and audits required by the ECP and that the required reports are prepared.

(c) Fleet Reviews

-Supervise annual overall reviews of the environmental compliance programs and "focused" reviews of key environmental areas to promote the adoption of "best practices".

(d) Reporting of Non-Compliance by Employees and Crew Members

-Establish a means by which employees may report (anonymously if the employee so desires) issues of non-compliance with this ECP and any other procedure, policy, or regulation associated with environmental protection.

C. MASTER AND CHIEF ENGINEER

(1) The Master of each of CARBOFIN vessel subject to this ECP, with the assistance of the CCM, shall ensure that prompt reports are made to the United States Coast Guard of any non-compliant condition of any of CARBOFIN vessel.

(2) The Chief Engineer on board all vessels subject to this ECP shall perform the following duties regarding this ECP:

-To daily measure, monitor and manage shipboard generated wastes;

-Report to the CCM and cooperate with CARBOFIN to resolve environmental concerns, such as inoperative or ineffective pollution prevention equipment and document all efforts to do so in a log that is available for review and audit at all times.

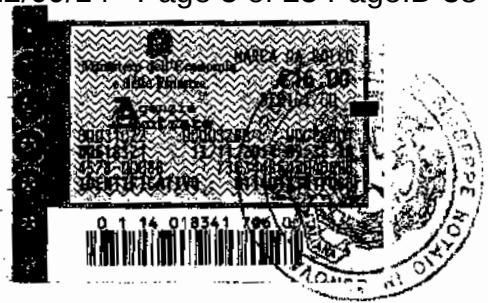
D. INDEPENDENT ECP CONSULTANT AND ENVIRONMENTAL AUDITS

(1) No later than thirty (30) days following the District Court's final imposition of sentence in United States v. CARBOFIN S.p.A., CARBOFIN shall nominate three candidates for the IC that meet the qualifications below to conduct an Initial Environmental Review, and a Report of Findings for all of CARBOFIN operations as defined below. The United States will notify CARBOFIN in writing of which IC is acceptable. If none of the proposed candidates are acceptable, CARBOFIN will supply an additional candidate. The United States' acceptance shall not be unreasonably withheld.

(2) Qualified candidates for the IC position must have expertise and competence in the regulatory programs under U.S. and international environmental laws, and have expertise and competence in waste stream evaluation, monitoring and control technologies, with a primary emphasis on engine room and machinery space operations, used by CARBOFIN to achieve and maintain compliance in respect to CARBOFIN seagoing vessels. The IC shall also have sufficient expertise and competence to assess whether CARBOFIN has an adequate Environmental Management System in place to assess regulatory and ECP compliance, to correct non-compliance, and to prevent future non-compliance. CARBOFIN and the United States acknowledge that the functions of the IC may, by mutual agreement, be fulfilled by one or more individuals.

(3) The IC must not directly own any stock in CARBOFIN, any of its subsidiaries, affiliated business entities (owned wholly or partially by CARBOFIN) or any agents of CARBOFIN, and must have no other direct financial stake in the outcome of duties conducted Pursuant to this Plea Agreement. The IC must be capable of exercising the same independent judgment and discipline that a certified public accounting firm would be expected to exercise in auditing a publicly held corporation. If CARBOFIN has any other contractual relationship with the IC, both CARBOFIN and the IC shall disclose to the United States such past or existing contractual relationships.

- (4) If the United States determines that the proposed IC does not reasonably meet the qualifications set forth in the previous paragraphs, or that past or existing relationships with the IC would affect the IC's ability to exercise the independent judgment and discipline required to conduct the ECP review and evaluation, such IC shall be disapproved and another IC shall be proposed by CARBOFIN within thirty (30) days of CARBOFIN's receipt of the United States' disapproval.
- (5) During the first year of probation, the IC shall conduct an Initial Environmental Review of CARBOFIN's operations (vessel and shoreside) and CARBOFIN's seagoing vessels that may call upon a U.S. port during the period of probation. During the three year term of probation, each of the six (6) vessels listed above shall be audited twice. Accordingly, during the first year of probation, four vessels will be audited; two while the vessels are in port and two while the vessels are underway and operating on voyages of short duration (3-4 days or less). CARBOFIN and the IC shall coordinate the underway inspections to accommodate, as much as practicable, the vessels' operations and schedule. The Initial Environmental Review shall be performed to ascertain and evaluate various aspects of CARBOFIN vessels: their systems, equipment and components; current practices whether documented or not; and the knowledge, skills, and abilities of ship and shoreside personnel as they relate to the requirements of this ECP, and other maritime environmental protection requirements. The IC shall also conduct a second round of audits for the vessels and not the office, under the same circumstances as in the initial review (i.e. four vessels will be audited, with two underway on voyages of short duration and two in port), during the second year of probation.
- (6) The Initial Environmental Review may be considered as a discovery action in that its purpose is to review all areas of the operations that may impact various elements of pollution prevention and environmental protection. It will exceed a typical SMS audit in scope and will be used to determine practices, procedures and equipment conditions not typically documented during a routine inspection by the classification society, port or flag state. The results of the Initial Environmental Review will be used to shape and revise the Environmental Management System established by this ECP.
- (7) The Initial Environmental Review shall meet the following specific requirements:
 - (a) It shall assess all waste streams developed from any system, equipment and components found in each machinery space on board CARBOFIN vessels. This will include observation and documentation describing the leakages apparent on each system that can contribute to bilge loading. The audit will determine the status and quantify leakages stemming from:
 - (i) all pump and valve seals and glands during operation,
 - (ii) all piping systems, flanges, gaskets, fittings and joints,
 - (iii) all equipment casings such as main and auxiliary engines, and reduction gears,
 - (iv) operation of engines, boilers, incinerators, and evaporators, and
 - (v) all other mechanical components found aboard CARBOFIN vessels.
 - (b) It shall assess the adequacy and performance of the Oily Water Separator (OWS) and Incinerator, Sewage System, and any other pollution prevention equipment to handle the quantities and types of wastes developed during normal operations. To assess the performance of the OWS, the auditor shall conduct an operational test using the normal tank or bilge well supply as would be used in normal operations. The supply tank or bilge well must not be diluted. It will include an evaluation of the capacities for all tanks or containers associated with the management of sludges, bilges and oily wastes or other Wastes. It will include an evaluation of documentation tracking, maintenance and repair, and modifications of all pollution prevention equipment, and notification of equipment failure to the CCM or other shoreside personnel.
 - (c) It shall assess each vessel's crew and their current workloads relating to all work performed on the vessel's systems, equipment and components, in an effort to ascertain that even the least significant leakages contributing to waste streams are remedied in a prompt and effective manner.
 - (d) It shall assess the adequacy of the policy, procedures, current practices and equipment, including storage capabilities used to manage shipboard solid wastes generated in all areas of the vessel and the effectiveness of garbage



management plans.

(e) It shall assess the adequacy of the policy, procedures, current practices and equipment associated with cargo management developed during all evolutions of cargo operations.

(f) It shall assess the ability of each vessel's crewmembers to create, devise or implement an unauthorized process to dispose of a shipboard waste including regular garbage, machinery space and cargo-generated wastes.

(g) It shall assess the adequacy of each vessel's responsible crewmembers to maintain the following records and shall include a complete comparative analysis (against each other where possible) of the following records:

- (i) Oil Record Book,
- (ii) Engine room Alarms,
- (iii) Tank sounding logs (if vessel not so equipped, then it must start maintaining such a log),
- (iv) Personal work records and lists,
- (v) Maintenance records,
- (vi) Vendor service records,
- (vii) Bilge waste and sludge receipts,
- (viii) Deck Log,
- (ix) Garbage Record Book,
- (x) Wastewater Discharge Log,
- (xi) Oil to Sea Equipment Interface Logs,
- (xii) Hazardous waste manifests,
- (xiii) Solid waste discharge receipts,
- (xiv) Content Monitor (OWS) calibration logs,
- (xv) Training records,
- (xvi) Vetting documents,
- (xvii) Inspection Documents, and
- (xviii) SMS or SQE Audit documents

(h) It shall assess the adequacy of the policy, procedures, and current practices used to store and dispose of:

- (i) Solvents,
- (ii) Degreasers,
- (iii) Cleaning wastes,
- (iv) Batteries,
- (v) Paints,
- (vi) Oily rags,
- (vii) Fluorescent and incandescent bulbs,
- (viii) Expired boiler and engine chemicals,
- (ix) Used boiler and engine chemicals,
- (x) Galley greases,
- (xi) Pyrotechnics,
- (xii) Medical supplies,
- (xiii) Contaminates fuels,
- (xiv) Used Oil and greases,
- (xv) Incinerator ash.
- (xvi) Transformer oils,
- (xvii) Contaminated refrigerants, and
- (xviii) Hazardous materials.

(i) It shall assess and evaluate documentation containing the certifications that each vessel's officers understand the requirements of this ECP and shall require signed statements by all vessel officers attesting that they understand false

entries in the Oil Record Book for machinery space operations is a violation of law.

(j) It shall assess the policy, procedures, and current practices associated with the Master and Chief Engineer's capability to communicate with shoreside personnel, including the CCM and designated persons, and shall review such communications.

(k) It shall assess the frequency and adequacy of, through interviews of crewmembers, shipboard pollution prevention and environmental protection meetings and training.

(l) It shall assess the policy, procedures, and current practices used on vessels and ashore to track crewmember environmental training, as well as the availability of and access to training resources.

(m) It shall assess the adequacy of existing methods for employees to report environmental concerns and evaluate the capability of a reporting individual to remain anonymous, and review processes of handling environmental complaints from crewmembers and shoreside personnel.

(n) It shall assess the policy, procedures, and current practices to ensure that vessel vendors, technicians, and other non-crewmembers follow CARBOFIN requirements regarding pollution prevention and environmental protection.

(o) It shall assess the policy, procedures, and current practices used to manage the existing seal tracking and valve locking program, including the storage of seals and preventing the use of duplicate seals.

(p) It shall assess the policy, procedures, current practices, and equipment used to maintain refrigeration units, including availability and status of refrigerant recovery units, procedures for recovering refrigerants, and maintenance of a leak log.

(q) It shall assess the policy, procedures, current practices, and equipment related to Oil Transfer Procedures, including slops discharges, conditions of hoses, connections and transfer equipment, and shall include reviews of Declarations of inspections.

(r) It shall assess the policy, procedures, current practices, and equipment used to handle emergency releases of hazardous fluids or pollutants on deck or within machinery spaces of vessels, including a review of the Shipboard Oil Pollution Emergency Plan and evaluation of personnel performing such duties.

(s) It shall assess the policy, procedures, and current practices associated with ballast water management and invasive species requirements.

(t) It shall include a survey of all fleet engineers at all levels for information on how to make the OWS, OCM, associated systems and waste management processes tamperproof and for methods on reducing or handling waste accumulations within machinery spaces. Participation shall be mandatory for all engineering personnel. The survey shall request the opinions of the vessels' engineers into their ability to adequately maintain the vessel systems, equipment and components. The survey will emphasize non-retaliation for open and honest opinions and reports of current noncompliant circumstances. The responses will be maintained in original format and made available to the IC. The original survey responses shall be included in the Report of Findings.

- (8) At the conclusion of the Initial Environmental Review, but in no event later than twelve (12) months following the appointment date of the IC, the IC shall prepare a Report of Findings. If the IC believes that additional time is needed to analyze available information, or to gather additional information, or to complete the Report of Findings, CARBOFIN may request that the Government grant the IC such additional time, as required, which request shall not

be unreasonably denied. If necessary, the Government may grant additional time in thirty (30) day increments for completion of the Report of Findings. The Report of Findings shall be provided to CARBOFIN and the United States. Based on the Report of Findings, CARBOFIN shall develop an Environmental Management System and Manual as described below. The IC shall conduct a second audit using the above criteria during the second year of probation in order to ascertain if CARBOFIN has continued to implement the EMS system and whether the vessels are in compliance with environmental requirements.

E. ENVIRONMENTAL MANAGEMENT SYSTEM

(1) The CCM shall be responsible for establishing an Environmental Management System (EMS). To the extent possible, the EMS shall be based upon the ISO 14001 / 2004 standards. The EMS shall include the following core requirements:

(2) Environmental Policy:

The EMS should be based upon a documented and clearly communicated policy. This policy should set out the CARBOFIN commitment towards a cleaner marine environment. It should include:

- (i) provision for compliance with environmental requirements;
- (ii) commitment to continuous improvement in environmental performance, including those areas required by this ECP;
- (iii) commitment to pollution prevention that emphasizes source reduction, to include funding and human resources necessary to effectively maintain and repair the systems, equipment and components found in machinery spaces of vessels;
- (iv) commitment to continuous reduction of environmental risks; and
- (v) commitment to sharing information with external stakeholders on environmental performance.

(3) Communication of Environmental Requirements:

The EMS must provide a means to identify, explain, and communicate all environmental requirements, and any additional best practices or industry norms which CARBOFIN may choose to adopt, to CARBOFIN employees, and other vendors, technicians or non-crewmembers engaged in the waste-stream management of CARBOFIN operated vessels. The EMS must also specify procedures for incorporating changes in operations or environmental requirements into the communication plan.

(4) Objectives and Targets:

(a) The EMS shall establish specific objectives and targets for:

- (i) achieving and maintaining compliance with all marine environmental protection requirements and the requirements of this ECP;
- (ii) environmental performance demonstrating continuous improvement in regulated and non-regulated areas;
- (iii) pollution prevention that emphasizes source reduction with respect to machinery space waste streams and effective management of cargo related wastes; and
- (iv) sharing information with external stakeholders on environmental performance against all EMS objectives and targets.

(b) The EMS shall establish appropriate time frames to meet these objectives and targets. These must be documented and updated as environmental requirements change or as modifications occur in activities and structures within organizations in a manner that affects environmental performance or as a result of recommendations made by the IC or other Auditor.

(5) Structure, Responsibility and Resources:

CARBOFIN will ensure that it is equipped with sufficient personnel and other resources to meet its objectives and targets. The EMS will describe in detail the procedures and steps for achieving those objectives and targets. The EMS will define

the compliance roles and responsibilities of all vessel and shoreside personnel involved with the operation maintenance and repair of CARBOFIN[®] vessels, and will indicate how they and other corporate personnel will be held accountable for achieving and maintaining compliance with this EMS, and other requirements of that EMS, and other marine environmental protection requirements. The EMS will also establish procedures for receiving and addressing concerns raised by CARBOFIN employees and others regarding environmental performance and compliance.

(6) Operational Control:

The EMS will identify and provide for the planning and management of all of CARBOFIN operations and activities with a view to achieving the ECP objectives and targets. For example, vessel deck department and engine room machinery space maintenance and repair will be an important aspect in achieving and maintaining compliance and enhancing environmental performance.

(7) Corrective and Preventive Action and Emergency Procedures:

- (a) CARBOFIN, through its EMS, will establish and maintain documented procedures for preventing, detecting, investigating, promptly initiating corrective action, and reporting (both internally and externally) any occurrence that may affect the organizations ability to achieve the ECP objectives and targets.
- (b) Such measures must address incidents that may have an effect on compliance with environmental requirements as well as on environmental performance in regulated and non-regulated areas, including requirements of this ECP, or other marine environmental protection requirements. Examples of such situations include incinerator or oily water separator malfunctions, overflows of fuel or slop tanks, overflow of tanks within machinery spaces, fuel oil, lube oil, saltwater line failures, operator errors and other accidental releases.
- (c) The EMS must also establish documented procedures for mitigating any adverse impacts on the environment that may be associated with accidents or emergency situations. If the environmental violation or incident resulted from a weakness in the system, the EMS should be updated and refined to minimize the likelihood of such problems recurring in the future. The EMS should also, to the extent possible, provide for the testing and evaluation of emergency procedures.

(8) Training, Awareness and Competence:

The EMS must establish procedures to ensure that all personnel (including vendors, technicians, and other non-crewmembers) whose job responsibilities affect the ability to achieve the ECP objectives and targets, have been trained and are capable of carrying out these responsibilities. In particular, the training should highlight means to enhance the ability of such personnel to ensure compliance with environmental requirements and voluntary undertakings, the requirements of the ECP, and other marine environmental protection requirements.

(9) Organizational Decision-making and Planning:

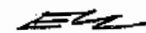
The EMS must describe how these elements will be integrated into the CARBOFIN overall decision-making and planning, in particular, decisions on capital improvements, training programs, and vessel operations, maintenance, and repair activities.

(10) Document Control:

The EMS must establish procedures to ensure maintenance of appropriate documentation relating to its objectives and targets and should also ensure that those records will be adequate for subsequent evaluation and improvement of the operation of the EMS. Additionally, all records will be maintained and made available to the IC, auditors and port and flag state personnel.

(11) Continuous Evaluation and Improvement:

- (a) The EMS must include methods to perform periodic, documented and objective internal auditing of the organization's performance in achieving these objectives and targets, and on how well the ECP assists the organization in achieving those objectives and targets. This requirement is independent from the auditing requirements detailed elsewhere in





this plan. The goal of these internal audits and reviews will be to allow management to continuously monitor and assess vessel systems, equipment and components, and the ability and proficiency at which vessel crew members and personnel ashore comply to the policies and procedures established by this ECP.

- (b) The EMS will identify an ongoing process for assessing when a vessel is to be taken out of service for an environmental discharge related repair, such as when a discharge is caused by leaking stern tubes, thrusters or other equipment.
- (c) The EMS will include organization charts, as appropriate, that identify shoreside and vessel individuals having environmental performance, risk reduction, and regulatory compliance responsibilities. The charts shall also specify responsibilities of Port Captains, Port Engineers, and Engineering Superintendents to report information related to environmental releases or inadequate performance of environmental pollution protection equipment, casualties causing internal spills, excessive waste development and leaking equipment with oil-to-sea interfaces.
- (d) The EMS will promote non-retaliatory practices and ensure that employees are not punished or otherwise suffer negative consequences for reporting violations of environmental laws, regulations, or policies.
- (e) The EMS will describe potential consequences for departure from specified operating policies and procedures, including possible termination of employment, as well as criminal/civil/administrative penalties as a result of noncompliance.
- (f) The EMS will make employee compliance with environmental policies of the ECP, and other marine environmental protection requirements a positive factor, and failure to comply a negative factor, in all evaluations undertaken for the performance of all its employees.
- (g) The EMS will include policies against any incentive or bonus programs based on minimizing operational costs associated with the operation, maintenance and repair of machinery space systems, equipment and components to ensure that employees do not avoid such costs and thereby sacrifice environmental compliance.
- (h) The EMS will describe a confidential non-compliance reporting system that is adopted to ensure that employees may quickly and confidentially report discharges, spills, environmental incidents and other environmental performance data.
- (i) The EMS will identify all operations and activities where documented standard operating practices (SOPs) are needed to prevent potential violations or unplanned waste stream releases, with a primary emphasis on vessel engine room operations, systems, equipment and components and cargo residue management.
- (j) The EMS will identify the types of records developed and maintained in support of the ECP such as reports, audit working papers, correspondence, communications, reports from the confidential system for non-compliance reporting, and identify personnel responsible for their maintenance, and procedures for responding to inquiries and requests for release of information. The EMS shall provide a system for conducting and documenting routine, objective self-inspections by CARBOFIN internal auditors, supervisors, and trained staff to check for malfunctions, deterioration, and inadequate maintenance of pollution prevention equipment, worker adherence to SOPs, unusual situations, and unauthorized releases.

F. COURT APPOINTED MONITOR

As part of the ECP, CARBOFIN agrees to pay for a Court Appointed Monitor (hereinafter "Monitor") that will report to the Court and the United States during the entire period of probation. The Monitor can, at CARBOFIN's option, serve concurrently in the additional capacity of Third Party Auditor (hereinafter "TPA") under the terms of this Agreement. Within thirty (30) days of the entry of the imposition of sentence CARBOFIN will submit a list of three qualified candidates for the Monitor from which the United States will select one of the candidates. In the event that the United

States does not find one of the candidates satisfactory, or if the United States does not find the work of the Monitor satisfactory, at any time they may request CARBOFIN to supply additional candidates. Further, if an agreement cannot be reached regarding the selection, the decision shall be left up to the Court. The Monitor must have staff with the following experience:

(a) Expertise and competence in the regulatory programs under United States and international marine safety and environmental laws; expertise and competence to assess whether CARBOFIN has adequate management systems in place to ensure regulatory compliance, correct non-compliance, and prevent future non-compliance; and demonstrated capability to evaluate CARBOFIN's required effort and commitment in satisfying the requirements of this ECP and the EMS. CARBOFIN shall ensure that the Monitor is provided all reports and notifications as established in this plan.

(b) The Monitor shall be assigned the following tasks and responsibilities and provide written submissions to the Court as set forth below:

-Review the relationship between CARBOFIN and the IC and TPA and evaluate the adequacy of measures taken to ensure that the IC and TPA act with independence.

-Conduct a review and submit an annual report to the U.S. Probation Office, CARBOFIN, designated representative of the Coast Guard, and the Environmental Crimes Section, United States Department of Justice regarding each of the audits conducted by the IC and TPA pursuant to the Plea Agreement and the ECP. The Monitor's reports shall provide a summary of the findings regarding the adequacy of any audits required by this ECP and adequacy of recommendations for change, as found necessary.

-The annual report shall also include and address any other information that the Monitor is aware of which pertains to CARBOFIN capabilities to meet the objectives of this ECP or any other marine environmental protection requirements.

-All known inadequacies of the IC, the TPA or with respect to CARBOFIN performance whether personnel based or related to any of its vessels, systems, equipment, or components shall be reported in the annual report.

-If the Monitor receives information regarding a direct violation of any existing marine environmental protection requirement or requirement of this ECP, the Monitor must immediately report the occurrence to the U.S. Probation Office and to the United States. At any time during the probationary period the Monitor may inspect or investigate any aspect of the IC or TPA activities as they relate to the requirements of this plan or with respect to CARBOFIN operations, and shall be provided full access to all records, audit personnel, vessels and shore side facilities as is necessary to perform its duties.

-Provide any additional reports, in both electronic and hard copy form, to the U.S. Probation Office, CARBOFIN, designated representative of the Coast Guard and the Environmental Crimes Section, United States Department of Justice, as requested by the Court or as appropriate and to include inadequacies in the audit process, violations of the terms and conditions of the ECP and EMS and any other findings of significant problems or deficiencies.

G. ENVIRONMENTAL MANAGEMENT SYSTEM MANUAL

- (1) Within six (6) months of receiving the Report of Findings on the Initial Environmental Review from the IC, CARBOFIN shall prepare an EMS Manual, which shall describe and document the EMS and contain any additional EMS implementation schedules as needed to ensure complete compliance in all operations and procedures. If CARBOFIN believes that additional time is needed to analyze available information or to gather additional information to prepare the EMS Manual, CARBOFIN may request that the Government grant it such additional time as needed to prepare and submit the EMS Manual, which request shall not be unreasonably denied. If necessary, the United States may grant additional time in thirty (30) day increments for completion of the EMS Manual.
- (2) CARBOFIN shall submit a proposed final EMS Manual to the CCM, the IC and the United States immediately upon its completion. The IC and the United States shall provide comments on the proposed EMS Manual within ninety (90) days of receipt unless additional time for review is requested in writing. CARBOFIN shall submit a supplement to the

EMS or a written response, as appropriate, within sixty (60) days of receipt of the comments. The EMS is subject to final approval from the United States, which approval shall not be unreasonably withheld.

- (3) All elements of the EMS Manual shall be fully implemented no later than nine (9) months following final approval by the United States. Upon receipt of final approval, CARBOFIN shall immediately commence implementation of the EMS in accordance with the schedule contained in the EMS Manual. CARBOFIN shall submit reports to the designated representative of the Coast Guard, and the Environmental Crimes Section, United States Department of Justice beginning no later than one hundred twenty (120) days following the publication of the Report of Findings by the IC, regarding the status of the development and implementation of the EMS and the results of the Review and evaluation of CARBOFIN operations or audits conducted pursuant to the EMS. These reports shall be made on an annual basis.

H. FINAL EMS/ECP COMPLIANCE AUDIT

- (1) Beginning no later than twelve (12) months prior to the end of probation, CARBOFIN shall arrange for, fund and complete a Final EMS/ECP Compliance Audit of four CARBOFIN vessels subject to this ECP while two of the vessels are in port and two are underway and operating on voyages of short duration (3-4 days or less). In total, twelve audits will be conducted of the entire fleet during the three year period of probation. The final audits are to be conducted by the TPA, to verify compliance with applicable environmental laws and regulations and the requirements of this EMS and ECP. CARBOFIN and the TPA shall coordinate the underway examinations to accommodate, as much as practicable, the vessel's operations and schedule. These underway examinations will be conducted, to the extent practical, on voyages of short duration (i.e. four (4) days or less). The TPA will have full access to CARBOFIN facilities, records, employees and officers at all times. During this final audit phase CARBOFIN shall immediately advise the TPA of any issue that comes to its attention that adversely impacts CARBOFIN compliance with all applicable laws and regulations and the EMS/ECP.
- (2) The TPA will be certified by the American National Standards Institute -Registration Accreditation Board or will have compatible credentials and experience in performing EMS/ECP audits. Selection of the TPA is subject to the same conditions identified in Section C above regarding selection of the IC. Selection of the TPA will be approved by the United States. The United States will notify CARBOFIN in writing of its approval or disapproval as expeditiously as possible.
- (3) The Final EMS/ECP Compliance Audits shall be conducted, as much as is practicable under the circumstances, in accordance with the principles set forth in ISO 9000 and ISO 14011, using ISO 14012 as supplemental guidance. The TPA shall assess conformance with the elements covered in the Initial Environmental Review, with all additional requirements presented in the EMS and with the additional requirements of this plan. Designated United States representatives may participate in the audits as observers at Government expense. CARBOFIN shall make timely notification to the United States regarding audit scheduling in order to make arrangements for observers to be present.
- (4) The TPA shall deliver each vessel's and facility's audit report to the appropriate company official upon completion. In addition, the TPA will deliver an Audit Report to the U.S. Probation Office, designated representative of the Coast Guard, and Environmental Crimes Section, United States Department of Justice within thirty (30) days after the completion of each audit. If the TPA believes that additional time is needed to analyze available information or to gather additional information, CARBOFIN may request that the Government grant the TPA such additional time as needed to prepare and submit the Audit Report. If necessary, the Government may grant additional time in thirty (30) day increments for completion of the Audit Report.
- (5) The Final EMS/ECP Compliance Audit Reports shall present the Audit Findings and shall, at a minimum, contain the following information:
 - (a) Audit scope, including the time period covered by the audit;
 - (b) The date(s) the on-site portion of the audit was conducted;
 - (c) Identification of the audit team members;
 - (d) Identification of the company representatives and regulatory personnel

observing the audit;

- (e) The distribution list for the Final EMS/ECP Compliance Audit Report;
 - (f) A summary of the audit process, including any obstacles encountered;
 - (g) Detailed Audit Findings, including the basis for each finding and the Area of Concern identified;
 - (h) Identification of any Audit Findings corrected or Areas of Concern addressed during the audit, and a description of the corrective measures and when they were implemented;
 - (i) Certification by the TPA that the Final EMS/ECP Compliance Audit was conducted in accordance with this document and general audit principles.
- (6) Within sixty (60) days from completion of the Final EMS/ECP Compliance Audit of a particular facility or vessel, CARBOFIN shall develop and submit to the United States, for review and comment, an Action Plan for expeditiously bringing CARBOFIN into full conformance with all applicable laws and regulations and the EMS/ECP Manual. The Action Plan shall include the result of any root cause analysis, specific deliverables, responsibility assignments, and an implementation schedule. CARBOFIN may request that the United States permit a brief extension of the time limit stated above on a case by case basis. Such permission shall not be unreasonably withheld.
- (7) The Action Plan shall be reviewed by the United States which shall provide written comments within thirty (30) days of receipt. After making any necessary modifications to the Action Plan based on the comments, CARBOFIN shall implement the Action Plan in accordance with the schedules set forth therein. Within thirty (30) days after all items in the Action Plan have been completed, CARBOFIN shall submit a written Action Plan Completion Certification to the United States.

I. NON-COMPLIANCE

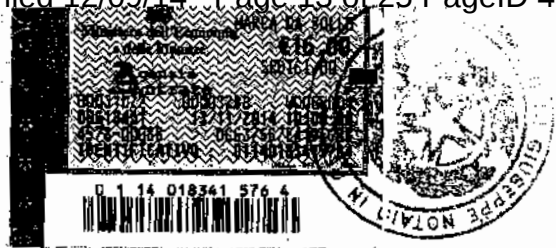
- (1) This EMS/ECP does not in any way release CARBOFIN from complying with any applicable international conventions and treaties, State or Federal statutes and/or regulations, the ISM Code, or other international maritime conventions or treaties and does not limit imposition of any sanctions, penalties, or any other actions, available under those international conventions and treaties, State or Federal statutes and regulations, the ISM Code, or other international maritime safety conventions or treaties.
- (2) The EMS/ECP shall be part of the Plea Agreement and adherence to it will be a condition of probation. Failure to comply with any part of this EMS/ECP (including but not limited to refusal to pay valid and reasonable charges for the IC or TPA and failure to provide the IC or TPA access to vessels, facilities, personnel or documents) may be a violation of the Plea Agreement and may be grounds for the revocation or modification of CARBOFIN's probation. Should the United States or the U.S. Probation Office seek to revoke or modify CARBOFIN's probation based on CARBOFIN's refusal to pay valid and reasonable charges for the IC or TPA and/or its failure to provide the IC or TPA access to vessels, facilities, personnel, or documents, and/or as the result of any disagreement regarding any of the provisions of this EMS/ECP, CARBOFIN shall have the right to contest the reasonableness of such revocation before the appropriate U.S. District Court.

J. CCM/VESSEL MASTER RESPONSIBILITIES

- (1) The Master of any of CARBOFIN vessel covered under this ECP, with the assistance of the CCM, shall ensure that timely reports are made to the United States of any non-compliant condition of any of CARBOFIN vessel. CARBOFIN shall establish that enforcement of and employee compliance with the EMS/ECP, ISM Code, MARPOL, and all applicable State and Federal safety and environmental statutes and regulations is an important positive factor and that failure to comply with such policies, regulations, and laws will be a negative factor in all appropriate personnel evaluations.

K. BOARD OF DIRECTORS

CARBOFIN shall ensure that at least yearly its Board of Directors or equivalent governing structure receive and review reports from the CCM and any applicable report from the IC concerning the implementation of this EMS/ECP, including environmental compliance, EMS implementation, and manager, officer, and crew training. Copies of those portions of the



meeting agendas and internal company reports concerning these items shall be included in the reports to the United States.

L. TRAINING REQUIREMENTS

- (1) The CCM will be responsible for developing training programs to educate and train CARBOFIN vessel and shoreside employees associated with the operation and management of its vessels. The CCM may name a Corporate Training Officer to ensure that the requirements of this section are met.
- (2) Training shall occur annually for all employees and be performed by qualified instructors at a training facility, or at CARBOFIN's offices, before an employee assumes his or her duties. The training shall consist of pertinent sections of this ECP, the EMS, and existing marine environmental protection requirements. The training shall include shipboard-related technical and practical information associated with pollution prevention and the operation, maintenance and repair of pollution prevention equipment and systems, and be appropriate for the work responsibilities and department in which an employee works. The training must include discussion of the consequences to CARBOFIN and its employees for failure to comply with the requirements of this ECP, EMS, and existing marine environmental protection requirements.
- (3) Where possible, a basic initial training program shall be provided to vessel employees currently onboard vessels in an effort to promptly mitigate pollution risk and ensure environmental protection. However, such employees must receive the shore side training prior to returning to a vessel on a new contract.
- (4) Additionally, the training shall include instruction regarding:
 - (a) Corporate environmental compliance structure, including the CCM and contact information.
 - (b) Comprehensive overview of this ECP, the EMS, and other marine environmental protection requirements.
 - (c) The reporting system used to report non-compliance.
 - (d) Sanctions and consequences for violations such as remedial training, suspension, termination, and civil and criminal liability.
 - (e) Pollution prevention and minimization programs specifically relating to steward, deck, and engine department procedures and operations.
 - (f) All requirements set forth in the Engineering section of this ECP.
 - (g) Position specific training in the operation, maintenance and repair of oily water separators, incinerators, oil content discharge monitoring equipment, and other pollution prevention equipment.
 - (h) Procedures for solid and hazardous waste segregation and storage, disposal, and reporting of releases.
 - (i) All other shipboard environmental protection related procedures examined and described in the required initial review.
- (5) All new crewmembers hired to work on CARBOFIN vessels shall receive training within seven (7) days of beginning to work on board the vessel. CARBOFIN shall maintain documentation onboard each of its operated and/or managed vessels verifying that all officers and crewmembers working on the vessel have received the required training. Such documentation shall be made available to the IC and the United States upon request.
- (6) The Chief Engineer onboard each of CARBOFIN operated and/or managed vessels subject to this ECP shall prepare independent written verification that all engineroom crew members have received the training required by this EMS/ECP. All engineroom crewmembers shall sign and date a statement acknowledging completion of the training. This written verification, together with the signed acknowledgment, shall be completed semi-annually and maintained in the engine control room of each vessel.

M. ENGINEERING REQUIREMENTS

(1) Unless otherwise stated, all of the requirements set forth below, if not in contravention of any Classification Society, Treaty or other Flag State requirement, shall be implemented on the vessels covered under this ECP as soon as practicable, as determined by the CCM and not later than one year from the date of the signing of the plea agreement.

(2) Bilge Main Cross -Connections:

- (a) CARBOFIN shall immediately notify all of its vessels regarding the prohibition against non-emergency use of cross connections from engine room bilge mains to the suction piping of larger pumps which may be referred to as the "fire and general service pump" or "fire, bilge and ballast" pump. The message shall state that the usage of these crossovers is similar to bypassing the OWS equipment and strictly prohibited.
- (b) The deck plates above or near the locations of these cross connections and the valves' bodies and associated hand wheels shall be painted international orange. A brightly colored sign with three inch letters shall be permanently fixed nearby reading, "Bilge System Piping Crossover-Emergency Use Only."
- (c) To prevent unauthorized usage, Chief Engineers shall place numbered seals on these valves.
- (d) The seal numbers shall be tracked in a seal number logbook and explanations shall be given any time a crossover to the bilge main is opened. Seals shall be used in other areas of the machinery space. The Master of the vessel shall retain the replacement seals in the vessel's safe. The Master will keep an additional log documenting when seals are replaced and their respective numbers. The CCM will be responsible for ensuring fleet wide that no duplication of seal numbers occur and will have a master tracking document indicating which series were supplied to each vessel.
- (e) If the valves are remotely operated from the engine control room, the control must also be disabled and notice made near the associated push buttons or switches. They shall also be sealed.
- (f) All other bilge suction valves not connected to the bilge main, including independent emergency suction to the vessel's engine room bilges like those that may be connected to sea water circulating pumps, will be painted brightly and labeled similarly "Emergency Bilge Suction -Emergency Use Only," Their valve wheels will also have a numbered and logged seal capable of breakaway during emergency. Seal numbers shall be kept in the Chief Engineer's official seal log book and explanations given for breakage or replacement.

(3) Blank Flanges:

- (a) To prevent unauthorized connections within the engineroom and machinery spaces of CARBOFIN vessels, every blank flange associated with any piping leading overboard, on systems such as salt water service, main engine raw water cooling or other systems, shall be permanently secured, removed or fitted with numbered seals through the flange bolts to prevent unauthorized connections and discharges. The seals used shall be numbered and records kept in the previously mentioned log.
- (b) The blank flange securing the bilge and sludge transfer system and the shore connection discharge valve at the discharge stations shall also require a numbered seal that will be maintained. Seal numbers shall be kept in the Chief Engineer's official seal log book.

(4) Tank Sounding Log:

The CCM shall ensure the immediate usage of Tank Sounding Log Books on all vessels. Engine room crewmembers shall be required to sound all waste, sludge, and bilge tanks associated with bilge water, oil wastes, or sludge during each watch for vessels having a manned engine room or twice daily for those having an unmanned engine room. The Tank Sounding Log shall be initialed by the crewmember that obtained the reading. The Tank Soundings Log shall be maintained in the

engine control room and made available during all inspections and audits required by this agreement.

(5) Oil-to-Sea Interfaces:

- (a) CARBOFIN agrees to immediately develop for each vessel a log book relating to equipment having oil-to-sea interfaces. Such systems may be oil lubricated stem lube, bow or stern thrusters, stabilizers, hydraulically operated controllable pitch propellers, and similar equipment whereby the leakage of a sealing component may cause a loss of operating medium into the surrounding waters of the vessel. Any replenishment of oil into the head tanks, operating systems reservoirs or other receivers associated with this equipment shall be logged regardless of quantity. Ingress of water into these systems must also be logged.
- (b) When known, an explanation of the loss shall be provided, along with dates and time and signature. Routine stem tube lube oil loss must be logged and reported to the CCM immediately on each occasion. CARBOFIN agrees to remove from employment any Chief Engineer who fails to report these conditions.

(6) Record Keeping:

All Soundings and Logs required by this section shall be maintained onboard the vessel for a period of three years from the date of the final entry.

N. DOCUMENTATION AVAILABLE FOR INSPECTION

The CCM shall ensure that all documentation required by this EMS/ECP is maintained and available for inspection by the IC, TPA, and the United States. The Master of each CARBOFIN vessel under this ECP, shall maintain on board the vessel, all records required by International conventions and treaties including SOLAS, the ISM Code, and MARPOL and applicable State and Federal statutes and regulations and any additional documents required under this EMS/ECP, such as crew training records, and will make these records available to the IC, TPA, and the United States Coast Guard upon request. A summary of this information and any explanation, where appropriate, shall be included in the reports to be submitted to the United States by the IC and TPA.

O. CHANGES IN OWNERSHIP/MANAGEMENT

The parties recognize that during the term of probation, the number and identity of vessels operated, managed, manned and/or controlled by CARBOFIN may increase or decrease. Any vessel, the operation, management, manning or control of which is assumed by CARBOFIN shall be subject to the terms and conditions of this EMS/ECP. Any vessel removed from the operation, management, manning or control by CARBOFIN, shall be excluded from the scope of the EMS/ECP. CARBOFIN agrees that it will immediately (but in no event later than 21 days following a change) notify the United States of any change in name, flag of registry, recognized organization, ownership or class society of any such of CARBOFIN vessels, to include the operation, management, manning or control of which is assumed by CARBOFIN. CARBOFIN agrees that this EMS/ECP shall remain in effect for all of the aforesaid vessels regardless of changes in the vessels' flag of registry, recognized organizations, name, or class society, so long as the vessels are managed, operated or manned by CARBOFIN. CARBOFIN shall notify the United States before any vessel is released from the requirements of the EMS/ECP due to a change in ownership, management, manning or control, or if such vessels cease calling on ports or places in the United States. Any vessel that CARBOFIN assumes operational, manning, or technical control of during the course of probation shall insure that such vessel is audited in accordance with this ECP, and no later than 75 days after assuming control of the vessel, provided the vessel's schedule permits, otherwise within a reasonable time thereafter.

P. SELF-ENFORCEMENT

CARBOFIN further agrees that it will undertake and implement the necessary procedures to ensure that this EMS/ECP is diligently complied with by the officers and crew of each of CARBOFIN operated and/or managed vessels, as well as by all shore side employees, managers and other employees of CARBOFIN subsidiaries, affiliated business entities (owned wholly or partially by CARBOFIN) and agents of CARBOFIN engaged wholly or partially in the manning, and/or

operation of aforesaid seagoing vessels or contracted to do the same, on the date of sentencing or at any time during the period of probation.

Q. REVISIONS/MODIFICATIONS

The requirements of this EMS/ECP, including the dates and time periods mentioned herein, shall be strictly complied with. Should CARBOFIN be unable to comply with any of the deadlines, CARBOFIN shall immediately notify the United States in writing of the reason(s) for non-compliance, and propose a revised timetable. The United States shall then determine as to whether the revised timetable should be accepted.

R. REPORTS

All reports, documents and correspondence required under this EMS/ECP to be sent to the United States shall be sent to the following offices:

- (a) U.S. Attorney's Office
Middle District of Florida
Attn: Matthew Mueller
400 N. Tampa Street, Suite 3200
Tampa, Florida 33602
- (b) U.S. Department of Justice
Environmental Crimes Section
Attn: Ken Nelson
60 I "D" Street, NW, Suite 2120
Washington, D.C. 20004
- (c) U.S. Coast Guard Commandant (CG-543)
Office of Vessel Activities
Attn: Designated Representative of the Coast Guard
2100 Second Street, SW
Washington, D.C. 20593-0001
- (d) U.S. Probation Department
Middle District of Florida



Defendant has read this ECP carefully and understands it thoroughly. Defendant enters into this ECP knowingly and voluntarily, and therefore agrees to abide by its terms. By its signatures below, the corporate representative agrees that he/she is duly authorized by the corporation's Board of Directors or equivalent governing structure pursuant to the same notarized legal document filed in United States v. CARBOFIN S.p.A., certifying that Defendant company is authorized to enter into and comply with all of the provisions of this Plea Agreement.

DATED: 11/24/2014 CARBOFIN S.p.A
By: Mr Enrico FILIPPI
Managing Director
[Signature]

As counsel for Defendant, we represent that we have discussed with our corporate client and its duly authorized representative(s) the terms of this EMS/ECP and have fully explained its requirements. We have no reason to doubt that our client is knowingly and voluntarily entering into this EMS/ECP.

DATED: 12/1/14 *[Signature]*
MICHAEL G. CHALOS
K&L Gates LLP
Counsel for CARBOFIN S.p.A.

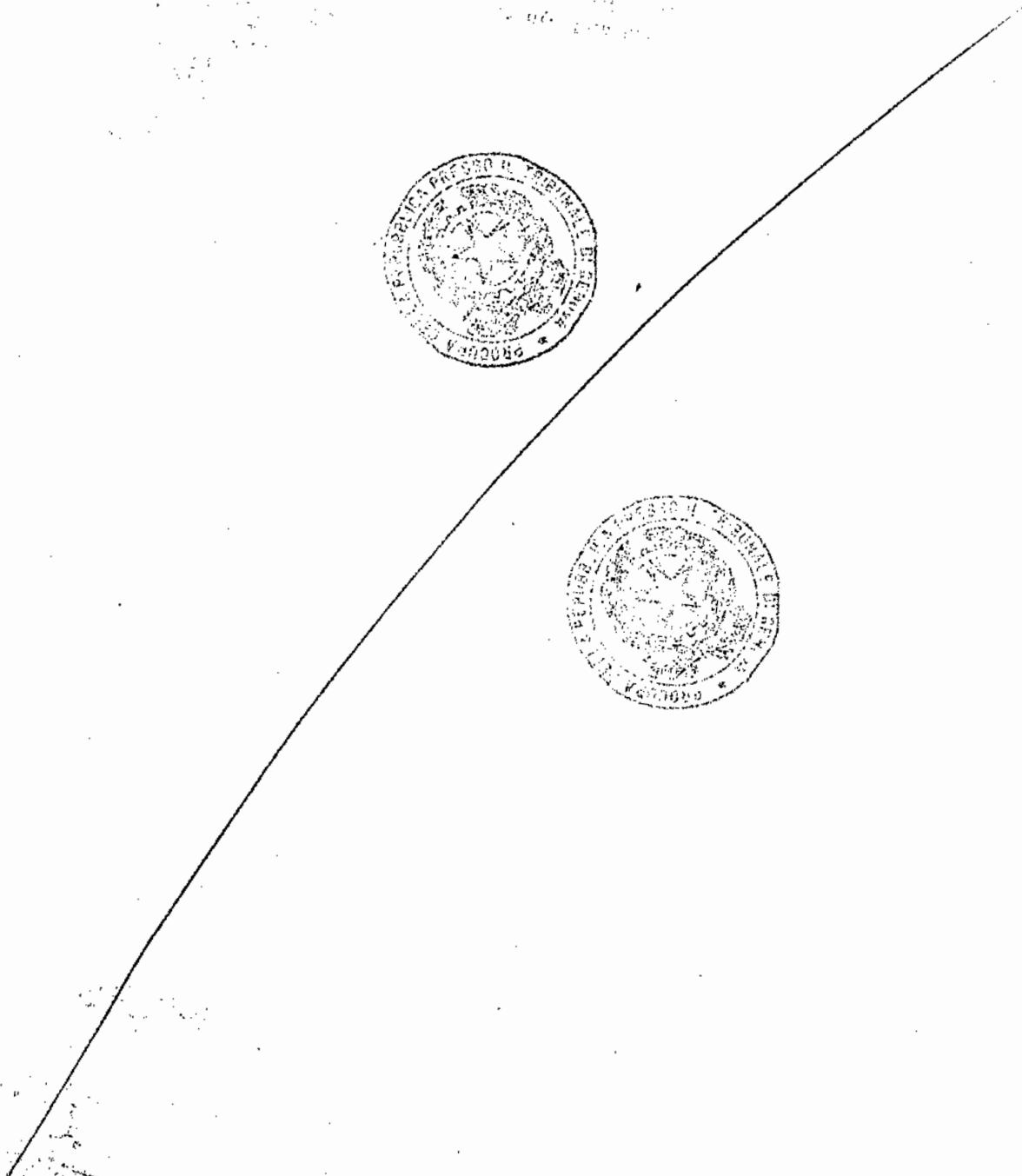
On behalf of the United States, the following agree to the terms of the EMS/ECP:

DATED: *[Signature]*
MATTHEW MUELLER
Assistant United States Attorney

DATED: *[Signature]*
KENNETH NELSON
Trial Attorney
Environmental Crimes Section

VISTO PER LA VERITA' DELLA FIRMA DELL'ING.
ENRICO FILIPPI, NATO A MILANO IL 6 MARZO 1957
GENOVA, 24 NOVEMBRE 2014

[Signature]
17 





PROCURA DELLA REPUBBLICA PRESSO IL TRIBUNALE DI GENOVA

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1 - Paese: ITALIA

Il presente atto pubblico

2 - è stato sottoscritto da: *Bonente Paolo*

3 - nella sua qualità di: *notario*

4 - porta il sigillo di: *Bonente Paolo di Genova*
notario in Genova

ATTESTATO

5 - in Genova

6 - *25 NOV. 2014*

7 - dal Procuratore della Repubblica presso il
Tribunale di Genova

8 - col numero *4411* /CIV/AP/2014

9 - Sigillo



10- Firma

Il SOST. PROCURATORE DELLA REPUBBLICA
Dott. Luca *DRZAZZARA*



In faith and testimony whereof I certify the genuineness of signature of

Ing. Enrico Filippi, born in Milan on 6th of March 1957.

Genoa, 24th of November 2014



Paolo Torrente Public Notary [*signature*]

[*stamp of the Notary*]

**PROSECUTOR'S OFFICE
AT THE COURT OF GENOVA**

APOSTILLE

(Convention of the Hague of 5 October 1961)

1. State: Italy

This public document

2. has been signed by Torrente Paolo

3. acting in his capacity of notary

4. having seal/stamp of Torrente Paolo di Giuseppe notary in Genova

CERTIFICATION

5. at Genoa

6. the 25 Nov. 2014

7. By the Public Prosecutor at the Court of Genoa

8. with number 4711 / CIV/AP/2014

9. seal/stamp

10. Signature:

Stamp of Prosecutor office

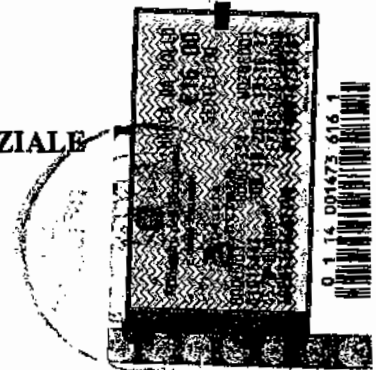
Deputy Public Prosecutor

At the Court of Genoa

Mr. Luca SCORZA AZZARA'



**TRIBUNALE DI GENOVA
VERBALE DI GIURAMENTO DI TRADUZIONE GIUDIZIALE**



Reg. Cronologico n° 4811.....

Addì **26.11.2014** nella Cancelleria del Tribunale di Genova davanti il sottoscritto Cancelliere è personalmente comparsa la Sig.ra **Emanuela Guerra**, nata ad Albenga (SV) il 2.9.1989 e residente ad Albenga (SV), via degli orti 37/21, la quale esibisce la traduzione che precede da lei effettuata e chiede di poterla asseverare con giuramento. Ammonito/a ai sensi di legge il/la comparente presta il giuramento ripetendo le parole: "Giuro di aver bene e fedelmente adempiuto le funzioni affidatemi al solo scopo di far conoscere la verità". Del che viene redatto il presente verbale.

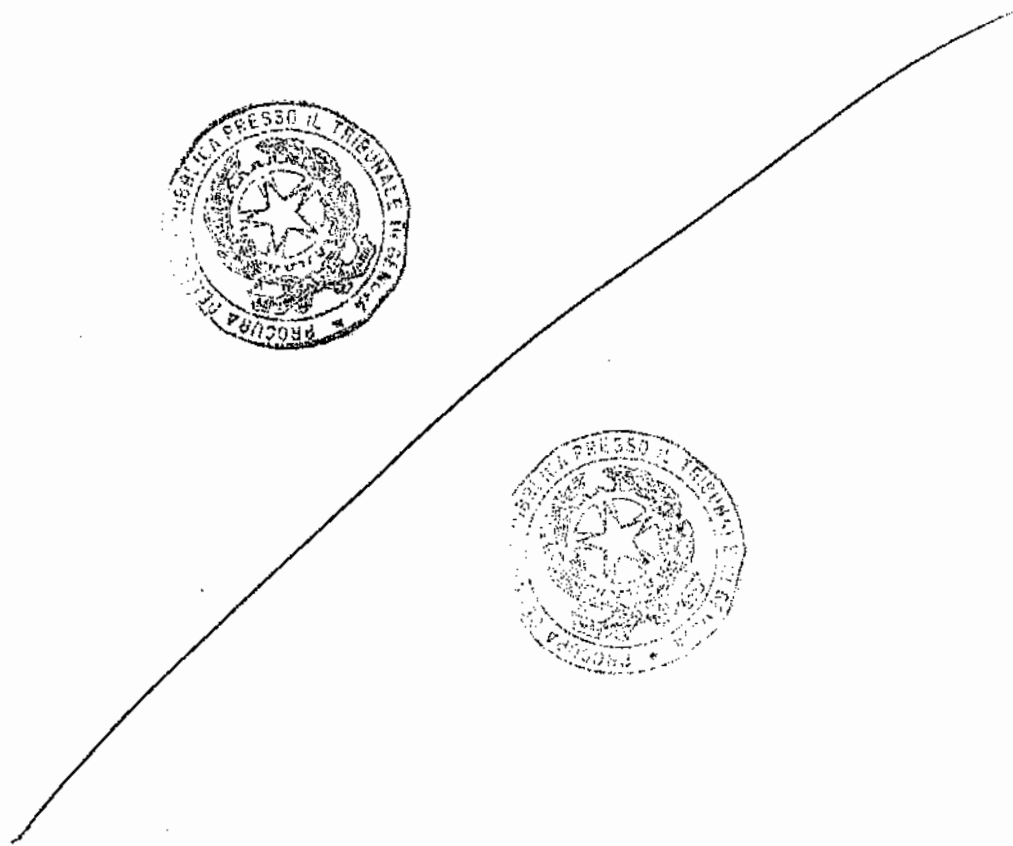
Letto confermato e sottoscritto.

IL TRADUTTORE



IL CANCELLIERE

DIRETTORE AMMINISTRATIVO
Dott.ssa **Germina GIAMBILIO**
Germina Giambilio





PROCURA DELLA REPUBBLICA PRESSO IL TRIBUNALE DI PALERMO





PROCURA DELLA REPUBBLICA PRESSO IL TRIBUNALE DI GENOVA

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1 - Paese : ITALIA

Il presente atto pubblico

2 - é stato sottoscritto da: *Carolina Cuglio*

3 - nella sua qualità di: *Giurista Individuo*

4 - porta il sigillo di: *Tribunale di Genova*

ATTESTATO

5 - in Genova

6 - *26* NOV. 2014

7 - dal Procuratore della Repubblica presso il
Tribunale di Genova

8 - col numero *449* /CIV/AP/2014

9 - Sigillo

10- Firma



[Signature]
IL SOST. PROCURATORE DELLA REPUBBLICA
DR. STEFANO PUPPO