

WEST ISTANBUL MARINA OPERATION REGULATIONS (YACHTS AND YACHT OWNERS)

A. PURPOSE

This Regulation specifies the principles of the management, operation and providing services at the marina in order to provide a clean, safe and agreeable living and working environment for Yachts, Yacht Owners, Yacht Crew, Yacht Guests, and those who benefit from these units in all onshore and offshore facilities pertaining to "West Istanbul Marina".

B. SCOPE

This Regulation covers all administrative and commercial matters related to the performance of the work specified in the contract to which it is annexed, as well as the conditions for the performance of the work in a perfect manner - in case of a reference hereto under any agreement, this Regulation shall constitute an integral part of such agreement. This Regulation and Agreement contain the sole terms and conditions which the real or legal persons who are parties to the Agreement are obliged to comply with and supersede any previous verbal and/or written agreements. In case of any discrepancy between these Regulations and the Agreement, the provisions of the Agreement shall prevail.

C. DEFINITIONS

a) Mooring Permit:

Refers to the permit issued to the Yacht Owner for the use of a designated mooring space in the Marina,

b) Moorage:

Refers to wharf mooring or space on the boatyard/slipway,

c) Ministry:

Refers to Turkish Ministry of Culture and Tourism,

d) Work Permit:

Refers to the certificate issued to individuals, allowing them to work at the Marina and on the Yachts.

e) Lifting Operation:

Refers to the operation that starts with lifting the yacht from the sea or the carrier with the help of a travel lift and ends up with placing it on a trailer or in the boatyard followed by the assembly and attachment of stands and cradles.

f) Launching Operation:

Refers to the operation that starts with the removal of the yacht from the place where it is on land (boatyard) by lifting it with the help of a trailer or travel lift and ends with the launching of the yacht into the sea or onto a carrier,

g) Management / Company:

Refers to Enelka Taahhüt İmalat ve Ticaret A.Ş. which operates West Istanbul Marina,

h) Marina User:

Refers to any person (other than the Company's employees) who uses the Marina and

benefits from its Facilities or qualifies as a Yacht Owner/Yacht responsible/authorized representative,

i) Marina:

Refers to West Istanbul Marina, its boatyard and the entire port and its facilities located in Yakuplu, Beylikdüzü, İstanbul and affiliated and belonging to Enelka Taahhüt İmalat ve Tic. A.Ş.

j) "Hot Work":

Refers to works performed with flammable and explosive substances, and activities that may create open flame, spark or flammable or explosive gases.

k) Healthcare and Safety Policy:

Refers to healthcare and safety rules implemented by the Company,

l) Contract:

Refers to those agreements executed between the Yacht Owner and the Company in relation to mooring services, lifting and launching services, technical services, onshore accommodation services and any other services and requirements for their Yacht at the Marina or for the operation of a commercial unit leased from the Company,

m) Yacht:

Refers to a seacraft/vessel using the Marina, which is built in the type of a yacht, fit for use for sailing and sporting purposes, is not designated as a cargo or passenger ship, but defined as a "Commercial Yacht" or "Private Yacht" in the relevant measurement (tonnage) certificate and registered with the competent body of the country in which it is flagged in compliance with the applicable laws,

n) Yacht Breadth (Beam max):

Refers to the widest distance of the Yacht in terms of breadth in horizontal direction to the fore and aft central line,

o) Yacht Length (Length Overall – L.O.A):

Refers to the full length through the central line in fore and aft direction on the yacht's deck from the aftermost point at the stern including the davit and the swim platform if any up to the foremost point at the bow including the studding sail boom if any,

p) Facility / Marina:

Refers to the entire West Istanbul Marina facility under the control of the Company, including all onshore and offshore yacht berths where yachts are moored, ports, roads, car parks, buildings, boatyards and other areas as well as related equipment and facilities,

q) Marina Manager:

Refers to the person designated by the Company's Board of Directors who has been vested with the authority and responsibility of applying this regulation,

r) Marina Security Zone:

Refers to the site separated from yacht berths where yachts are moored and from public sites with a security fence and railing or a landscaping arrangement, also including yacht landing wharfs, floating docks, quays, breakwaters, filling areas, supply stations, ferry wharves, boatyards, car parks, yachting units and sites allocated to the Yacht owner, crew and yacht guest,

s) Yacht Crew

Refers to persons who have been authorized by the Yacht Owner to reside on board and/or persons who execute any service on board (except the guests or persons providing provisional services for the Yacht),

t) Yacht Client:

Refers to private and legal persons who have been brought/sent to the Marina by Yacht

Owner to benefit from the commercial services of the Yacht and/or the Yacht itself in part and/or as a whole,

u) Yacht Guest:

Refers to persons who have been brought or sent to the Marina by Yacht Owner to benefit from the Yacht,

v) Yacht Owner:

Refers to legal or real entities acknowledging in full detail the Contracts entered into with the Company and agreeing and undertaking to comply with all terms thereof, separately or collectively registered as the "Owner" on the Measurement (Tonnage) Certificate of the Yacht, or real or legal persons who have been authorized by the Owner to operate the Yacht or the charterer, agency or any other assignee who controls management of the yacht at that time.

w) Captain & Authorized Representative

Refers to real persons (Captain) and/or legal persons and entities (Authorize Representative) who may enter into legal Agreements with the Company on behalf of the Yacht Owner.

D. MANDATE OF THE MARINA MANAGER

The Marina Manager has the following powers in order to operate and manage the marina in a proper, clean and safe manner and to assure coordination between employees in order to provide the highest quality of services.

D.1. The Marina Manager regulates access, entry, mooring, stay and departure of Yachts within and in the Marina's proximity.

D.2. The Marina Manager determines the places where the yachts will berth and moor, and is authorized to change the allocated mooring or onshore parking places of the yachts if deemed necessary as well as in extraordinary circumstances, without notifying the Yacht Owner if the Owner/Captain/Authorized Representative is/are unreachable by the Marina Manager themselves or via marina personnel in charge under their command.

D.3. In case of emergencies of which the Yacht Owner cannot be notified, if deemed necessary, the Marina Manager shall ensure that the Yacht is taken ashore or the necessary repairs are made, the fee of which shall be paid by the Yacht Owner thereafter.

D.4. In the event that an unknown yacht without a valid Mooring Agreement is detected in the Marina and whose owner cannot be determined, the Marina Manager will ensure that this yacht is taken ashore if deemed necessary for safety reasons and will collect the cost of the service provided once the yacht owner is determined. In the event that the yacht owner cannot be determined/found, the Marina Management will take any and all legal measures applicable to ensure the collection of the yacht's accumulated debts.

D.5. The Marina Manager shall warn Yacht Owners/captain/personnel who act in breach of the provisions herein or who disturb the order and peace of the Marina or pose danger to the public, and shall notify the Harbormaster if these individuals continue their unruly behaviour in spite of warning. As a result, those in breach of the Marina's code of conduct shall be removed from the Marina and any and all applicable penalty measures shall be taken. The Marina Manager may unilaterally terminate Mooring Agreements entered into between the Yacht Owner at fault and the Company. In such circumstances, the Marina Manager will put the necessary procedures into action for the Yacht to be removed from the Marina, including lifting & launching operations and all charges resulting from these operations shall be borne by the Yacht Owner. The Marina Management cannot be held responsible for any damage incurred by the Yacht in question during these operations.

In cases where individuals other than Yacht Owners/crew members/Authorized Representatives exhibit similar behaviors, the Marina Manager may take measures to remove them from the Marina and prevent them from entering the Marina and using its facilities/services in the future. The Company/Marina Management shall not be held responsible for any damages or losses resulting from the above taken actions.

D.6. The Marina Manager shall notify and summon law enforcement officers where it is necessary to ensure peace, order and safety in the marina.

D.7. The Marina Manager examines works carried out for the operations specified in other articles of this regulation that are subject to permission, and authorizes them where deemed appropriate and necessary.

D.8. The Marina Manager performs the duties and takes the measures stipulated herein.

D.9. If the Yacht Owner fails to pay the fee amounts accrued as per the published tariff approved by the Ministry, the Marina Manager reserves the right to prevent them from entering the marina and prohibit the departure of their Yacht from the marina until all outstanding fees are paid in full. (see Article I, Section 2)

D.10. The Marina Manager may permit yachts other than the Yachts defined herein to access the marina upon the request of the Harbourmaster.

D.11. The Marina Manager regulates principles regarding the work of personnel providing other services rendered within the scope of „Tourism Operation Certificate“ in the Marina, assures coordination between such services, and submits a request to the Ministry and/or the Company’s relevant personnel/service provider to penalize and/or ban those who have been found in breach of Article 31 of the Law on Encouraging Tourism No. 2634 due to their objectionable behaviour.

D.12. The Marina Manager is in charge of controlling the levels of hygiene and security in the Marina. This including supervising the general appearance, appropriateness of industrial workwear and business attire as well as the behavior of their staff.

D.13. The Marina Manager may delegate their powers established herein partially or fully to their subordinates via written or verbal instructions, where they deem necessary.

D.14. The Marina Manager takes all kinds of measures to prevent pollution of the marina area and shall request the same measures to be taken by the Yacht Owner or the captain.

D.15. When deemed necessary, the Marina Manager may authorize operations previously prohibited by this regulation or may introduce new rules and regulations with the approval of the Harbourmaster.

E. PRINCIPLES APPLYING TO YACHTS AND YACHT OWNERS

E.1. ENTRY- EXIT & MOORING

E.1.1. The Yacht Owner is obliged to know the legislation and take the necessary precautions in a timely manner regarding; the entry/exit of their Yacht as well as any accompanying persons into and out of Turkish territorial waters, navigation in Turkish territorial waters, leaving the Yacht under the responsibility of the Management and the resolution of that responsibility, leaving Turkey by any means other than their Yacht. In order for the Management to assist the Yacht Owner in these matters upon request, the Yacht Owner is obliged to prepare the necessary information and valid documents regarding the Yacht, the Yacht Owner, the Yacht Crew and Yacht Customer and to inform the Management in a timely manner. The Management cannot be held responsible for any difficulties that the Yacht Owner may encounter due to their failure to comply with the required practices and/or legislation. The responsibility of the Foreign Flagged Yacht Owner continues until they submit the Yacht Registration Certificate between Turkish Ports (transit

log) to the Management, completes the necessary procedures before Public Authorities and states that they will be leaving Turkey. The entry of the Yacht Owner/captain/crew and third parties to the Yacht is at the Marina Management's discretion once all legal procedures have been completed and the Yacht becomes the responsibility of the Marina.

E.1.2. "Duration of Stay in Türkiye of Yachts and Cabotage Rights": Article 29 – (Amended: 28/12/2006 – 5571/art.18)

Foreign-flag yachts may stay up to two years in Türkiye for maintenance, repair, docking or wintering purposes. This period may be extended in accordance with principles to be determined by the Council of Ministers. "If the Yacht Owner fails to renew their contract at the end of the first year, they are deemed to have accepted, in advance, that the Marina will bear no responsibility against any person or institution, including the Yacht Owner/beneficiaries, etc. in this operating regulation and the principles of the Mooring Contract, without prejudice to the right of claim of the marina against the "expropriation, termination, etc." procedures to be applied in accordance with the Customs legislation for yachts that fail to meet the conditions at the end of the fifth year.

E.1.3. Marine vehicles other than those defined as a Yacht as set out in point "D" of the Operation Regulations are prohibited from entering the Marina site, or from being moored or parked in the Yacht Port area. Such operations may be permitted in emergencies and the decision lies at the Company's disposal.

E.1.4. The Yacht Owner mooring their Yacht and/or benefit from other services in the Marina is required to fill out and sign the Mooring Agreement completely and accurately before the Yacht enters the Marina or on the day of, at the latest. They must present a valid Tonnage Certificate, Seaworthiness Certificate, Insurance policy (one that meets all liabilities specified in the Agreements as determined by the Company), documents showing evidence of signatory competency and showing proof that the Yacht qualifies within the definitions listed in Article C of the Operation Regulations. If the information provided is incomplete or shows discrepancies of any kind, such as difference of dimensions and the evaluation of the Management, the Company will appoint a member of staff to measure the LOA and Breadth of the Yacht to ensure the accuracy of measurements both for safety and operational purposes as well as calculating the fees to be applied.

E.1.5. The Marina Management allocates a place for a Yacht in the docking area of the Marina once the Yacht Owner signs the Mooring Agreement. It is at the Marina Management's discretion to determine the most suitable place for the Yacht to be moored, and once allocated; the Yacht Owner may not moor their Yacht anywhere except in the designated place. If the Yacht Owner ignores the Management's decision and moors their Yacht in a different place in the dock, their contract will be terminated unilaterally, their advance payment will not be refunded and the Yacht will be removed from the Marina. The Management reserves the right to change both the onshore and offshore allocated place of any Yacht at any time if it deems it necessary and is not required to obtain the Yacht Owner's permission. Any such change will be notified to the Yacht Owner.

E.1.6. Mooring Contracts are by no means lease contracts, and cannot be assigned to a third party. Contracts shall be signed mutually by the Marina administration and the Yacht Owner and be effective for the period specified therein.

E.1.7. Yachts shall be moored only to bollards, anchor rings and other equipment allocated solely for mooring purposes having regard to all weather and tide conditions in conformity with marine practices and in the manner deemed appropriate by the Marina Manager. Ropes and fenders required shall be supplied by the Yacht Owner unless parties agreed upon otherwise. The Yacht Owner is responsible for making available such ropes and

fenders in sufficient quantity and quality, for their replacement, maintenance and use when required. In order to moor the Yacht to a berth station on the sea, one anchor chain and/or rope shall be provided; the Company recommends that such chain or rope is tied to a suitable connection point on the Yacht for safety purposes. The Yacht Owner hereby agrees and undertakes that all responsibility is borne by them in the event that they choose to attach their own rope to the connection point on their Yacht. Loss and damage to be directly or indirectly caused on other Yachts, third party property, facilities, vehicles, equipment and personnel of the Company by events such as the breaking of decayed or weak parts of the anchor rope and other connection ropes for the mooring of the Yacht, other than those supplied by the Company, or damage of fenders around the Yacht for any reason, are not covered under the Financial Liability Insurance and are not under the responsibility of the Company.

E.1.8. The Yacht which shall use the Marina is to be fully equipped, ready for cruise through her own means, seaworthy and protected against any kind of weather and marine conditions, free of any factors polluting the natural environment and/ or equipped with systems protecting the environment.

E.1.9. Yacht Owners shall inform the Marina Management in advance and obtain its permission to; enter the Marina, moor at its allocated space in the dock according to the standards specified by the Management, switch places in the Marina or leave the Marina. In such cases and when deemed necessary, the Yacht Owner will agree to receive mooring assistance from Marina personnel and act according to their instructions. The responsibility during the maneuver of the mooring boat and any loss and damage which may occur during the presence of third parties authorized by the Yacht Owner on board for the operation and management of the Yacht shall remain with the Yacht Owner and is not covered under the Financial Liability Insurance nor under the responsibility of the Company. Those who are in breach of these rules may be deprived of their rights to enter the Marina and stripped of their mooring rights by the Company.

E.1.10. The Yacht shall navigate at a speed which shall be in conformity with the marine procedures and shall not damage or disturb other Yachts (such speed limit is 3 knots in any circumstance), only by engine power and without using sail in any case.

E.1.11. The Yacht Owner is responsible for ensuring that the person appointed for the maneuver of the Yacht and any services related to navigation has an applicable and adequate competency and will be held responsible for any consequences thereof.

E.1.12. It is strictly prohibited to anchor at the Marina Site. Mooring alongside another Yacht is possible only with permission of the Company and permission of the Owner or the master of the Yacht alongside which another Yacht shall be moored. Yacht owners, masters and crew cannot reject to untie the mooring rope in order to facilitate the maneuver of another yacht.

E.1.13. The Yacht Owner shall keep their Yacht in a clean, orderly and fully equipped condition at all times and ensure it is seaworthy, thus allowing its departure from the Marina by using its own, independent means in a reasonably short period of time whenever required.

E.1.14. The Yacht Owner agrees in advance to comply with all rules and principles notified to the Yacht Owner or publicly announced by the Marina during the period of their stay in the Marina. Any announcement on the notice board or on web site of the Marina shall constitute notification to the Yacht Owner.

E.2. USE OF THE OFFSHORE SITE

E.2.1. The Yacht which shall benefit from the Marina is to be covered under an applicable Third-Party Financial Liability insurance in an amount to be determined by the Company. Such insurance must be provided by a prestigious insurance company and the Yacht Owner must deliver a copy of the insurance policy to the Company before the issue of any certificate of permission. The Yacht Owner must immediately inform the marina management in case of any change in the insurance provider or in the insurance coverage. If policies of the yachts are not renewed upon expiry of their insurance period, their contracts shall be automatically cancelled and the Company shall have no further responsibility to that effect. In such circumstances, any procedures required for removal of the Yacht from the Marina (including lifting of the Yacht) shall be executed by the Company and any expenses which shall arise therefrom shall be collected from the Yacht Owner. However, the Yacht Owner is directly responsible for any loss and damage which cannot be met through third party financial liability insurance.

E.2.2. The Yacht Owner must inform the Company about third parties whom they allow on their Yacht, and who will be working and/or staying in the Yacht when the Yacht Owner is not present. In such a circumstance, The Yacht Owner is liable to comply with the statutory legislation. The Yacht Owner is individually, jointly and severally responsible for indemnification of any loss and damage to be directly or indirectly caused to other yachts, facilities, vehicles, equipment and personnel of the Company or its subcontractors due to the failure of third parties authorized by the Yacht Owner to use or stay on their Yacht during mooring, berthing, launching – lifting, repair and/or maintenance as a result of their failure to take necessary precautions. Any kind of loss, damage and costs as well as legal claims of the Company are considered in scope of the mentioned damages. Amounts to be claimed by third parties against the Company and related expenses are also included. Any kind of loss, damage and costs that the Yacht Owner incurs as a result are beyond the scope of the Company's Financial Liability Insurance and therefore not under the responsibility of the Company. Persons who are not authorized by the Yacht Owner are removed from the Marina by the Company. The Yacht Owner agrees and undertakes in advance that the Yacht Owner shall not hold the Company responsible for any loss or damage which shall result from the removal of such persons from the Marina.

E.2.3. Losses and damages which may be caused on yachts, the Yacht Owner and third parties as a result of extraordinary circumstances including natural disasters such as flood, rise of water, storm, earthquake, lightning, etc. or collision of marine, land and air vehicles within the Marina are out of the scope of Financial Liability Insurance of the Company and not under the responsibility of the Company.

E.2.4. Thefts, losses and damages which may occur in deposit and material stores to be allocated by the Company to the Yacht Owners are out of the scope of Financial Liability Insurance of the Company and not under the responsibility of the Company.

E.2.5. Lines such as cables, hoses, etc. from water, electricity and data connection points on the Marina area to the Yacht shall be supplied by the Yacht Owner at the standards specified by the Company and the Yacht Owner must notify the Management of this. The Company shall not bear any liability against the Yacht Owner other than regarding the quality and quantity of additional services. It is compulsory that yachts that shall take electricity from the Marina should have installations complying with ordinary norms, and those that have heaters and similar devices should use cables according to the ampere rate. The parties agree that the cables connected to the electrical devices inside the yacht should be installed by the Yacht Owner in a safe and professional manner. Electrical and water connections

must be removed before the yacht is disconnected.

E.2.6. Life boats and service boats (the maximum total area covered by the property as a service boat is five (5) square meters) should be kept on board the Yacht or in suspended position on davits. Otherwise, the Yacht Owner is obliged to execute a mooring contract for the lifeboat and the service boat. The name of the Yacht should be written on the Yacht and on all lifeboats, slipways, tugboats and other craft belonging to the Yacht in an obvious manner.

E.2.7. The grounding of the Yacht is the Yacht Owner's responsibility. The Marina Management is not responsible for low voltage, voltage fluctuations, power and data failures, and etc. as well as damages and losses that may arise therefrom.

E.2.8. The Yacht Owner shall take all the necessary and sufficient measures (especially water discharge systems) against penetration of water into the Yacht due to rain and other reasons. The Company is not obliged to discharge the water in the Yacht except in case of a service to be provided at cost upon a written request by the Yacht Owner. The Yacht Owner agrees and undertakes in advance that they shall bear all the responsibility for environmental pollution that may be attributable to the Yacht upon constructing the relevant systems to discharge the water in the Yacht and/or making a service demand to the Company in that respect.

E.2.9. The Yacht Owner shall take all the measures to prevent any occurrences that disrupt the sanitary standards of the Marina, such as; insect/parasite infestation, mice/rats and/or spreading of unhygienic odors/gases from the Yacht. The Company may take the necessary measures in order to eliminate any of the above and similar situations that the Yacht Owner may have contributed toward or failed to prevent through their actions or lack thereof and all charges will be borne by the Yacht Owner as a result.

E.2.10. Yacht Owner is obliged to take all the necessary measures to avoid occurrence of fire and to keep the fire extinguishing devices on board the Yacht as determined by the relevant legal regulations and have each of them registered. At least one fire extinguisher must be available in a visible and easily accessible place on board.

E.2.11. In case of emergencies within the Marina such as fire, rise of water, storm, terrorist attacks, etc., Yacht Owners shall act in accordance with the instructions of the Marina Management, and they and their crew agree and undertake to provide all help required.

E.2.12. In addition to the information indicated in the contract, Yacht Owners and captains are required to leave their emergency contact information, destination, any relevant addresses, phone numbers etc. when leaving their Yacht in the Marina for a period exceeding 1 day. If there are any expected or potential operations to take place during their absence, they must leave a spare key to their Yacht and share any information regarding entering their Yacht to the Marina Management personnel against signature. The Management shall not be held liable for any damages and losses that may occur while they key is in the Management's possession, except for damages directly resulting from any misconduct of its own staff. Keys and access will not be granted to Third Parties without explicit permission from the Yacht Owner/Captain. The Management is entitled to use the empty mooring/parking space when the Yacht is not in the docking area of the Marina and generate income from it.

E.2.13. For those Yachts that have no waste water tanks, it is forbidden to use toilets and bathrooms in the Yachts as long as they are within the Marina. It is forbidden to wash dishes and clothes within the Yacht or to wash the Yacht with any detergent. It is obligatory that the yacht owner must use WCs, shower groups and cloth and dish washing areas

allocated by the Marina. If otherwise is found out, cleaning fees for polluted areas such as the sea, wharf, port, etc. shall be collected from the Yacht Owner.

E.2.14. No fuel, flammable, toxic or hazardous substances or liquids, paints, chemicals or potential pollutants can be brought into the Marina unless these are preserved in safe, impermeable and durable containers. The Yacht Owner is to comply strictly with all regulations, local laws and rules on this issue, to follow associated good operational practices and to act in conformity with the guides and principles prepared by the manufacturer and Health & Safety policy of the Company. The containers kept must be lashed in properly-drained and ventilated areas, and must be insulated when used. No chemical substances can be pumped into the Marina and the sea. In case there are flammable or explosive substances on board, their types and quantities shall be further reported to the Company.

E.2.15. Yachts cannot perform radio, phone, television and internet broadcasts in the Marina.

E.2.16. Demands for duty-paid fuel can only be met by the fuel stations located in the Marina. If the Company cannot supply fuel by its own means, entry of fuel outside shall not be permitted except for the supply of special consumption tax-free or duty-free fuel. It is obligatory that transporters that bring duty-free fuel and that have entered into an agreement solely with the Company hold third party liability insurance within the limits set by the Company. The Company shall not permit the access of, and supply of fuel by transportation vehicles that do not hold effective and adequate third-party liability insurance within the borders of the Marina.

E.2.17. The Yacht Owner shall be directly, severally and jointly responsible for the behaviors and acts of the Yacht Crew and anybody falling within the definition of Yacht Client directly in respect of their own Yacht, and for the indemnification of any damages or losses that these people may cause on the Company and personnel, other Yachts and crew and third parties in the Marina.

E.2.18. The Yacht Owner cannot perform commercial sales of yachts. Such sales shall be permitted only if it is not a part of a business or trade but is performed between persons. The Yacht Owner may sell their Yacht in the Marina provided that the Yacht Owner themselves or their representative shall be present while the yacht is shown to potential buyers. The Yacht Owner cannot hang a for-sale sign or any similar sign on the information board or on any area of the Marina without receiving prior written consent from the Company.

E.2.19. If the ownership of Yacht, which has an applicable Contract with the Company, changes, the former and/or the new Yacht Owner is not entitled to request any refund from the Company for the remaining days of the Contract, if any. The Company is free to execute or refuse to enter into a Mooring Agreement with the new Owner at its own discretion. If the Company approves to execute a Contract with the new Yacht Owner, then the new Yacht Owner is obliged to execute a new Contract with the Company immediately (within maximum 7 days). Otherwise, the former Yacht Owner agrees and undertakes that they shall be liable for any issues that may arise in connection to the Yacht or its new Owner.

E.2.20. Mooring and Dry Berthing Contracts are applicable only for the Yacht listed in the contract, and cannot be assigned to any other Yacht.

E.2.21. The Contracts are valid between the dates indicated in the Contract. The Contract may be automatically extended for matching terms through mutual agreement 15 days prior to the expiry of the term thereof upon the request of the Yacht Owner. The Marina reserves

the right to refuse Contract renewal.

E.2.22. The personnel to be appointed by the Company is entitled to access the Yacht in all extraordinary and emergency situations where it deems it necessary for the safety of Yacht, in order to be informed in a timely manner about dangerous situations which may arise in the Yacht and to take actions such as re-mooring, untying, changing position, maneuvering, lifting, launching and salvaging, and other actions that are not listed herein. When such services are provided, the Yacht Owner shall pay fees for the operations performed by the Company. It is fully at the discretion of the Company to evaluate in which cases the measures which are listed and not listed herein are to be taken.

E.2.23. The Marina and Yachts cannot be used for commercial purposes unless the Company gives a written consent before or during the contract.

E.3. LAUNCHING- LIFTING

E.3.1. Loss and damage caused by events such as the breaking of decayed or weak parts of the Yacht or separation of the drop keel from the keel or vice versa during the transportation of the Yacht on water or on a carrier with the help of a travel lift to the places on the boatyard, or transportation from the places on the boatyard or on the carrier to the sea or to another carrier are not covered by the scope of the Financial Liability Insurance and are not under the responsibility of the Company.

E.3.2. The Company shall guarantee and be responsible for any kind of loss and damage which may arise from insufficiency and/or failure of the travel lift used during launching or lifting of a Yacht in scope of a boatyard service or of a Yacht carrier used during its change of place and insufficiency, error or negligence of the Company's personnel controlling such vehicles provided that it is to be finalized by court decree that such loss or damage is due to the fault of the Company.

E.3.3. Following the launching or lifting procedure, the Yacht Owner is considered to have taken delivery of the Yacht. If the Yacht is placed over a carrier, the Yacht Owner is obliged to take all the necessary measures to keep the yacht in a balanced and secure manner on the carrier. If, after the launching operation starts and wooden boat supports are removed, anything prevents the Yacht from being launched to the sea or placed over the carrier except due to a fault of the Company (if it is discovered that the yacht makes water after the launch, or any situation that requires a repair on the underwater body of the vessel, etc.), the Yacht Owner agrees, represents and undertakes to pay any additional costs charged for the time the yacht is kept on the travel lift and/or for the action to be taken to eliminate such preventing cause.

E.3.4. The Yacht Owner shall take all necessary measures to make sure that no personnel is present onboard of the Yacht during and after the yacht is hoisted up, launched, lifted and transported with the help of the travel lift or carried via a Yacht carrier, they will ensure that there are no extensions such as shroud wires that might touch the upper beam of the travel lift and they will bear the responsibility for all damages and losses which may arise due to the loosening and removal of connections of such extensions, reassembly thereof at the end of the operation, and any deficiencies or faults that might occur during such operations.

E.3.5. The Company cannot be held responsible for any failure or interruption in the lifting operation as a result of unfavorable environmental conditions (wind speed, sea condition, sea water level, airglow etc.) and/ or unforeseeable technical conditions.

E.3.6. The Yacht Owner is obliged to assure that the degree of inclination and trim of the yacht is 0 (null) before the lifting operation starts.

E.3.7. The Yacht Owner is responsible for bringing the Yacht to the dry dock and mooring it

appropriately in readiness for the lifting operation following the Company's approval and confirmation that it is their Yacht's turn to be lifted. If it is not possible to bring the Yacht to the hauling slipway on time on their own, the operation can be performed by the Company in which case the Yacht Owner agrees and undertakes to pay the fee for such service.

E.3.8. Following an approval by the Company that it is the turn of the related yacht for launching, it shall be the Yacht Owner's responsibility to leave without waiting for the jetty after launching of the Yacht. If it is not possible to take the Yacht out of the jetty with her own capabilities, the operation can be performed by the Company, in which case the Yacht Owner agrees, represents and undertakes to pay the charge of such service.

E.3.9. The area where the yacht is to be parked shall be determined by the Company in accordance with the information provided by the Yacht Owner in the Boatyard Contract. If the Yacht is to be launched prior to the date and time specified in the lifting contract, per the Yacht Owner's request, and if this means that other yachts need to be relocated for the operation to be carried out – provided that there are no physical obstacles hindering the operation – the Yacht Owner must pay a fee prior to the operation for the service itself as well as the trouble of relocating other yachts to accommodate his request. If the Yacht is to be launched after the date specified in the Boatyard Contract and it happens to be located in a place that impedes the Lifting and Launching of other Yachts, the Marina Management reserves the right to change it. For this reason, the lifting operation carried out is charged to the current account of the Yacht Owner and registered as debt. If the Yacht cannot be relocated for any reason resulting from the Yacht Owner's negligence, the Yacht Owner shall be held liable for all costs and damages that other affected Yachts as well as the Company must bear as a result. In addition to the terms mentioned above, the Company reserves the right to change the place of a Yacht when and where it deems necessary without informing the Yacht Owner. No cost is charged in such cases. In view of this fact, the Yacht Owner shall provide the Company with any potentially useful information in writing for such unexpected instances as a precaution.

E.3.10. Dry Berthing, Lifting & Launching Contracts are by no means lease contracts, and cannot be assigned to others. The Contracts shall be signed mutually by the Marina administration and the Yacht Owner and be effective for such period specified thereon.

E.3.11. The Yacht Owner shall take into account the details of the hauling system to be applied and the suitability of the Yacht for this process in terms of construction, equipment and any other aspects, the compliance of the principles and criteria determined by the Yacht manufacturer Company regarding its hauling/towing/lift and launch for the Yacht, and shall warn the Marina Management in writing of any potential risks and issues that could arise during the operation before the hauling begins. All kinds of damages and losses that may arise due to the failure of the Yacht Owner to take these matters into consideration and failure to inform the Management in a timely manner belong to the Yacht Owner. The advance payment or fee collected by the Management for this operation shall not be refunded.

E.3.12. The Yacht Owner will ensure that any pollution and waste created by the Yacht have been cleaned before the yacht is to be launched, and that the Yacht is ready - fully equipped and fitted - and capable of leaving the boatyard area immediately after launching into the sea. In the event that these requirements are not fulfilled, the Management reserves the right to refuse to carry out the operation and all kinds of damages and losses that may occur belong to the Yacht Owner.

E.3.13. The Company cannot permit the access of vehicles such as a crane, etc. which are brought from outside the Marina in order to provide lifting and launching services. If the

Marina Management does make such an exception, the service fee for this operation shall be estimated by the Company and recorded as revenue for the Company after a certain amount to be determined by the Company is deducted from the lifting and launching service fee.

E.3.14. The Marina Management will ensure that they assign the best and soonest possible time slot for the lifting/launching/relocating of a Yacht per the Yacht Owner's request. Any expenses related to these operations shall be paid by the Yacht Owner.

E.3.15. The Launching – lifting price and mode of payment are as indicated in the Launching - Lifting Contract. Principles of this regulation are integral parts of the Launching-Lifting Contract.

E.4. USE OF THE DRY BERTHING SITE

E.4.1. The Company may allocate a place on the site called as the dry berthing area. Allocation of a site and launching – lifting procedures depend on the condition that the Boatyard Contract must be signed and the requirements must be fulfilled.

E.4.2. The Yacht Owner, Crew, Subcontractors and Clients are prohibited to have overnight stays except for special circumstances deemed appropriate by the Company and hours designated for the Dry Berthing Area.

E.4.3. It is prohibited to supply electric power, other than the power that the Company supplies, to any Yacht in the boatyard when no relevant staff (Yacht Owner, Crew, Subcontractors and Clients) is on board or at night. The Yacht Owner shall take all the measures in that respect under their sole responsibility.

E.4.4. All kinds of weak points to be taken into account when placing the yacht on wooden boat supports and wooden keel support blocks should be notified to the Company by the Yacht Owner in writing before the dry dock operation. Otherwise, any kind of loss and damage which shall occur shall be met by the Yacht Owner.

E.4.5. It is forbidden to operate vibrating machines such as engines and generators, to perform any similar actions, to set sail, or to leave the sail wrapped in open equipment while the Yacht is in the boatyard. It is the Yacht Owner's responsibility to take all necessary safety measures against the partial or complete opening of the sail spontaneously due to weather and other conditions and the dangers this may pose.

E.4.6. If a great amount of weight is to be added or reduced from the Yacht that lies on the boatyard, then the Company should be informed and its written permission obtained. Such operation can be performed after the written consent is obtained provided that Yacht Owner bears all the responsibility.

E.4.7. Wooden boat supports and wooden keel support blocks that help to support the yacht on the boatyard are placed and replaced only by Company personnel. It is dangerous and forbidden to replace wooden boat supports, wedges and wooden keel support blocks or to remove the lateral supports between wooden boat supports and wooden keel support blocks by persons other than Company personnel, thus, the Yacht Owner/Yacht Crew/Yacht Client or their subcontractor shall be responsible for any damage and loss that may arise as a result.

E.4.8. It is dangerous and forbidden to attach winter tent ropes or other connections that might lead to the imposition of a force to the wooden boat supports, or to hang chains and similar weights on the lateral supports.

E.4.9. Yacht hull washing services for lifted yachts are obligatory only if required by the Company and can only be provided by the personnel and using the Company's equipment in an area determined by the Company, and the price thereof is paid in advance.

E.4.10. It is forbidden to pour, place or to discharge any type of waste, residual oil and similar materials, to the sea or on and around other facilities from the yachts on the boatyard. The Company shall immediately take actions to ensure official bodies to perform necessary procedures on persons causing such a practice. The Yacht Owner shall pay a cleaning fee two times higher than the expense items such as labor force, consumables, equipment rental, etc. to be incurred by the Company in order to eliminate the pollution caused thereby.

E.4.11. The Company is not obliged to find necessary scaffolds for works organized by the Yacht Owner. Any materials on the boatyard such as scaffold, trestle, plank, etc. are primarily at the disposal of the Company.

E.4.12. If the Yacht Owner plans to set up a roof (tent) on their Yacht, they must submit their request to the Company for authorization prior to carrying out any operation in the boatyard area. They are also required to sign a letter of commitment prepared by the Company. The Company reserves the right to refuse the authorization of setting up of a roof (tent). The Yacht Owner is responsible for the construction quality and installation safety of the roof (tent) as well as any loss and damage suffered by the Yacht and third parties due to such procedure. The fee for the additional area taken up by the roof/tent will be calculated by multiplying the total area covered in m² and the time spent inside/under the tent. The determined fee shall be paid in advance by the Yacht Owner.

E.5. MAINTENANCE – REPAIR AND SUBCONTRACTING

E.5.1. If the Yacht Owner chooses to employ their own staff for the maintenance and repair of their yacht, instead of the Marina's personnel and contractors - any loss and damage resulting from their maintenance-repair and manufacturing work shall not be the responsibility of the Marina as it is not covered by the scope of the Company's Financial Liability Insurance.

E.5.2. Any kind of loss and damage which may arise during the execution of maintenance – repair works of yachts by the Company's personnel or subcontractors are covered under the Company's Financial Liability Insurance and the Company will assume responsibility. However, if it is established that the Yacht Owner or their personnel contributed to the resulting loss and/or damage, the Company's liability will be determined accordingly.

E.5.3. The Yacht Owner is obliged to take all the necessary measures to avoid occurrence of fire during maintenance-repair works on board the Yacht. It is strictly forbidden to keep explosive substances on board. The Yacht Owner will avoid bringing dangerous materials such as LPG cylinders onto yachts and/or keeping highly flammable substances on board. The Yacht Owner agrees and undertakes in advance to assume any kind of loss and damage which shall arise if they do not comply with these safety requirements.

E.5.4. Any pollution caused by the repair-maintenance works carried out by the Yacht Owner themselves/authorized persons/their employees shall be cleaned by the Yacht Owner or their employees within the same day. If it is discovered that the Yacht Owner failed to clean up, they shall be fined accordingly as determined by the Company. Additionally, the Marina Management may clean up using its own resources or procure services from a subcontractor if the Yacht Owner fails to do so themselves or if the level of cleanliness still isn't up to the Marina's standards. In this case, all and any costs that arise shall be borne by the Yacht Owner immediately.

E.5.5. During any hot works organized by the Yacht Owner such as wood, paint, varnish, welding, grinding, sanding, scraping, etc. on board, all necessary measures must be taken to prevent other yachts and facilities from being polluted and damaged. Any works which are

found to be performed without any such measures taken shall be interrupted by the Company. Any damages shall be ascertained via a detailed report and the total damages shall be immediately indemnified by the Yacht Owner who is at fault.

E.5.6. The Yacht Owner, captain, subcontractors and 3rd parties are obliged to comply with all kinds of additional decisions that are not included in the operating principles in terms of general safety and occupational safety, but which will be put into effect as needed. If they fail to comply, they shall be jointly and severally liable for the consequences that may arise.

E.5.7. Any subcontractors hired by Yacht Owners for the maintenance and repair of their Yacht are subject to approval by the Marina Management, in which case they will be issued a "Temporary Entry" card for which they must sign.

E.5.8. It is prohibited to carry out any kind of noise- generating or polluting work related to maintenance- repair at sea. Without the prior written permission of the Company, no work other than simple routine repair and maintenance work may be carried out on any Yacht by the Yacht Owner, captain, crew, family members or subcontractor as long as it is in the Marina. Those who are allowed to perform any repair and maintenance work in the Marina are obliged to submit a copy of the 'Third Party Liability Insurance' policy to the Company before commencing such works. If the Company does not find the amount and scope of coverage sufficient, the work in question cannot be started, and if permission has already been granted, it will be cancelled.

E.5.9. The yacht owner is not allowed to use subcontractors that are not approved by the Company. If the Company approves the subcontractor, they will be charged an entrance fee and/or commission against a work permit. Information on external subcontractor entry conditions and fees is also regulated in the Subcontractor Agreement. This rule applies to both the dry dock and the sea area.

E.5.10. The authorization and approval of a subcontractor by the Company does not give rise to the responsibility of the Company for any damage and loss arising from the services provided by the subcontractor.

E.6. TERMS AND CANCELLATION OF THE RESERVATION

E.6.1. A reservation made by the Yacht Owner will become final upon the Marina Management's confirmation once the advance payment is received and registered in the Marina's records. The advance payment amounts to 50% of the total price of service to be received. For requests notified 30 days or less prior to arrival, the amount of advance payment is the total mooring price.

E.6.2. The Marina Management will charge additional fees for service days exceeding the reservation period.

E.6.3. Reservations made cannot be transferred to another Yacht.

E.6.4. In the event that there are inaccuracies in the information provided by a client in the reservation details, the Management reserves the right to cancel or update the reservation without refunding the deposit.

E.6.5. In order to transfer the reservation to another year, the Company must be notified in writing at least 90 days before the start date of the original reservation. In this case, the acceptance of the reservation lies entirely at the Company's discretion. If the reservation is cancelled, then the following rules shall apply for refunding of the advance payment:

i. If the reservation is cancelled 90 days prior to the effective date of the contract, the advance payment is refunded in full.

ii. If the reservation is cancelled 90 – 60 days prior to the effective date of the contract, 75% of the advance payment will be refunded.

iii. If the reservation is cancelled 59 – 31 days prior to the effective date of the contract, 50% of the advance payment will be refunded.

iv. If the reservation is cancelled 30 days or less prior to the effective date of the contract, then no refund is available.

E.6.6. The amount to be refunded shall be calculated according to the Central Bank foreign exchange buying rate on the date that the advance payment is received. Any bank charges shall be deducted from this amount.

E.6.7. The refund will be issued using the same method used to make the payment.

E.7. PRICING AND PAYMENT OBLIGATIONS

E.7.1. Yacht owners, captains or yachtsmen using the Marina pay the fees for all services provided to them and their yachts in accordance with the price tariff approved by the Turkish Ministry of Culture and Tourism. These fees are re-determined every year in accordance with the relevant regulations.

E.7.2. Some of the prices for basic and supplemental services provided by the Company are mentioned in the Marina's fee tariff list. It is not obligatory to indicate all applicable prices in the printed price list; Yacht Owners agree and undertake to pay such prices within the period and under the terms stipulated by the Company.

E.7.3. Water, electricity, shower/toilet, safe custody, and communication services such as telephone, fax, internet connection, mooring boat and pilot services taken for the Yacht for arrival at and/or departure from the Marina through the sea, and car park services can be provided only by the Company at charge or free of charge, for definite or indefinite periods of time to the extent the capabilities permit in accordance with the general policy of the Company. The Company shall not bear any liability against the Yacht Owner other than those written in aspect of quality and quantity of supplemental services and prices applicable for such services. Yacht owners can benefit from supplemental services at charge through advance payment system.

E.7.4. The Mooring Fee; is calculated based on the Full Length (LOA), Breadth (B.max) of the boat and the unit price based on the tariff set by the Company and conditions valid on the day that the relevant contract is signed.

E.7.5. Lifting and Launching fees shall be calculated based on the Overall Length (LOA) and Breadth (B.max) and the type of equipment (Travel Lift/Cradle etc.) The price is calculated based on the unit prices and conditions valid on the day the relevant contract is signed. The fee determined as a result of this calculation is collected in advance. The Lifting-Launching process is calculated as one whole operation. If either the lifting or launching part of the operation will not need to be carried out, the fee will amount to half of the full price and must be paid prior to executing the operation.

E.7.6. All contract prices and service fees of the Company are accrued in Euros (€) as specified in the official price tariff and payments are calculated in €.

E.7.7. The mooring fee is calculated based on the contract period declared on the mooring contract. The Yacht Owner accepts and undertakes in advance that the mooring fee for the mooring period will be calculated based on the daily price tariff in the Marina's price list for Yachts for which the mooring fee has not been paid in advance by the Yacht Owner or for which the contract has not been executed or renewed. If the Lifting and Launching service fee is not paid prior to the operation, the Management will not provide the relevant service. The Yacht Owner agrees and undertakes in advance that the Management cannot be held liable in any way for any loss or damage incurred by the Yacht and/or the Yacht Owner for this reason. In the event that VAT and/or other taxes are added, increased or decreased, the

Management reserves the right of recourse against the Yacht Owner in accordance with the principles stated in this article. In this context, the accrued stamp taxes shall be paid in advance by the Yacht Owner.

E.7.8. The Yacht Owner is obliged to pay any outstanding debt they may have towards the Company before their Yacht is launched into the sea. Otherwise, the Yacht Owner shall be liable for any kind of loss and damages incurred by the Marina resulting from the failure to launch the Yacht.

F. GENERAL RULES

F.1. Security at the Marina is uninterruptedly provided by means of specially trained private security personnel employed by the Marina's subcontractor company. Security guards are authorized to intervene within the scope of their job profile when necessary to maintain order and safety at the Marina.

F.2. Any and all risks arising from the use of the Marina, except for the fault and intentional act of the personnel employed by the Marina, belong to the User/Yacht Owner. It is the Yacht Owner's sole responsibility to ensure that the Yacht and/or the equipment, materials and vehicles in its registered or unregistered inventory are protected against all kinds of weather, sea conditions, theft, loss and damage. Any material or moral loss and/or damages that may occur due to events beyond the scope of the Company's Business Liability Insurance do not fall under the Company's responsibility.

F.3. The Company is not responsible and may not be held accountable for any material and immaterial loss and damages caused by third persons who enter the marina.

F.4. No one can enter the marina security area without permission, except for those who are authorized to do so by the Marina Management (vehicle and/or person) and those who have an entry card issued for the security area.

F.5. However, individuals, legal entities, land vehicles and marine vehicles and their users that are found to have acted in breach of the terms hereof, whether in possession of an entry card or not, may have their access to the Marina revoked and refused and may not be provided services as per the discretion of the Management. The COMPANY cannot be held responsible for any loss and damage which may arise as a result of this ban.

F.6. Keeping pets within the Marina is subject to written permission by the Management following presentation of necessary documentation required by the Management. The types of pets allowed in the marina shall be further indicated by the Marina Management. Domestic pets are prohibited from being left unattended in common areas and without a collar and leash. The pet owner is responsible for cleaning up after their pet and will be held responsible for any physical damage or loss caused to the Marina, the environment or any harm done to persons in the Marina. Animals which cannot be kept within the bounds of the Owner's Yacht shall not be brought into the marina. The Management may withdraw its permission at any time if the above rules are not followed.

F.7. Individuals under the age of 18 are the responsibility of their parents within the Marina.

F.8. Individuals who cannot swim are not allowed to wonder on the docks, piers, ports and/or moored Yachts without a life jacket.

F.9. All individuals using the Marina undertake that they shall not operate any engine or tool which generates sound, light, visual pollution and noise, not use TV, radio, tape, wireless and telephone devices at a high volume, not perform acts which are not in compliance with the public code of conduct, they shall not allow unattached halyards and sail covers to disturb others at the Marina. Operating generators, their working times and

durations of operation are subject to the authorization of the Marina Management.

F.10. It is forbidden to swim, dive, fish, surf or to use water skis, jet skis, or similar seacrafts in the Marina.

F.11. It is forbidden to keep and store personal belongings, boats, boat accessories, bicycles, rafts, platforms, trailers, dinghies, tents, trailers, caravans, etc. and similar equipment except where indicated by the Management within the Marina and especially on floating jetties, fingers, quays, dry dock sites and parking lots. However, the Management may allow such equipment to be temporarily left in special circumstances. All such property left without permission will be removed to the storage of the Management and the Yacht Owner will be charged storage and transport fees. The Management is not responsible for the loss, theft or damage of such property.

F.12. No bare light and heating sources can be used inside the Marina (except for the normal lighting installations inside the yachts and the stoves kept for cooking), barbecues etc. and any type of fire cannot be lit. It is obligatory that the installations of the yachts to receive electricity from the Management must be according to reasonable norms, and those using heaters and similar devices must use cables according to the ampere rate. Only special electrical cables and adapters approved by the Management shall be connected to the electrical installation in the Marina. The Parties agree that the cables connected to the electrical appliances inside the yacht must be laid out by the Yacht Owner in a safe and professional manner.

F.13. It is forbidden to dispose of waste materials (bilge, sewage, waste oil, batteries, oil filters, organic wastes, recyclable wastes, etc.) outside the areas (land - sea) designated for this purpose by the Company within the boundaries of the Marina. The method of waste disposal is specified in the relevant regulation. In the event of lack of compliance with these rules, the Company shall charge the Yacht Owner a pollution fee in accordance with the criteria and tariff determined for penalty fees by the Istanbul Metropolitan Municipality Marine Services Unit which are ascertained and updated annually. The Company shall also report the issue to relevant official bodies. If the Marina Management deems it necessary, it may unilaterally terminate the Contract of the Yacht Owner and the fees paid for the remaining period of the contract will not be reimbursed to the Yacht Owner.

F.14. It is forbidden to wash and dry laundry, dishes, sails, canvas, tarpaulins, inflatable boats in areas other than those designated for this purpose in the dock, wharf and other open common areas within the marina.

F.15. Marina users are obliged to fulfill the requirements of the Company in order to ensure that the Marina operates effectively and safely.

F.16. No person can reside temporarily or permanently on board the Yacht or in any other area of the Marina without prior written permission of the Marina Management.

F.17. Marina users are obliged to comply with the rules set by public authorities.

F.18. If any damage is caused by a yacht or vehicle to the Marina, the machinery or equipment of the Marina or any Yacht or vehicle within the Marina, the Owner or user of the Yacht or vehicle causing the damage shall immediately notify the Management of the situation. In such cases, the compensation of the damage and loss shall be directly and immediately borne by the Owner of the yacht or vehicle that caused the damage.

G. USE OF LAND VEHICLES

G.1. The Marina Management determines the speed limits within the marina and displays the speed limits on written signs and/or on the roads in areas where users can easily see

them. In cases where there are no signs, the maximum speed limit is 10km/h. If users fail to comply with this speed limit, they and their vehicle will be banned from entering the Marina and their entry cards will be cancelled.

G.2. The standard of the vehicles to enter the marina are determined as passenger cars. Where necessary, the entry of other vehicles is subject to the permission of the Company.

G.3. The Company is not obliged to provide parking for all users who enter and use the Marina; the Company reserves its right to restrict the parking area when required.

G.4. Vehicles entering the mooring area of the Marina must have entrance permissions, with their license plate numbers given to the Management beforehand.

G.5. Vehicles in the Marina may park in areas allocated as parking lots by the Company, vehicle owners shall pay all applicable fees to be determined and announced for this purpose and comply with all the rules set out to maintain the order of land traffic. The Company reserves its right to perform necessary actions to remove vehicles parked in defiance to Marina Management rules, fully at the expense of the vehicle owner.

G.6. Entrance of private vehicles into the Boatyard Site is prohibited. Such entrance may be allowed only in exceptional circumstances that make it essential for a vehicle to enter, such as for loading and unloading purposes. The decision to allow such exceptions lies entirely at the Company's disposal.

G.7. If the parked vehicle is to be left unattended at the marina for more than 24 hours, the key and car manual must be left with the Management by the vehicle owner during business hours of the administrative office in order to ensure that the vehicle can be relocated if/when necessary.

G.8. The Company has the right to enter a vehicle or to remove it using a crane or other means if it deems necessary. The Management has the right to enter a vehicle using force, if necessary, to deactivate an alarm that has been activated for more than 30 minutes. In this case, the owner of the vehicle shall cover the costs incurred by the Management for any actions taken before removing the vehicle from the Marina.

H. TERMINATION

H.1. All rules imposed by the Company are to be fully accepted and complied with for as long as the Yacht Owner and their equipment/vehicles stay in the Marina. If the behaviour and practices of the Yacht Owner or persons under their supervision do not comply with the provisions of the Operation Regulations, this shall constitute a breach of contract in which case the Company reserves the right to terminate the Contract(s) unilaterally without serving any notice or warning and without granting any extension period. In such case, any fees paid in advance shall not be refunded. The Company shall reserve its right of indemnity. The Yacht Owner and Users of Commercial Units shall have no claim for any rights or indemnities due to termination resulting from their breach of contract.

H.2. Until the Yacht Owner pays their outstanding financial debts to the Company arising from any lease, storage, usage fee, commission, mooring fee, business or service in relation to any property belonging to the Yacht Owner, the Company, with its unilateral declaration of intent, may exercise its right of retention over the Yacht or other goods without requirement for any notice, warning or extension period or any court decree, judgment or judicial decision; and if the Yacht is sold while in the Marina, the Company may refuse to let the new Owner access the Yacht and depart from the Marina until the mentioned debts are settled.

H.3. In the event that the Contract expires and the Yacht Owner notifies the Company that they will not be renewing the Contract, or if it is terminated by the Company unilaterally,

the User is obliged to leave the Marina with all their equipment and vehicles on the day of expiry. Otherwise, the Yacht Owner shall pay an indemnity of 4 € (euro) per square metre of the area value of the Yacht for each following day that they themselves or any of their equipment or vehicles remain in the Marina in addition to the standard fee amount specified in the Contract.

H.4. In the event that the Contract is terminated as a result of a breach of these rules or if it is terminated by the Yacht Owner and Commercial unit user without any valid grounds prior to the expiry of the Contract, the Yacht Owner shall settle any losses and damages incurred by the Company due to their breach and any other debts owed to the Company at the date of termination of this Contract as per this article. The Company is entitled to set off any damages incurred due to termination against the contract fee amount received in advance or down payments and deposits. If there is a balance remaining after the offsetting process, this balance amount will be paid to the Yacht Owner 6 (six) months after the Yacht Owner's vehicles and equipment have left the Marina.

H.5. The Marina Manager may prevent the Yacht to leave the Marina by obtaining a departure ban from the Harbourmaster exercising the right of retention as per article 950 of the Civil Code, until the Yacht Owner pays their outstanding debt.

H.6. If the Yacht Owner unilaterally terminates the contract at their own discretion after the contract is approved by the Parties, the Company reserves the right to refuse to refund the amount paid in advance for the remaining period of the contract.

H.7. In case of force majeure, the Management may terminate the Mooring Agreement and any other agreements by notifying the Yacht Owner. Force majeure shall be deemed to exist in the event that the Marina is damaged or its operation is interrupted or affected in such a way that it cannot continue to provide Mooring or any other service. In case of such termination, the Management shall reimburse the fee amount for the remaining period of the contract to the Yacht Owner.

I. MISCELLANEOUS

I.1. Titles of the articles are solely for reference and do not constitute any rule.

I.2. All users of the Marina agree and undertake in advance to comply with all the rules of the Management, whether or not specified in this regulation, and with the general and special conditions to be set and/or amended by contracts such as yacht mooring and boatyard contracts when deemed appropriate.

I.3. The Management reserves the right to make any amendment to the aforementioned terms if it deems necessary for the safe and efficient operation and management of the Marina. Such amendments and additions shall become valid and effective after being notified to the Yacht Owner. Notifications made pursuant to these rules shall be deemed to have been served to the Yacht Owner personally if they are; posted on the Marina's website, sent via e-mail to the Yacht Owner's electronic correspondence address as stipulated in the Contract, posted/attached in a visible place on the Yacht, sent via registered post or courier service to the address indicated in the Contract, or any address notified by the Yacht Owner to the Company thereafter (or in case of a legal entity – to its registered business address).

J. NOTIFICATIONS

Notifications regarding legal procedures shall be served to the address indicated in the contract for Yacht Owners/Marina Users of Turkish nationality, while notifications addressed to foreign Yacht Owners of foreign-flag Yachts shall be served to their yachts

as the Marina where their Yacht(s) is/are moored constitutes their actual residence.

K. DISPUTES

K.1. This Regulation is governed by the Laws of the Republic of Türkiye. Central Courts and Enforcement Offices of Istanbul shall be the competent authority in case of any dispute which may arise from the execution and implementation of these rules. Commercial ledgers and records of the Company shall be considered as conclusive, exclusive, and final evidence as per article 193 of the Code of Civil Procedure in settlement of any disputes. This article is in the nature of an evidential contract.