

PUBLIC SALE NOTICE
COURT OF ROMA - PREVENTIVE MEASURES SECTION
PROCEDURE NO. 184/2019 R.G.M.P.

The Judicial Administrator for the procedure n. 184/2019 R.G.M.P. - Court of Rome - Preventive Measures Section

HEREBY GIVES NOTICE THAT

by authorization dated 18th December 2024 of the Court of Rome - Preventive Measures Section, on the 12th of November 2025 from 11:00am to 12:00pm CET on the website <https://pbg.fallcoaste.it>, by PBG S.r.l., c.f. 0774831100, based in Rome, at Piazza Francesco Borgongini Duca, 7, will take place the

SALE BY TENDER

of **lot n. 56780** - sailing ship named LULWORTH, constructed (1920) by WHITEBROS Ltd. (Southampton UK), flying British flag, identified by the British certificate of registration n. 143565, seized as part the preventive procedure 184/2019 R.G.M.P. - Court of Rome Preventive Measures Section and currently moored at the Port of Forio d'Ischia (NA), at p. le Cristoforo Colombo, s.n.c. The ship is better identified and described in the appraisal report (downloadable on the sale portal <https://pbg.fallcoaste.it>), dated 6th of August 2024, by the Marine Surveyor Massimiliano SIMEONE, registered to the role of Experts and Accounting Experts at the CCIAA of Latina n. 534,

DEFINES

the following procedures and main conditions of sale.

starting price **€ 1.863.000,00 plus IVA if due**
(minimum offer): (one milion eight hundred sixtytree thousand/00);

minimum bid **€ 5.000,00**
increment: (five thousand/00);

security deposit: **10% of the starting price**
 (one hundred eighty-six thousand three hundred/00)

auction fees: **5% of the awarded price (plus VAT if due)**
 (due also if the lot is awarded to the sole offeror)

additional charges: **€ 1.500,00 (plus VAT if due)**
 (€1.830,00 one thousand eight hundred thirty/00);

Premise

By registering for this sale procedure, the participants expressly declare:

- that They have read and understood all the contents of this notice and to accept it unconditionally;
- that They have read and fully understood the appraisal report and its annexes;

1. Manager

The sale procedure is entrusted to PBG S.r.l., tax code 0774831100, with headquarters in Rome, at Piazza Francesco Borgongini Duca, 7, registered in the Italian register of Telematic Sales Managers, which will proceed, through its own structures and personnel, to the operational management of this sale procedure.

2. Telematic mode

This sale procedure and all its phases, including any auction, will be carried out on the site <https://pbg.fallcoaste.it>, **exclusively in electronic mode** and asynchronously, without the simultaneous connection of the Judge or of the Judicial Administrator, therefore offers and/or bids made in ways other than those expressly provided by this notice will not be considered.

The participant is aware of the possible objective and subjective problems arising from the use of an online auction carried out via the internet for which the Judicial Administration, PBG S.r.l. and the website manager cannot be held responsible; The same ones are not liable for direct and/or indirect damage or liability, as well as for actions capable of causing damage or malfunction to the system, impossibility of using or viewing the platform and/or any action aimed at an illicit use of the same;

3. Bid deposit

In order to participate in the sale procedure, a sum equal to ten percent (10%) of the starting price must be paid by bank transfer as security deposit. The abovementioned sums must be credited at least 48 hours before the scheduled time for the start of sale, that is to say no later than the 10th of November 2025, 11:00am CET. This payment must be made by bank transfer to the current account at BANCA MONTE DEI PASCHI DI SIENA S.p.A., in the name of PBG S.r.l., identified by the following iban code: **IT 73 T010 3039 5510 0000 0787 188**, indicating the reason “*cauzione lotto n. 56780 - R.G.M.P. nr. 184/2019 Tribunale di Roma, Sez. M.P.*” This amount will be retained in case of forfeiture of the successful offeror pursuant to art. 8 of this notice.

The offer will be considered ineligible if on the day fixed for the sale the sums are not credited to the current account indicated for the security deposit.

No responsibility can be attributed to the Judicial Administration or to the Manager for the lack of visibility of instant bank transfers made after the time allowed for their

processing by the receiving Bank and for the consequent declaration of inadmissibility of the offer.

In the case of a foreign bank transfer in “OUR” mode, the same must be forwarded to the institute with the clause “*without costs for the beneficiary*”; in default, the commissions will be automatically deducted from the amount paid by the receiving bank; if the deposit thus deducted is not congruent with what is provided for in the notice, it will be a reason for exclusion of the offer.

4. Registration and offer placement

Will be accepted only offers with a value equal to or greater than the starting price of the lot, submitted through the telematic module, available by accessing the reserved area of the website pbg.fallcoaste.it/new-registration, using the personal credentials provided during registration.

The offerors, therefore, are required to make their own registration in the respective reserved area pbg.fallcoaste.it/new-registration, well in advance of the date scheduled for the sale.

Once logged in, users will need to select the lot of interest, click on the "*Make an offer*" button and fill out the required fields.

In particular, the following documents shall be attached to the offer:¹

- i) in the case of a natural person, a copy of the identity document and tax code²; in the case of a legal person, a copy of the identity document and tax code of the legal representative and a copy of the company register attesting to the powers of the legal representative of the bidding legal person, dated no more than three months ago³;
- ii) copy of the bank documentation proving the payment of the security deposit⁴;
- iii) declaration of a certified electronic mail address where the bidder intends to receive any communication relating to this sales procedure;

1 in. pdf format;

2 when the offeror/bidder resides outside the territory of the Italian State, and no tax code is assigned, the tax code issued by the tax authority of the country of residence must be indicated or, in its absence, a similar identification code, such as a social security code or an identification code. In any case, the code of the assigning country must be placed before it, in accordance with the technical rules set out in the ISO 3166-1 alpha-2code standard of the International Organization for Standardization.

3 when the offeror/bidder resides outside the territory of the State, and no tax code is assigned, the tax code issued by the tax authority of the country of residence must be indicated or, in its absence, a similar identification code, such as a social security code or an identification code. In any case, the code of the assigning country must be placed before it, in accordance with the technical rules set out in the ISO 3166-1 alpha-2code standard of the International Organization for Standardization.

4 in particular, a copy of proof of payment;

- iv) if the offer is made by more than one person, a copy of the power of attorney issued by the other bidders by public deed or authenticated private agreement in favor of the person signing the offer;
- v) if the offer is made by a legal representative, a copy of the special power of attorney or general power of attorney issued by public deed or authenticated private agreement.
- vi) the express declaration that it has read the valuation report and the undersigned declaration of full reading understanding and unreserved acceptance and/or conditions of the entire content of the notice and its annexes;

Purchase offers and bids constitute irrevocable proposals and the award may be made to the highest offeror (even if the latter does not connect electronically on the day set for the sale) and, therefore, an offer, once formulated, cannot be withdrawn, and in the event of a definitive award⁵, failure by the successful offeror to pay the balance of the price and/or anything else due within 60 (sixty) days of the award, the latter will be considered automatically revoked and the security deposit accompanying the offer will be retained and paid to the Judicial Administration as a penalty for non-compliance.

Those interested in purchasing can view the asset of interest on www.pbg srl.it, www.pbg fallcoaste.it and use the appropriate “visit booking request” form or send a request by email to the manager’s address info@pbg srl.it

For assistance regarding the submission of offers in telematic mode, you can contact the telephone number (+0039) 0444 346211 or write to help@fallco.it

5. Examination of the offers and (eventual) auction

The examination of offers will take place on the date and time scheduled for the sale through the opening of the electronic envelopes submitted via the portal <https://pbg.fallcoaste.it/>

An auction will then start if, once the opening of telematic envelopes and the screening of eligibility of all offers received have been completed, two or more valid offers were placed.

Participation in the eventual auction will be automatically allowed to all bidders who submitted valid offers;

on the date and time scheduled for the sale, and in any case at the end of the operations for the examination of the offers, the start of the auction will be communicated with a message to the e-mail address declared during the submission of the offer⁶.

⁵ see art. 8 of this notice;

⁶ see art. 4 *iii*) of this notice;

6. (eventual) Auction procedure

Except for any changes that will be communicated by the Manager, at the end of the opening of the telematic envelopes to all bidders admitted to the competition at the e-mail address provided during the submission of the offer, the eventual auction will be started on the 12th of November 2025, 11:00am CET and in any case at the end of the examination of the offers and it will finish on 12th of November 2025, 12:00am CET.

The *auction* procedure allows only telematic and asynchronous bids, carried out in a predetermined time period without the simultaneous connection of the Judge or of the Judicial Administrator.

The above bids can be made exclusively by accessing the reserved area of portalepbg.fallcoaste.it with the personal credentials provided during registration .

If a bid is raised in the last 5 minutes before the deadline for the conclusion of the sale (12th of November 2025, 12:00am CET or the different deadline communicated via email at the end of the opening of the electronic envelopes), the auction deadline will be automatically extended by 5 minutes to give all bidders the opportunity to make further raises, and so on until increasing bids are submitted during the extension period.

7. Temporary award

In case of one single valid offer, or at the end of the auction, by the day following (excluding Saturdays and Italian public holidays) the end of the related operations, the Manager will proceed to the temporary award, drawing up a specific report.

The person who has placed the highest (valid) bid will win the auction only provisionally, pending the final authorization and completion of the subsequent acts by the Judicial Authority.

The provisional awarder will be refunded the security deposit by bank transfer to the current account from which it was sent in the event that the Judicial Authority does not issue the clearance.

8. Final award and payment of price

The final award and completion of the sale are therefore subject, without appeal, to the release of the clearance by the Judicial Authority.

Following the eventual release of the clearance by the proceeding Judicial Authority, the final award will be communicated to the buyer, via email to the certified email address declared during the submission of the offer.

From the notification of the final award, within a maximum, non-extendable and peremptory period of 60 (sixty) days (term not subject to weekday suspension) the final awarder must pay the balance of the hammer price (equal to the hammer price minus the deposit provided), via bank transfer to the current account with IBAN number **IT19 M056 9603 2030 0001 0114 X76**, in the name of “*Tribunale Penale di Roma-Proc. Pen. nr.*

7443/15 R.G.N.R.”, registered at the BANCA POPOLARE DI SONDRIO S.p.A., indicating the reason “*saldo prezzo aggiudicazione Lulworth – p. 184/2019 R.G.M.P. - Tribunale di Roma - Sez. M.P.*”

In case of refusal or failure to pay within the specified period of 60 (sixty) days, by the final awarder, the award shall be deemed automatically revoked and the deposit in support of the offer shall be retained and paid to the Judicial Administration as a penalty for failure to comply with it, subject to compensation for greater damage. In this case, the Judicial Administration may proceed, at its sole discretion, to start a new sale or give rise to the award in the terms and conditions mentioned above, in favour of the person who submitted the second highest valid offer than that of the deemed awarder.

9. Auctioning fees and other charges

Auction fees are also due if the lot is awarded to the sole offeror.

Within 10 (ten) days of the final award, the awarder shall also pay to PBG S.r.l. the auction fees, calculated in the amount equal to 5% (plus legal accessories) of the hammer price, by bank transfer to the current account opened at BANCA MONTE DEI PASCHI DI SIENA S.p.A., in the name of PBG S.r.l., identified by the following iban code: **IT 73 T010 3039 5510 0000 0787 188**, indicating the reason “*diritti d’asta lotto n. 56780 - R.G.M.P. nr. 184/2019 Court of Roma, Sez. M.P.*”.

The final awarder, in addition to the payment of the price and of the auction fees, will be required to pay all expenses arising from any further deed, consequential or otherwise connected with the payment of the sale.⁷

In case of refusal or failure to pay any of the above obligations within the specified period of 60 (sixty) days, by the final awarder, the award shall be deemed automatically revoked and the deposit in support of the offer shall be retained and paid to the Judicial Administration as a penalty for failure to comply with it, subject to compensation for greater damage. In this case, the Judicial Administration may proceed, at its sole discretion, to start a new sale or give rise to the award in the terms and conditions mentioned above, in favour of the person who submitted the second highest valid offer than that of the deemed awarder.

The formalizing of the sale, must be made through an agency or notary of the Judicial Administration, which will provide communication of the relevant references and contact details to the successful awarder once obtained the approval of the sale by the Judicial Authority.

The costs and risks and all due obligations relating to the transfer of ownership, custody and transfer of the property, as of the date of notification of the final award, are

⁷ by way of example and not exhaustive: expenses for conclusion of formal acts of sale at private agencies or notary where necessary; recording and transcription; for stamps; administrative costs for issuing the documentation necessary to the proper formalisation of the sale, etc.

exclusively borne by the successful tenderer, who hereby exonerates the Judicial Administration and/or the Manager from any liability in this regard and/or for any delay and/or failure to issue any permits and authorizations relating to the vessel, its accessories and/or its transport and/or custody;

10. Transfer of the property

The vessel will be sold *as-is*, in the state of fact and law in which it is found and without any guarantee. The buyer exonerates the Judicial Administration from any liability in this regard for any defects, even hidden, apparent and non-apparent or in any case deriving from the state in which the vessel is found which cannot give rise to any complaint, dispute, compensation, indemnity or reduction of the price either by the successful tenderer or by third parties who may claim pre-existing rights on the goods put up for sale.

Regarding the condition of the ship, please refer to the report attached to this notice.

11. Jurisdiction

For any and all disputes relating to this notice of sale supplied by the tender regulation and the general sale conditions, its interpretation, execution, validity or effectiveness, as well as for any other dispute in any way connected to the same and/or this sale procedure, the Court of Roma has exclusive jurisdiction.

12. Processing of personal data

The processing of personal data communicated by the bidders will be carried out in compliance with the provisions of Legislative Decree No. 196/03 and EU Regulation No. 679/2016 (GDPR) by and under the responsibility of PBG S.r.l.

13. Publicity *ex art. 490* of the Italian code of civil procedure

Pursuant to paragraph 1, art. 490, Italian code of civil procedure, this notice and the appraisal report will be published, at least 45 days before the date scheduled for the sale, on the Fallcoaste portal

pursuant to the following paragraph 2, art. 490, Italian code of civil procedure, this notice, together with the appraisal report, will be published at least 45 days before the date scheduled for the sale on the following specialized websites:

<https://www.mondialbroker.com/>

<https://www.fallcoaste.it/>

https://www.pbgsrl.it/it_IT/aste

This sale notice does not constitute an offer to the public within the meaning of art. 1336 of the Italian civil code.

Roma, 6th of October 2025,

The Judicial Administrator

