REGULATIONS CONCERNING OPERATION OF KAŞ MARINA

PART 1: DEFINITIONS

Article 1- The following terms used in this Regulation shall have the following meanings assigned to them:

a. "KAŞ MARINA" refers to the following marina which is operating under the partnership of Setur Marinas and Makyol Group Companies.

b. "MARINA ADMINISTRATION" refers to the company known as MAKMARIN KAŞ MARINA İŞLETMECİLİĞİ TURİZM TİCARET AŞ which is addressed at Uğur Mumcu Caddesi Bucak Denizi Acısu Mevkii, KAŞ Marina, 07580 Kaş, Antalya and also mentioned in the "Marina Mooring and/or Lifting/Launching Land Storage Contract which these regulations are taking part as attachment.

c. "MARINA SECURITY AREA" refers to piers, wharfs, moles, slipways, hard standing areas, fuel station and places where boats are moored and separated from the public area by a security fence and/or railing and/or garden design.

d. "MARINA" includes both the onshore and offshore area of all the MARINA FACILITIES at a particular location.

e. "BOAT" means any marine vessel, which is described as a boat, yacht or similar vessel in the measurement and tonnage certificate or registration document.

f. "BOAT OWNER" refers to the person(s) or corporate body or bodies, who are described as the "Ship owner" in the Boat's tonnage certificate or registration document. In the case of a Captain or any other person(s) or corporate body or bodies, who have been authorized by the Ship owner to operate the BOAT, this or these individual(s) will be assigned the same responsibility as the "BOAT OWNER" under these regulations.

g. "BOAT CREW" means any person (other than the captain, customers and independent contractors providing temporary services for the BOAT), who has been authorized by the BOAT OWNER to be present on the BOAT.

h. "BOAT CUSTOMER/GUEST" means any person, who is brought to or sent by the BOAT OWNER to or the MARINA in order to use the services provided by the BOAT or the BOAT it self partially and/or wholly.

i. "VEHICLE" means any kind of land VEHICLE (including mobile cranes, mobile work machines) which belongs to the BOAT OWNER, BOAT CUSTOMER/GUEST BOAT CREW or any person who has been assigned to work on the BOAT

j. "TECHNICIAN" refers to the TECHNICIANs, persons, technical services who has been brought/sent to the BOAT for maintenance and repair works by the BOAT OWNER upon written or verbal information given to the MARINA ADMINISTRATION

The term "authorized" that took place in the articles "f" and "g" means; the person who holds the documents of the BOAT has a valid authority to sign a contract with MARINA ADMINISTRATION, to receive the official (verbal or written) notifications by the MARINA ADMINISTRATION and to make necessary payments on behalf of the BOAT OWNER. Commands of the **Article** 20 of these regulations remain as it is.

PART 2 : OBJECTIVE AND SCOPE

Article 2- This Regulation lays down principles related to management of KAŞ MARINA, which have been established with a view to providing services for BOATS, BOAT OWNERS and BOAT CREWS in a clean, safe, and peaceful environment.

Article 3- Provisions of this Regulation shall be applicable to all people and marine and land VEHICLES, which will use the KAŞ MARINA.

Article 4- BOAT OWNER him/her self and the persons described by the **Article** 1, shall be deemed to have accepted to comply with the provisions of this Regulation and any decision made by the persons authorized by this Regulation.

PART 3 : LEGAL BASIS

Article 5- This Regulation has been drawn up and issued in accordance with subparagraph A (4) of **Article** 37 of the Law on Promotion of Tourism (Law No. 2634) of the Regulation on Sea Tourism, which was published in the Official Gazette on July 24, 2009.

PART 4 : MAKING USE OF THE MARINA

Article 6- The MARINA may be used by BOATS, BOAT OWNERS, BOAT CREW, and people and companies, who have been authorized by the management of the MARINA ADMINISTRATION provided that any person, company, VEHICLE or marine VEHICLE which have breached the provisions of this Regulation, may be denied access to the MARINA and/or the MARINA ADMINISTRATION

may suspend the services. The MARINA ADMINISTRATION will not be liable for any loss or damage, which may be incurred by the parties as a result of such denial of access or suspension of services.

Article 7- The management of the MARINA ADMINISTRATION may, at its sole discretion, allow BOATs other than private and commercial yachts defined in related **Article** of the Regulation on Sea Tourism to enter the MARINA area.

Article 8- Any BOAT, which will use the MARINA, shall be fully equipped to sail; capable of cruising by using its own equipment; be seaworthy and protected against marine conditions; be free of any substance that could pollute environment and/or equipped with equipment preventing environmental pollution. The management of the MARINA ADMINISTRATION may, at its sole discretion, allow BOATs which are not qualified as mentioned within this **Article** to use the MARINA.

Article 9- A BOAT may maneuver within the MARINA only if the BOAT Captain and each member of the BOAT CREW shall have a valid and adequate seaman certificate and the BOAT OWNER shall be liable for any event that could occur during such maneuvers.

Article 10- Any BOAT, which intends to use the MARINA, shall have a valid and adequate third party indemnity insurance comprising the BOAT OWNER, BOAT CREW, and BOAT GUESTS. Any insurance policy, which will expire within the period specified in the Mooring Contract, shall be renewed by the BOAT OWNER within the specified period. Otherwise, the ADMINISTRATION shall be entitled to terminate the Mooring Contract related to such BOAT and to remove the BOAT from the MARINA.

Article 11- Any BOAT OWNER, who intends to moor his BOAT at the MARINA and use other services, shall enter into a Mooring Contract with the MARINA ADMINISTRATION on or before the date when the BOAT enters the MARINA and present documents confirming that the BOAT has a valid tonnage certificate, seaworthiness certificate and insurance policy and substantiating that he has been authorized to execute the Mooring Contract.

Article 12- Sea Mooring, Land Parking and Lifting and Launching Fees shall be paid in advance. Sea Mooring, Land Parking and Lifting and Launching Fees shall be computed based on the BOAT's full length, beam and the unit prices and conditions prevailing on the date of execution of the related contract. Due to the Lifting and Launching Land Storage Contract, no additional Land Parking Contract will be entered into. But the Land Parking Fee on the tariff shall be paid by the BOAT OWNER. Unit prices and conditions pertaining to Sea Mooring, Land Parking and Lifting and Launching shall be set forth in the price list issued by MARINA ADMINISTRATION. Mooring period shall be determined in accordance with the principle that "minimum daily use shall not be less than 24 hours" and the number of nights spent at the MARINA.

Article 13- In order to determine the BOAT's full length and beam, an authorized representative of the MARINA ADMINISTRATION shall perform measurements on the BOAT in accordance with the criteria described hereinafter. The BOAT OWNER shall permit such representative to perform measurements on his BOAT. Full length is the horizontal distance between the foremost point on the fore of the BOAT excluding bowsprit and the rearmost point on the stern including the swimming platform and excluding davit along the centerline extending between the fore and stern. Beam is the widest distance on the BOAT intersecting the centerline between the fore and stern vertically.

Article 14- Mooring fee shall be calculated based on the contract period specified in the Mooring Contract Where the mooring fee is not paid in advance by the BOAT OWNER, he shall accept and acknowledge that the mooring fee to be charged for the actual mooring period will be calculated according to the daily unit price shown in the price list. If the Land Mooring and Lifting and Launching fee is not paid in advance, the MARINA ADMINISTRATION will not provide such service. The BOAT OWNER hereby agrees and acknowledges that the MARINA ADMINISTRATION will not be liable for any loss or damage that might be incurred by the BOAT and/or the BOAT OWNER due to such refusal to provide services. If VAT, Contract Stamp Duty and/or other taxes are added, increased or reduced, then the MARINA ADMINISTRATION shall be entitled to pass such increases or decreases on the BOAT OWNER in accordance with provisions of this Article. In this respect, all kinds of taxes accrued pursuant to the laws and regulations are paid in advance by the BOAT OWNER. Stamp taxes to be realized are payable by the BOAT OWNER.

Article 15- The Mooring Contract is specific to the BOAT and shall only apply to the specified BOAT. In no case can the Mooring Contract be partly or in whole, assigned to or transferred to any other BOAT.

Article 16- If the BOAT is sold to a new BOAT OWNER, name, surname, full address, contact information details of the new BOAT OWNER together with the official documentation of the sale, documentation of ownership, must be given to the MARINA ADMINISTRATION. The former and/or new BOAT OWNER may not claim refunding of any amount from the MARINA ADMINISTRATION in respect of the remaining term, if any, of the Mooring Contract. The MARINA ADMINISTRATION may, at it sole discretion, decide to credit unused days on the original contract to the new contract. If the MARINA ADMINISTRATION agrees to execute an agreement with the new BOAT OWNER, then the new BOAT OWNER shall promptly enter into a new Mooring Contract with the MARINA ADMINISTRATION. Otherwise, the former BOAT OWNER shall be liable for any resulting problem.

Article 17- A Mooring Contract shall remain in full force and effect between the periods specified in the Contract. A Mooring Contract may be renewed through mutual agreement based on prevailing conditions upon the BOAT OWNER's request 15 days prior to expiry of the original term. The MARINA ADMINISTRATION reserves the right not to renew the Mooring Contract based on its sole discretion.

Article 18- Fees related to all services offered by the MARINA ADMINISTRATION are accrued in the TL currency specified in the

formal price tariff.

Article 19- The BOAT OWNER shall be familiar with laws and regulations governing to entry and/or exit of his BOAT, BOAT CREW, and BOAT CUSTOMER/GUEST to and from the Turkish territorial waters, its navigation on the Turkish territorial waters and presence in Turkey, leaving the BOAT at the MARINA for wintering and/or its de mooring without wintering and his departure from Turkey by a vehicle other than his BOAT and draw up required documents and take all precautions and to inform the MARINA ADMINISTRATION in respect of the foregoing in due time. The MARINA ADMINISTRATION shall not be held liable for any difficulty, or losses which may be experienced by the BOAT OWNER due to such laws and regulations. The BOAT OWNER shall be hold responsible for any judicial and legal fine imposed on the MARINA ADMINISTRATION by public authorities because of any violation of issues referring to the entry and/or exit of his BOAT, BOAT CREW, and BOAT CUSTOMER/GUEST to and from the Turkish territorial waters, its navigation on the Turkish territorial waters and presence in Turkey, leaving the BOAT at the MARINA for wintering and/or its de mooring without wintering and his departure from Turkey by a VEHICLE.

Article 20- The BOAT OWNER shall furnish the MARINA MANAGEMENT with a notice in writing containing details regarding the BOAT Captain and BOAT CREW, who will be employed on the BOAT. Any person, who has not been authorized by the BOAT OWNER in writing, will be removed from the MARINA by the MARINA ADMINISTRATION. The BOAT OWNER shall agree and acknowledge in advance that he will not hold the MARINA ADMINISTRATION responsible for any loss or damage resulting from removal of such person from the MARINA.

Article 21- The BOAT OWNER shall obtain prior approval of the MARINA ADMINISTRATION in respect of any person, company or authorized servicing company, which it will hire to carry out repair, maintenance, etc. of his BOAT. The BOAT OWNER shall complete and sign a TECHNICIAN Access Form and other requested formalities related to access of such persons to the MARINA and pay the TECHNICIAN Access Fee fixed by the MARINA ADMINISTRATION in advance. The BOAT OWNER shall agree and acknowledge advance that he will be liable for any loss or damage, which may be caused by such persons at the MARINA. Any person, who has entered the BOAT without completing necessary formalities, will be removed from the MARINA by the MARINA ADMINISTRATION. The BOAT OWNER shall agree and undertake not to hold the MARINA ADMINISTRATION responsible for any loss or damage resulting from the removal of such persons from the MARINA and to pay an amount equal to twice the amount of the Technician Access Fee related to such person as a fine.

Article 22- The BOAT OWNER has to inform the MARINA ADMINISTRATION in writing about any private and/or legal person and their workers render technical servicing whom he will hire while renting any unit of the MARINA area to carry out works on his boat while he (the BOAT OWNER) is not on board. Such written information shall contain description of the private and/or legal persons who will cary out the work on the BOAT and the period of the intended work. The BOAT OWNER agrees in advance to the MARINA ADMINISTRATION's authority to remove from the BOAT any person who has not been authorized. The BOAT OWNER agrees and undertakes in advance not to hold the MARINA ADMINISTRATION responsible for any loss and damage resulting from the removal of such persons from the BOAT.

Article 23- A part of the fees related to the primary and additional services offered by the MARINA ADMINISTRATION are shown in the MARINA fee tariff. All the chargeable fees may not be shown in the printed fee tariff and the fees related to MARINA services shall be revised depending on the requirements of the MARINA ADMINISTRATION.

Article 24- Besides the basic marina services, water, service pedestal, A.D. Board, telephone, facsimile, Internet connection, and data line and services provided by mooring BOAT and pilotage services used while the BOAT enters and/or leaves the MARINA, diving service, bilge/gray water collection as well as parking places are subject to payment of a specific fee and may be provided within the bounds of possibility. Terms and/or fees charged for such services shall be fixed by the MARINA ADMINISTRATION, which shall have no liability towards the BOAT OWNER in terms of the quality and quantity of such additional services other than those defined herein. Even in the case that providing such services free of charge for certain period, MARINA ADMINISTRATION keeps the rights for applying fees to these services at any time.

Article 25- The BOAT OWNER agrees and undertakes in advance to pay the cost of all services provided by the MARINA ADMINISTRATION for the BOAT and himself, which shall be calculated according to values established by the MARINA ADMINISTRATION, within the period and subject to conditions determined by the MARINA ADMINISTRATION. If the payment ha not been made during the agreed period, the BOAT OWNER hereby accepts that the MARINA ADMINISTRATION may calculate the fees related to mentioned services at the maximum rate, apply certain interest on the fees and to charge such applications at any time on its own initiative and/or that all or part of the services will be quitted.

PART 5 : ALLOCATION OF A MOORING PLACE

Article 26- The MARINA ADMINISTRATION shall allocate a place within the marine area of the MARINA where the BOAT OWNER who has entered into a Mooring Contract, may moor his BOAT. The MARINA ADMINISTRATION shall allocate not a specific place within the MARINA but any place suitable for mooring the BOAT under the Mooring Contract. The MARINA ADMINISTRATION reserves the right to change the mooring place of the BOAT, without notifying the BOAT OWNER, due to a fair and other events or repair-maintenance and investment activities or when it deems necessary. The BOAT OWNER shall notify the MARINA ADMINISTRATION in advance of the condition in which the BOAT is absent from the MARINA for 24 hours or more. Similarly, for the return to the MARINA, the BOAT OWNER shall notify the MARINA ADMINISTRATION at least 24 hours in advance so that the mooring place can be made ready

for mooring. The MARINA ADMINISTRATION reserves the right to allocate the unoccupied mooring place for another boat in the event that the BOAT is not present in the MARINA.

Article 27- The BOAT OWNER shall moor his BOAT only to the place allocated by the MARINA ADMINISTRATION. If the BOAT is moored to a place not allocated to it despite a warning issued by the MARINA ADMINISTRATION, then the Mooring Contract of such BOAT shall be terminated and the BOAT shall be removed from the MARINA. In that case, the BOAT OWNER shall agree and acknowledge in advance that the amount related to the remaining period of the Contract after the date of such termination will not be refunded.

Article 28- The BOAT OWNER cannot allocate for or rent to third persons the mooring place which has been temporarily given to him. Should the BOAT be sold or assigned, the mooring place cannot be assigned along with the BOAT. In the contrary case, the Mooring Contract of the BOAT shall be terminated unilaterally and the BOAT shall be removed from the MARINA. In that case, the BOAT OWNER shall agree and acknowledge in advance that the amount related to the remaining period of the Contract after the date of such termination will not be refunded.

Article 29- A mooring chain and/or rope shall be provided at the berth for mooring the BOAT on sea and the MARINA ADMINISTRATION shall recommend that such chain or rope be tied to the appropriate point on the BOAT in order to ensure its safety. Where the BOAT OWNER prefers to add his own rope to such connection to his BOAT, the BOAT Owner shall be liable for all possible consequences thereof.

Article 30- In addition to the mooring line provided by the MARINA ADMINISTRATION, the BOAT OWNER shall undertake to provide, use and keep under his control all kinds of materials, including ropes and fenders required to moor the BOAT in the sea in a safe manner.

Article 31- The tender, dinghy, jet-ski shall be kept on the BOAT or hanged on its davit. Otherwise, the BOAT OWNER shall enter into a Mooring Contract and pay the fee in respect of the tender, dinghy and jet-ski which he keeps in the sea and places on the pier. In so far, the MARINA ADMINISTRATION reserves the right not to enter into a Mooring Contract in respect of the tender, dinghy and jet-ski. It is prohibited to place on the pier or on other areas in the land the tender, materials and boxes belonging to the BOAT. The BOAT OWNER agrees and acknowledges that the MARINA ADMINISTRATION, without notifying the the BOAT OWNER, may transfer this tender, materials and boxes to a place which it deems appropriate, and he also agrees and acknowledges that he will pay the carriage and the highest fee from the land storage tariff accrued in proportion with the space occupied by this tender, materials and boxes until they are removed by the BOAT OWNER. Provisions of the **Article** 49 are reserved.

PART 6 : RULES TO BE OBSERVED WITHIN THE MARINA AND RULES RELATED TO ACCESS TO AND EGR FROM THE MARINA

Article 32- Anchoring or sailing within the marine area of the MARINA is strictly prohibited.

Article 33- The BOAT OWNER shall inform the MARINA ADMINISTRATION and obtain its approval before his BOAT enters or leaves the MARINA or changes its place in the MARINA.

Article 34- The BOAT OWNER shall be responsible for the dinghy (service boat) owned by the MARINA ADMINISTRATION, which helps his BOAT maneuver within the MARINA. The BOAT OWNER will be liable for any loss or damage that could be caused during such maneuvers.

Article 35- Speed limits to be observed in the MARINA are shown on signs. If there is no such sign, the speed limit is 3 nautical miles per hour for marine VEHICLEs and 10 km per hour for land VEHICLEs. Any BOAT/VEHICLE OWNERs and BOATs/VEHICLEs n complying with those speed limits shall be prevented from entering the MARINA.

Article 36- It is prohibited to carry out any repair, modification or maintenance, which causes pollution and/or disturbance in the MARINA.

Article 37- The BOAT OWNER and the BOAT Crew may provide technical services only for his own BOAT provided that such services comply with this Regulation, Labour Code and work safety rules. In such cases, the working personnel may be required to submit their Social Insurance Institution payrolls.

Article 38- The BOAT OWNER, the BOAT Crew, and BOAT CUSTOMER/GUESTs may not provide services, including repair, modification, maintenance, etc. for other BOATs.

Article 39- The BOAT OWNER shall be solely, jointly and severally liable for any act or conduct of any person, including the BOAT Crew and the BOAT CUSTOMER/GUESTs in respect of his own BOAT.

Article 40- The BOAT OWNER shall be solely, jointly and severally liable for indemnification of any loss or damage incurred by the MARINA ADMINISTRATION and its employees or other boats and their owners and crews and third parties as a result of any act of the BOAT OWNER, BOAT Crew and BOAT CUSTOMER/GUESTs.

Article 41- The BOAT OWNER may not ask the employees of the MARINA ADMINISTRATION and subcontractors, if any, hired by the MARINA ADMINISTRATION, to provide any services not approved by the MARINA ADMINISTRATION.

Article 42- Maintenance and repairs within the MARINA may not be carried out after the work hours fixed by the MARINA ADMINISTRATION.

Article 43- Accommodation in boats put on land during night or day is subject to the approval of the MARINA ADMINISTRATION. Regardless of whether or not the MARINA ADMINISTRATION grants approval, the BOAT OWNER shall be liable for any loss or damage which may be suffered by his BOAT, the MARINA ADMINISTRATION and its personnel, other BOATs and their authorized persons or third parties, resulting from the accommodation in boats put on land.

Article 44- It is prohibited to discharge bilge water and waste water within the boundaries of the MARINA and to dump solid waste and other wastes on any place other than those designated by the MARINA ADMINISTRATION, which shall notify government authorities of any breach of this **Article** for institution of criminal proceedings. If the MARINA ADMINISTRATION carries out work in order to alleviate the effects of such pollution, then all costs and expenses incurred in connection with such works shall be reimbursed by the BOAT OWNER. The MARINA ADMINISTRATION may, at its sole discretion, terminate the Mooring Contract concluded in respect of the BOAT, which has caused pollution and the BOAT shall be removed from the MARINA. In that case, the BOAT OWNER shall agree and acknowledge in advance that the amount related to the remaining period of the Contract after the date of such termination will not be refunded.

Article 45- Water, service pedestal, A.D. Board, telephone and data connections needed by the BOAT shall only be provided by the MARINA ADMINISTRATION. The BOAT OWNER shall supply cables, hoses and similar materials extending between the BOAT and water, service pedestal, A.D. Board, telephone, and data connection points on the MARINA. Connection components like cables and hoses to be supplied by the BOAT OWNER shall comply with the necessary norms and have the waterproof quality so as not to cause electric leakage. It is prohibited to install water, service pedestal, A.D. Board, telephone and data lines for various purposes from the connection points existing on the MARINA and the BOAT without first informing the MARINA ADMINISTRATION and obtaining its approval of safety precautions. The BOAT OWNER shall be responsible for and liable to cover any loss or damage which may occur in noncompliant actions. In case of insisting on such actions, the MARINA ADMINISTRATION shall have the right to cancel unilaterally the mooring contract for the BOAT for sound reasons. The same sanction shall also be applied if such noncompliant actions are done not only by the BOAT OWNER but also by the BOAT CREW, BOAT GUEST, TECHNICIAN and similar persons dealing with the BOAT.

Article 46- The BOAT OWNER shall be responsible for earthing the BOAT at sea and land. The MARINA ADMINISTRATION shall not be liable for low and/or high or fluctuating voltage, power cuts, or interruption of data connection, etc. or any loss or damage resulting from such events. In case the working system and technical peculiarities of the tools and equipments on the BOAT have a negative effect on the services granted by the MARINA ADMINISTRATION, the BOAT OWNER is liable to immediately take measures to resolve such condition. Otherwise the contract may be cancelled unilaterally for sound reasons. Any loss and damage arising thereof shall be compensated by the BOAT OWNER.

Article 47- The BOAT OWNER shall be responsible for protecting all equipment and materials on and around the BOAT against all atmospheric and marine conditions and theft.

Article 48- The BOAT OWNER shall take all kinds of precautions adequate and necessary to prevent infiltration of water into the BOAT due to rain or other reasons. The MARINA ADMINISTRATION shall be under no obligation to discharge water in the BOAT except for services that could be provided upon the BOAT OWNER's written request subject to payment of a specific fee. If the BOAT OWNER shall agree and acknowledge in advance that it will assume liabilities arising from environmental pollution caused by his BOAT while installing water discharge systems in his BOAT and/or requesting services from the MARINA ADMINISTRATION in that regard.

Article 49- It is prohibited to maintain dinghies / tenders, jet-ski, trailers, caravans, poles, booms, private articles, materials, and equipments on any place in the MARINA, especially on piers, wharves, and boat storage areas except for the places designated by the MARINA ADMINISTRATION. Maintaining such materials on the area to be designated by the MARINA ADMINISTRATION shall be subject t the MARINA ADMINISTRATION's approval and a charge may be made according to the space used. The MARINA ADMINISTRATION shall not be liable for loss or theft of or damage to such materials. Provisions of the **Article** 31 are reserved.

Article 50- It is strictly prohibited to set fires and have a barbecue within the boundaries of the MARINA by using any method whatsoever and to fire signal flares, sparklers, firework, etc. No heating process can be performed in the BOAT or within the boundaries of the MARINA without notifying the MARINA ADMINISTRATION, receiving written permission and approval for the safety precautions. No hazardous, inflammable, poisonous and harmful materials, fuels and liquids shall be brought into MARINA unless they are firmly and securely sealed and kept in containers which are guaranteed against leakage. All regulations, laws and rules on this issue shall be strictly complied with. No chemical substances shall be disposed into MARINA or the sea. Should there be inflammable or explosive materials in the BOAT, the MARINA ADMINISTRATION shall be notified of the types and amounts of these materials.

Article 51- Operation of engines and generators within the boundaries of the MARINA and their operating hours shall be subject to approval by the MARINA ADMINISTRATION.

Article 52- It is prohibited to swim or dive or catching fish by using a fishing line or any other method in the MARINA. Waterskiing, windsurfing or jet-skiing and using similar equipment is also prohibited.

Article 53- The BOAT OWNER, BOAT Crew, and BOAT CUSTOMER/GUESTs may not cause noise pollution or use light, display scenes, talk or act in a manner disturbing others in the MARINA.

Article 54- The BOAT OWNER shall take all kinds of precautions to avoid presence of rats and pests in the BOAT and/or emission of unpleasant odors or similar non-hygienic substances from the BOAT. The MARINA ADMINISTRATION may take action to deal with any such problem at the sole cost of the BOAT OWNER if considered necessary.

Article 55- It is prohibited to do the laundry and wash dishes at any place other than those (if any) designated by the MARINA ADMINISTRATION. It is strictly prohibited to wash land VEHICLEs and to perform the repair and the maintenance of these VEHICLEs i the MARINA. Washing and drying sails and tarpaulin is subject to the MARINA ADMINISTRATION's approval and can be performed in the areas to be allocated by the MARINA ADMINISTRATION within the scope of such approval.

Article 56- The BOAT OWNER shall be liable for the loss or theft or damage to personal belongings in his BOAT and for any loss, damage, or accident suffered by himself, his BOAT, BOAT Crew and BOAT CUSTOMER/GUESTs.

Article 57- If the BOAT OWNER intends to leave his BOAT in the MARINA for a long period, then he shall furnish the MARINA ADMINISTRATION in writing with his address, telephone and similar details that may be necessary to contact him in case of an emergency. The BOAT OWNER may leave the key of his BOAT with the employees of the MARINA ADMINISTRATION under a certificate signed by both sides provided that the BOAT OWNER shall also specify the names of other persons holding other keys of the BOAT. The BOAT OWNER shall be liable for any loss or damage, which may result from any event not attributable to the fault or negligence of the MARINA ADMINISTRATION established by a court judgment within the period when the key of the BOAT was held by the MARINA ADMINISTRATION.

Article 58- The BOAT OWNER shall notify the MARINA ADMINISTRATION in writing in advance of the names of persons whom it will authorize to use and/or accommodate and/or run technical service in his BOAT during his absence. In such a case, the BOAT OWNER shall comply with the applicable laws and regulations. The BOAT OWNER shall be liable for any loss or damage incurred by the BOAT, the MARINA ADMINISTRATION and any third party in the MARINA as a result of acts committed by the persons authorized by the BOAT OWNER to use and/or accommodate and/or run technical service in his BOAT.

Article 59- Any dangerous situation, which may develop inside the BOAT when there is no authorized person therein, may be prevented as a result of an intervention taken by the MARINA ADMINISTRATION in good faith provided that it is notified in time and it has capabilities to carry out such intervention. In that case, the BOAT OWNER shall pay a specific amount in consideration of such works undertaken by the MARINA ADMINISTRATION. The BOAT OWNER shall not link with the MARINA ADMINISTRATION the loss and damage wh may be suffered by his BOAT despite the response of the MARINA ADMINISTRATION in good faith.

Article 60- The BOAT OWNER shall take all precautions in order to prevent possible fire; ensure the electricity and fuel systems of his BOAT be in compliance with the safety standards; perform the maintenance of his BOAT; and keep in his BOAT the fire equipment specified in the applicable legal regulations.

Article 61- The BOAT OWNER agrees and undertakes to comply with and ensure that the BOAT CREW will comply with any instruction, which may be issued by the MARINA ADMINISTRATION in the event of an emergency such as fire, storm, etc. in the MARINA and provide any kind of assistance requested of them.

Article 62- Liquid fuel subject to customs duty shall only be supplied at gas stations located in the MARINA. The MARINA ADMINISTRATION will not allow delivery of liquid fuel except for supply of liquid fuel for which no customs duty has been paid (duty-free fuel). The MARINA ADMINISTRATION shall not allow the carriers, which do not have an adequate and valid third party liability insurance within the boundaries of the MARINA, to enter and deliver fuel to the MARINA. In the event that the MARINA ADMINISTRATION allows for the supply of liquid fuel for which no customs duty has been paid (duty-free fuel), carrier/carriers which brings the duty-free fuel shall use the section to be designated by the MARINA ADMINISTRATION in the MARINA and take all kinds of safety precautions. The BOAT OWNER shall be liable to ensure that the delivery of duty-free fuel will be in compliance with the related law and regulation.

Article 63- The BOAT OWNER, before the delivery of duty-fuel, shall pay to the MARINA ADMINISTRATION the fee designated by the MARINA ADMINISTRATION for the delivery of duty-free fuel.

Article 64- Parking any land VEHICLE on any place within the boundaries of the MARINA other than designated parking lots is prohibited. The MARINA ADMINISTRATION reserves the right to remove any VEHICLE, which has been parked in breach of this provision, at the sole cost of its owner.

Article 65- Land VEHICLEs entering the MARINA shall be left in parking places designated by the MARINA ADMINISTRATION which may permit a VEHICLE to enter the boat storage area and piers and wharf areas in which the BOATs are present only due to a compelling reason such as loading and unloading of goods in response to the BOAT OWNER's request. The MARINA ADMINISTRATION may, at its sole discretion, allow the VEHICLEs and representatives of firms bringing goods or passengers to the MARINA to enter the MARINA SECURITY AREA and establish regulations applicable to such access.

Article 66- Children shall be looked after by their parents during their stay in the MARINA.

Article 67- Keeping domestic animals in the MARINA and BOATs shall be subject to written authorization issued by the MARINA ADMINISTRATION. All kinds of domestic animals may be walked by their owners provided that all kinds of precautions are taken to prevent their possible uncontrolled behavior. The BOAT OWNER shall be responsible for cleaning any pollution caused by such animals and indemnifying all kinds of losses and damages they may cause.

Article 68- The BOAT OWNER, BOAT Crew and BOAT CUSTOMER/GUESTs are obliged to comply with the Animal Protection Law No: 5199 in relation with the street animals which may be found in the MARINA.

PART 7 : MARINA MANAGER'S POWERS TO ENSURE ORDER IN THE MARINA

Article 69- The Marina Manager shall lay down rules to be observed by BOATs while entering, mooring, staying at and leaving the MARINA.

Article 70- The Marina Manager shall determine the places where the boats will be moored and he is authorized to change such mooring places or parking places on land without giving the BOAT OWNER prior notice if he considers it necessary or upon occurrence of an emergency. If there is such emergency and informing the BOAT OWNER is not possible, he shall ensure that the BOAT is taken to land and repaired provided that costs and expenses incidental to such repair are subsequently paid by the BOAT OWNER. Where a BOAT, whose owner cannot be identified and has no valid Mooring Contract, is spotted in the MARINA, the Marina Manager shall ensure that such BOAT is taken to land in order to guarantee its safety and collects the cost of such service provided from the BOAT OWNER when he is identified.

Article 71- The Marina Manager shall prohibit any person, who has infringed provisions of this Regulation, from entering and/or using services in the MARINA. He shall terminate the Mooring Contract made between the MARINA ADMINISTRATION and the BOAT OWNER, who has breached the rules. In such cases, he shall take all actions required to remove the BOAT from the MARINA, including taking the BOAT to land at the BOAT OWNER's sole expense.

Article 72- The MARINA Manager shall invite law enforcement officers to the MARINA in order to ensure peace and order when and if he considers it necessary.

Article 73- The BOAT OWNER agrees in advance that any amount charged in accordance with the price tariff of the MARINA ADMINISTRATION is according to **Article** 1235 of the "Turkish Commercial Code" a claim granting a "right of the boat's creditor" and that the legal provision awards "the statutory lien right" in favor of the MARINA ADMINISTRATION and as a result of the foregoing and pursuant to the related **Article** of the Regulation on Sea Tourism, the MARINA ADMINISTRATION Manager may not permit any BOAT to leave the MARINA and prevent the BOAT OWNER from entering the MARINA SECURITY AREA and the BOAT may be debarred from sailing and/or safeguarded by temporary injunction or sequestration through legal measures if any such amount charged in respect of such BOAT has not been paid by the BOAT OWNER.

Article 74- The Marina Manager shall establish rules relating to work of employees working at the MARINA ADMINISTRATION or assigned to other services, ensure coordination between such services and take action to ensure that any such employee, who are negligent or act inappropriately are punished and/or discharged pursuant to the applicable provisions of the Labor Code.

Article 75- The Marina Manager shall fix the working hours of the commercial units at the MARINA and hours during which services are provided. He shall verify that such works are carried out in accordance with established procedures and objectives, including those related to hygiene and security. He shall check appearance, clothes and behavior of employees.

Article 76- The Marina Manager shall take all kinds of precautions in order to prevent pollution in the MARINA area and require the BOAT OWNER to take similar precautions.

Article 77- The MARINA Manager may delegate his powers defined in this Regulation to his subordinates in whole or on part by a verbal or written instruction if he considers it necessary.

PART 8 : PROVISIONS PERTAINING TO LAND STORAGE, LIFTING AND LAUNCHING FACILITIES

Article 78- The MARINA ADMINISTRATION may allocate boats Land Storage provided that a Lifting-Launching Land Storage Contract has been made between the BOAT OWNER concerned and the MARINA ADMINISTRATION. BOATs taken to land pursuant to Articles 70 and 71 of this Regulation fall within the scope of Articles in Part 8 as well.

Article 79- Land Storage Contract is the contract which is made in relation with the period in which the BOAT is stored on the land. Pricing formula and unit prices related to the Land Storage Contract are same as stated in the official price tariffs.

Article 80- Land Storage Contract is collected in advance.

Article 81- For the Land Storage Contract, it is a prerequisite for the Sea Mooring Contract, which contains the land storage duration, to have been made.

Article 82- The fee charged for Lifting and Launching processes shall be calculated as a whole and paid in advance.

Article 83- The Lifting process will start when the BOAT is taken from the sea or its carrier by a travelling crane and/or a slip and end with the installation of stays and connection anchors, if needed, after the BOAT is stored on land. The Launching process will start when the BOAT is taken from the place it is stored on land by using a travelling crane and/or a slip and end when it is placed on sea or any carrier. It shall be deemed that the OWNER has taken over the BOAT as a result of the Lifting or Launching process. Where the BOAT is mounted on a carrier, the OWNER shall take all precautions required to preserve the BOAT on such carrier in a balanced and secure manner. If the BOAT cannot be launched to sea or mounted on a carrier due to any reason not attributable to the MARINA ADMINISTRATION's negligence (if it is determined that the BOAT is taking water after it was launched to sea or its bottom needs repairs) the OWNER agrees and undertakes to pay an additional fee for keeping the BOAT on a travelling crane and/or any action taken in order to eliminate such reason.

Article 84- Details related to the applicable lifting system and suitability of the BOAT for the lifting process in terms of its construction, equipment and other criteria and appropriateness of the rules and criteria established by the manufacturer of the BOAT in respect of lifting and/or launching of the BOAT shall be taken into consideration by the BOAT OWNER, who shall notify his comments, if any, to the MARINA ADMINISTRATION ahead of the lifting process. The BOAT OWNER shall be liable for any loss or damage, which may result from the BOAT OWNER's failure to take such particulars into account.

Article 85- The MARINA MANAGEMENT's keeps the right to provide lifting service with another travelling crane than with the one initially intended. The BOAT OWNER agrees in advance that in such case the price determined in the Lifting-Launching Contract may be changed according to the tariff determined for the travelling crane rendering the lifting service.

Article 86- The MARINA ADMINISTRATION shall not be liable if the lifting process has not started or been completed due to inconvenient environmental and/or atmospheric and/or unforeseen technical conditions during the lifting and/or launching processes.

Article 87- If it should be adjudged to be risky, the MARINA ADMINİSTRATION's right to abstain from providing lifting and launching service shall remain reserved. In such a case the lifting/launching charge which was paid in advance for this service shall be refunded to the BOAT OWNER who agrees in advance to have no further right nor claim apart from this amount.

Article 88- The BOAT OWNER shall ensure that his BOAT is suitably inclined and trimmed before the start of the lifting process.

Article 89- The Boat Owner shall be responsible for taking the Boat to the lifting/skid pool and mooring properly. If the Boat Owner is not able to take the Boat to the lifting pool or remove the Boat from the lifting pool by using his own equipment, then the MARINA ADMINISTRATION may carry out such process and the Boat Owner hereby agrees and undertakes to pay a specific fee in consideration of such services provided.

Article 90- There shall be no person on and/or in the BOAT while it is being lifted by a travel lift. The BOAT OWNER shall be responsible for ensuring compliance with this provision.

Article 91- The BOAT OWNER shall carry out the lifting and/or launching process of the BOAT within the period specified by the MARINA ADMINISTRATION. If the BOAT OWNER has failed to make necessary preparations for lifting and/or launching process before the specified time, then the MARINA ADMINISTRATION may postpone the lifting and/or launching process at its convenience. In accordance with this the BOAT OWNER shall be liable for any resulting loss or damage.

Article 92- The BOAT OWNER shall be liable for any loss or damage resulting from any fault in loosening and dismantling of any protruding material such as shroud wire, which could come into contact with the upper beam while the BOAT is being lifted by a travel lift and mounting them again in their original places after completion of the works.

Article 93- The BOAT OWNER shall be responsible for taking all kinds of precautions on the BOAT during and/or after the lifting and/or launching process.

Article 94- The BOAT OWNER shall ensure that pollution and waste created and generated by the BOAT is removed before it is launched and that the BOAT is sufficiently equipped to leave the lifting pool immediately after it is put on the sea. If it is found out that the BOAT OWNER has not taken such precautions, then the MARINA ADMINISTRATION may decline to provide the lifting and launching service and the BOAT OWNER shall be liable for any resulting loss or damage.

Article 95- The BOAT OWNER shall ensure that the BOAT leaves the lifting pool immediately after it has been launched.

Article 96- The BOAT OWNER shall, prior to the lifting process, notify the MARINA ADMINISTRATION in writing of any weak point to be taken into consideration while placing the BOAT on stays and wedges. Otherwise, the BOAT OWNER shall be liable for any loss or damage. The BOAT OWNER is cosidered to have read and agreed in advance to the MARINA ADMINISTRATION service standards. In case of request of a nonstandard service despite of this matter and if the MARINA ADMINISTRATION refuses it the BOAT shall be removed back to the sea immediately. The service fees which were already paid are not refunded in such cases and the MARINA ADMINISTRATION can not be hold responsible for damages arising at the BOAT.

Article 97- The area where the BOAT is to be stored shall be designated by the MARINA ADMINISTRATION based on information provided by the BOAT OWNER in the Land Storage Contract. If the launching period specified in the Land Storage Contract has expired and it obstructs launching of other BOATs, then the MARINA ADMINISTRATION may change its place without informing the BOAT OWNER. Lifting work carried out for that purpose shall be subject to payment of a specific fee calculated in accordance with the price tariff. The BOAT OWNER shall promptly pay such amount debited to his current account. In addition, the BOAT OWNER shall assume responsibility for any loss or damage, which may be suffered by the BOAT during such lifting work.

Article 98- Where the MARINA ADMINISTRATION is unable to change the place of a BOAT, which has not been launched within the period specified in the Land Storage Contract and obstructs launching of other BOATs, the BOAT OWNER shall indemnify any loss or damage, which may be suffered by all the affected BOATs and the MARINA ADMINISTRATION.

Article 99- If it considers it necessary, the MARINA ADMINISTRATION may change the place of a BOAT stored on land due to any reason other than those specified in **Article** 97- without informing the BOAT OWNER. No fee shall be charged for such actions. The BOAT OWNER shall be informed after the place of his BOAT has been changed. Considering that the place of his BOAT may be changed during his absence in the MARINA, the BOAT OWNER shall furnish the MARINA ADMINISTRATION with information in writing, which could be needed while his BOAT is moved to another place, before leaving the MARINA.

Article 100- It is prohibited to operate machinery generating vibration such as engines and generators or take any action that could cause vibration, to climb up the pole, to dismount or mount pole, to open or to leave sails wrapped around open rigging on a BOAT stored on land. The BOAT OWNER shall be liable for any loss or damage resulting from such prohibited acts.

Article 101- If the weight of a BOAT stored on land is to be increased or decreased substantially, then the MARINA ADMINISTRATION shall be informed in advance in order to obtain written permission. Such increase or decrease in weight shall be carried out fully at the BOAT OWNER's risk after obtaining written permission.

Article 102- It is strictly prohibited to dump, release or throw out polluting waste from a BOAT stored on land. Recyclable solid wastes (plastic, aluminum, bottles, etc.), dirty oils and paint cans to be collected in the Land Storage area shall only be stored in the containers situated in the area. If it is determined that the BOAT has caused environmental pollution, then the MARINA ADMINISTRATION may inform public authorities in order to ensure that appropriate action is taken. Where the MARINA ADMINISTRATION carries out any work in order to eliminate such pollution, the BOAT OWNER shall promptly pay the resulting costs.

Article 103- Pollution created by repair-maintenance carried out by the BOAT OWNER shall be promptly eliminated by the BOAT OWNER. Where it is found out that the BOAT OWNER has not performed such cleaning work, the MARINA ADMINISTRATION may carry out works to eliminate such pollution and all costs and expenses incidental to such works shall be promptly paid by the BOAT OWNER.

Article 104- The BOAT OWNER shall, at his sole expense, take precautions required to ensure that nearby BOATs and facilities are not polluted or damaged during repair or maintenance of his BOAT. Any work being carried out without taking such precautions shall be suspended by the MARINA ADMINISTRATION. Otherwise, the BOAT OWNER shall be liable for any loss or damage suffered by nearby BOATs and facilities.

Article 105- The BOAT OWNER shall be responsible for taking all kinds of safety precautions during repair or maintenance of his BOAT. Otherwise, the BOAT OWNER shall be liable for any resulting loss or damage.

Article 106- Stays and wedges, which ensures that BOATs are supported on land, shall be placed or relocated only by authorized personnel of the MARINA ADMINISTRATION. It is dangerous and strictly prohibited for any person other than the authorized personnel of the MARINA ADMINISTRATION to relocate the stays, chocks, and wedges or remove anchors of such stays and wedges, and the BOAT OWNER shall be liable for any loss or damage, which may be suffered by his BOAT, neighboring BOATs, or all third parties and facilities, resulting from such prohibited actions.

Article 107- Due to safety considerations it is dangerous and prohibited to attach winter tarpaulin ropes or connections, which may apply force to stay anchors or to hang chains and similar heavy materials on stays or any work which may apply enough force on the stays and anchors to detach them.

Article 108- Supply of electricity for a BOAT, which is stored on land, from outside of the BOAT during the period when there is no authorized person inside may not be safe. In that regard, the BOAT OWNER shall take all necessary precautions and ground the BOAT's wiring to the area ground at his sole responsibility. The MARINA ADMINISTRATION may refuse the supply of electricity for BOATS which are stored on land or cancel any supply without informing the BOAT OWNER. The BOAT OWNER shall be responsible for any loss and damage resulting from such reason.

Article 109- The BOAT OWNER shall pay the outstanding amount debited to his current account before the BOAT is launched to the sea. Otherwise, the BOAT OWNER shall be liable for any loss or damage resulting from the failure to launch the BOAT.

Article 110- If a BOAT Owner intends to install a roof (tent) over his BOAT, then he shall inform the MARINA ADMINISTRATION of his intention and sign a written undertaking drawn up by the MARINA ADMINISTRATION prior to the lifting and launching process. The

MARINA ADMINISTRATION may not grant permission to install such roof (tent). The BOAT OWNER shall be responsible for ensuring quality and safety of the roof (tent) and be liable for any loss or damage, which may be suffered by his BOAT or third parties. The BOAT OWNER agrees and undertakes to pay separately at least 20% of the total of current land storage or lifting and launching fee in advance in respect of the additional area to be occupied by the roof (tent) in the slipway area.

Article 111- The MARINA ADMINISTRATION shall not permit entry of any crane, etc. brought from outside of the MARINA in order to provide lifting and launching services. In the event that a BOAT is brought by the land to the MARINA for receiving launching service, trailers and cradles which have been brought to the land Storage area shall be removed from the area after unloading, and any loss which may be suffered by the trailers or cradles during the period in which they are present in the area shall not be the responsibility of the MARINA ADMINISTRATION.

Article 112- Bottom of boats can be washed only by the MARINA ADMINISTRATION's personnel using its equipment on an area designated by the MARINA ADMINISTRATION and the related fee shall be paid by the BOAT OWNER in advance.

Article 113- Should the BOAT OWNER should arrange for a crane outside of MARINA for works pertaining to the BOAT, he shall be liable jointly and severally with the operator and with the owner of the crane for any loss and damage which the crane may cause in the MARINA.

Article 114- The price of the following services is half of the lifting/launching prices determined for the travelling crane providing the service: only lifting, only launching, changing the place of the BOAT, lifting the BOAT and launching, lifting and launching of the BOAT within two hours and on condition it is not launched not on land.

PART 9 : LIABILITIES AND INSURANCE

Article 115- Any loss or damage suffered by the BOAT of a BOAT OWNER, other BOATs, and the MARINA ADMINISTRATION as a result of an action taken by the BOAT OWNER, BOAT Crew and BOAT CUSTOMER/GUESTs shall not be covered by the Third Party Liability Insurance of the MARINA ADMINISTRATION, which shall not be liable for such losses or damages.

Article 116- Any loss or damage or pain and suffering resulting from an action taken by any person entering the MARINA from outside shall not be covered by the Third Party Liability Insurance of the MARINA ADMINISTRATION, which shall not be liable for such losses or damages.

Article 117- Any loss or damage suffered by a BOAT or person as a result of extraordinary natural events such as floods, inundations, gales, storms, hurricanes, earthquakes and lightnings shall not be covered by the Third Party Liability Insurance of the MARINA ADMINISTRATION, which shall not be liable for such losses or damages.

Article 118- Any theft in or loss or damage in the material safekeeping warehouses of the MARINA ADMINISTRATION shall not be covered by the Third Party Liability Insurance of the MARINA ADMINISTRATION, which shall not be liable for such losses or damages.

Article 119- If technical servicing is provided by the MARINA ADMINISTRATION, any loss or damage that could occur after maintenance, repair and manufacturing works carried out without a warranty certificate issued by the Technical Servicing Department shall not be covered by the Third Party Liability Insurance of the MARINA ADMINISTRATION, which shall not be liable for such losses or damages.

Article 120- Any loss or damage and defective servicing and/or production which may be caused by the technical services and/or different kinds of servicing rendered to the BOAT OWNERS by private and/or juristic persons by renting any unit of the MARINA area are not under the responsibility of the MARINA ADMINISTRATION and shall not be covered by the Third Party Liability Insurance of the MARINA ADMINISTRATION.

Article 121- Any loss or damage, which may occur while changing the place of a BOAT by towing it by the mooring BOAT owned by the MARINA ADMINISTRATION when the BOAT OWNER or BOAT Crew is inside the BOAT shall not be covered by the Third Party Liability Insurance of the MARINA ADMINISTRATION, which shall not be liable for such losses or damages.

Article 122- Any loss or damage, which may be caused by an event such as fracture of rotten or weak components of the BOAT or disconnection of the drop from the keel shall not be covered by the Third Party Liability Insurance of the MARINA ADMINISTRATION, which shall not be liable for such losses or damages.

Article 123- Any loss or damage, which may be suffered by the BOAT OWNER and/or BOAT Crew and/or persons authorized by the BOAT OWNER or the BOAT or third persons while carrying out repairs, maintenance and manufacturing works in the MARINA shall not be covered by the Third Party Liability Insurance of the MARINA ADMINISTRATION, which shall not be liable for such losses or damages.

Article 124- Security Service provided by the MARINA ADMINISTRATION has only a deterring purpose. Due to the fact that the Security Service constitutes only a precaution aspect, any loss or damage or pain and suffering caused by the theft or loss of or damage to the BOAT and/or registered or unregistered fixtures in whole or in part or wounding or murder of or terrorist attacks suffered by the BOAT

OWNER, BOAT Crew and BOAT CUSTOMER/GUESTs shall not be covered by the Third Party Liability Insurance of the MARINA FACILITY, which shall not be liable for such losses or damages.

Article 125- Any loss or damage resulting from breaking off of the mooring chain or ropes and other connection ropes used in order to moor the BOAT on the sea other than the mooring chain and/or rope provided by the MARINA ADMINISTRATION or failure of the fenders around the BOAT shall not be covered by the Third Party Liability Insurance of the MARINA ADMINISTRATION, which shall not be liable for such losses or damages.

Article 126- The MARINA ADMINISTRATION shall be liable for any damage to a BOAT, which has resulted from the insufficiency and/or failure of the travel lift or slipway used during the lifting service or negligence or fault of the MARINA ADMINISTRATION's personnel operating such travel lift or slipway provided that it has been determined by a court judgment that such damage has resulted from the negligence of the MARINA ADMINISTRATION.

Article 127- Places of BOAT stays may not be changed by any person other than the MARINA ADMINISTRATION's personnel without first informing the MARINA ADMINISTRATION and obtaining its written permission. Any loss or damage suffered by the BOAT and other BOATs as a result of such unauthorized change of stays shall not be covered by the Third Party Liability Insurance of the MARINA ADMINISTRATION, which shall not be liable for such losses or damages.

Article 128- The BOAT OWNER shall be liable for the use of Internet and data line connections, which are given by the MARINA ADMINISTRATION as an additional service, for purposes outside the rules stipulated by the related laws, and the BOAT OWNER agrees and undertakes in advance that he will cover all fines and penalties which may be charged in that regard.

PART 10 : CANCELLATION-TERMINATION OF MOORING CONTRACT

Article 129- Violation of the provisions of the Regulations Concerning Operation of KAŞ MARINA by the BOAT OWNER and/or BOAT Crew and/or BOAT CUSTOMER/GUESTs is a reason for termination. Should the Contract be terminated for the violation of the Regulation rules, service fees paid by the BOAT OWNER shall not be refunded, and the compensation rights of the MARINA ADMINISTRATION are reserved. The BOAT OWNER may not claim any right or compensation for the termination that may occur due to violation.

Article 130- Should the Mooring Contract be ended or the MARINA ADMINISTRATION terminate the contract, the BOAT shall leave the MARINA on the same day. Otherwise, the BOAT OWNER shall be liable to pay the daily mooring unit price stated in the applicable official mooring price tariff for each day the BOAT stays in the MARINA.

Article 131- Should the BOAT OWNER request that the Mooring Contract be terminated at his discretion, he agrees and undertakes in advance that he will pay the fee for the duration he has stayed on the MARINA and additionally 25% of the cancellation requested Mooring Contract price.

PART 11 : VALIDITY OF THE BIDS AND RESERVATION CONDITIONS

Article 132- The validity period of the bid given by the MARINA ADMINISTRATION to the BOAT OWNER is 1 week. In the event that the Mooring Contract and the payment have not been made and prices have changed during this period, new prices shall apply to the BOAT.

Article 133- In reservations, 25% of the mooring fee, which is calculated according to the applicable price tariff and the statement to be given by the BOAT OWNER in relation with the dimensions of the BOAT, shall be taken as the reservation advance payment. Reservation request notified by the BOAT OWNER shall become conclusive after the advance payment has been received by the MARINA ADMINISTRATION and the confirmation has been made by the MARINA ADMINISTRATION. In the event that the fee has been calculated as higher than the mooring fee calculated according to the dimensions stated by the BOAT OWNER as a result of the measurement of the BOAT, such difference in fee shall be collected from the BOAT OWNER.

Article 134- In the event that the BOAT which made reservation by paying the reservation advance payment has not come on the related date, its advance payment shall not be refunded.

Article 135- Reservation shall not be transferred in the name of another BOAT.

Article 136- For the reservation to be transferred to another date, a written notification shall be made to the MARINA ADMINISTRATION at least 60 days prior to the starting date of the reservation. The MARINA ADMINISTRATION reserves the right not to approve such request to change the date.

PART 12 : GENERAL PROVISIONS

Article 137- Regardless of whether or not it is stated in this Regulation, the BOAT OWNER agrees and undertakes to comply with all rules of the MARINA ADMINISTRATION, all decisions of the persons who are authorized in this Regulation, and general and special conditions which the MARINA ADMINISTRATION will lay down and/or amend when it deems appropriate.

Article 138- The MARINA ADMINISTRATION's not using or partially using or being late to use the unilateral termination right granted to

it in the scope of this Regulation or its any other right; or the MARINA ADMINISTRATION's not requesting and/or being late to request the BOAT OWNER to obey any of the liabilities that the the BOAT OWNER undertakes pursuant to this Regulation shall not be construed to mean that the MARINA ADMINISTRATION waives, will not use later, or tacitly relinquishes these authorities and rights. Similarly, the MARINA ADMINISTRATION's not objecting to any action of the BOAT OWNER in violation of any provision of this Regulation shall not be construed to mean that the MARINA ADMINISTRATION will not object to his actions in violation of the same provision or other provisions later.

Article 139- The BOAT OWNER agrees and undertakes to act in compliance with the Law on the Powers and Duties of the Police and general moral codes.

Article 140- "Marina Mooring – Land Storage Lifting/Launching Contract", to which this Regulation is appendix, is not a rental contract which is subject to the provisions of the Law on Real Estate Rentals No: 6570.

Article 141- This Regulation is governed by the laws of the Republic of Turkey and any dispute, which may arise out of or in connection with this Regulation, shall be settled by the Courts of the Province/District in which the MARINA ADMINISTRATION is located.

Article 142- KAŞ MARINA reserve the right to revise terms and conditions referred to above at any time depending on the requirements of the MARINA ADMINISTRATION.

Article 143- Any issue not specified in this Regulation shall be governed by the Regulation on Sea Tourism, which has been issued in accordance with subparagraph (A) 4 of **Article** 37 of the Law on Promotion of Sea Tourism (Law No. 2634).

PART 13 : NOTICES

Article 144- Any notice hereunder shall be served on the addresses of the parties specified in the Contract or the BOAT in the MARINA. The BOAT OWNER agrees and acknowledges that any notice served on such addresses shall be deemed to have been received unless a change of address has not been notified to the MARINA ADMINISTRATION in writing.

Article 145- The BOAT OWNER agrees and acknowledges that any notice, bill or other documents served by the MARINA on his below specified e-mail address shall be deemed to have been received. He agrees to have no right of objection and defence claiming he was not able to check his emails and therefore could not observe the legal periods. He agrees beforehand to waive from such rights and to be liable to check the emails on a regular basis. Any change of the email address has to be notified to the MARINA in writing. to deadlines in case the any notice.

PART 14 : SPECIAL TERMS

Article 146- This Regulation which is the integral appendix of the MARINA MOORING CONTRACT and LIFTING-LAUNCHIN LAND STORAGE CONTRACT is binding on all BOAT OWNERs who enter into the MARINA with their BOATs regardless of whethe or not they have been signed the contact. In that regard, all BOAT OWNERs shall be liable to comply with the provisions of this Regulation. In consequence of the fact that this Regulation has been published on the Web pages of SETUR MARİNAS and gained publicity for the fact that it can be obtained from the front offices of the MARINA ADMINISTRATION upon request, the BOAT OWNER who brings his BOAT to the MARINA agrees, acknowledges and undertakes that his BOAT's being present in the MARINA constitutes a requirement for him to comply with the provisions of this Regulation regardless of whether or not he has signed the contract.

The BOAT OWNER, who has not signed his contract although he made entry to the MARINA with his BOAT, agrees, acknowledges and undertakes that the sea-land mooring fee to be calculated related to the period in which he will stay shall be calculated at the price tariff which was applicable on the date he signed the contract and/or made payment, and that he will pay to the MARINA ADMINISTRATION such amount to be determined with this calculation.

The "Regulations Concerning Operation of KAŞ MARINA" has been drafted in the Turkish language and translated in to English. In case of doubt, the Turkish text prevails.

I acknowledge and undertake that I have read, understood and received a copy of all statements of the REGULATIONS CONCERNING OPERATION OF KAŞ MARINA which is assembled as 146 Articles above and which constitutes an integral appendix of the MARINA MOORING CONTRACT and LIFTING-LAUNCHING LAND STORAGE CONTRACT; and I also acknowledge and undertake tl accept it as is and will do the necessary.