

SLIP LEASE AGREEMENT

Between the undersigned, namely, **TOCA BIGHT, S.A.**, a Panamanian corporation registered in micro-jacket 155716892-2-2021 DV96 of the Mercantile Section of the Public Registry of Panama, the sole and lawful operator of **MARINA SOLARTE**, located in Bocas del Toro Province, Bocas del Toro District, Township of Bocas del Toro (Municipal head), Isla Solarte Street, Isla Solarte Urbanization, Republic of Panama, email: ahoy@marinasolarte.com, represented by the President, Director, or any other Legal Representative duly authorized for this act by minutes of the Shareholders' Meeting of said corporation, hereinafter referred to as „The **PROVIDER**“, „marina“ or „premises“ on the one part; and _____, **male/female**, citizen of _____, of legal age, holder of passport number _____, with domicile at _____, email: _____, hereinafter referred to as „The **CLIENT**“, „they“ or „themselves“ on the other part; collectively referred to as „The **PARTIES**“; have agreed to enter into this Slip Lease Agreement, hereinafter referred to as „The **AGREEMENT**“ subject to the following **CLAUSES**:

First: The **PROVIDER** declares that it is the sole and lawful operator of the slips within Marina Solarte, located in Discovery Bay of Isla Solarte, Bocas del Toro, Republic of Panama.

Second: The **PROVIDER** hereby leases the **CLIENT** a boat slip at Marina Solarte for a period of ___ **days/weeks/months**, beginning on the ___ of ___, _____, and ending on the ___ of ___, _____. Slip and space assignments are not permanent and may be changed at any time at the discretion of the **PROVIDER**.

Third: The **CLIENT** declares that the slip will be used to dock the **VESSEL** named _____, registered in _____ under the registration number _____, with the home port _____, with an overall length of ___ feet, including all its respective tenders and appurtenances, hereafter referred to as „The **VESSEL**“. The **CLIENT** shall not transfer or assign this **AGREEMENT**, nor shall the **CLIENT** sublet the slip or allow another vessel to use it. The **PROVIDER** reserves the right to sublet the slip in case of the temporary absence of the **VESSEL**.

Fourth: The **CLIENT** declares that they are the owner of the **VESSEL**, or in case the **CLIENT** is not the owner, that the owner is _____, that they have the Power of Attorney to operate the **VESSEL** and they are authorized to enter into this **AGREEMENT** with the **PROVIDER**. The **CLIENT** agrees to provide the **PROVIDER** with the registration documents of the **VESSEL**, a list of passengers and crew along with their identification documents, navigation permits, complete contact information, including name and address of the owner, email, and phone numbers as well as insurance company details, no later than 24 hours after docking the **VESSEL**. The **CLIENT** shall indemnify and hold harmless the **PROVIDER** from any and all claims, damages, losses, or expenses arising from any misrepresentations or breaches of this **CLAUSE**.

Fifth: The **CLIENT** agrees to pay in advance, no later than the first (1st) workday of each month, the lease rate in the amount of \$___ per **day/week/month** in accordance with the Slip Lease Rate Price List available online at www.marinasolarte.com/prices, current to the date of signature of this **AGREEMENT** and attached to this **AGREEMENT** as Annex 1, further only as „The **PRICE LIST**“. Upon termination of this agreement, the **CLIENT** will be reimbursed for any amount paid after the deduction of the rents due and any other amounts owed to the **PROVIDER** pursuant to the provisions of this agreement. In case of stays shorter than a month, the **CLIENT** shall pay in advance the total amount of the lease. If the projected stay is longer than a month, the first payment will cover the amount due by the end of the current month and the subsequent payments will continue from the first workday of the following month as stipulated above, unless both **PARTIES** have agreed otherwise in writing.

Sixth: If the **CLIENT** elects to stay in the slip for a shorter period than specified in the **Second CLAUSE**, they shall pay the rate corresponding to the actual period of their stay, as determined by the overall length and beam of the **VESSEL**, and in accordance with the prices set forth in the **PRICE LIST**. If the **CLIENT** decides to extend their stay beyond the period planned, they shall pay the rate set forth in the **Fifth CLAUSE** for the length of the originally specified period, and the rate set forth in the **PRICE LIST** for any additional period.

Seventh: In case the **CLIENT** intends to terminate this **AGREEMENT** prior to the term indicated in the **Second CLAUSE**, they shall notify the **PROVIDER** as soon as possible but at least three (3) days prior to departure.

Eighth: The **PARTIES** hereby agree that all payments shall be made in cash, with approved credit cards payable against banks established in Panama, or by wire transfer to the bank account of the **PROVIDER** as it appears on the invoice, in the legal tender of Panama or the United States of America.

Ninth: If the **CLIENT** fails to pay the lease rate within ten (10) days of the due date specified on the invoice, a surcharge equal to 10% of the amount owed will be added. This surcharge will also apply to successive delinquent payments.

Tenth: If the **CLIENT** falls two (2) or more months behind on slip lease payments and other charges, and in the event that the credit card provided for payment has expired, is frozen, or is otherwise unusable, the **CLIENT** must provide alternative payment within 48 hours of notice. If alternative payment is not received within this time, the **PROVIDER** reserves the right to relocate the **VESSEL** to a different storage area at the **CLIENT**'s expense, and the **CLIENT** will continue to pay the current rates as stipulated in this **AGREEMENT**. The **PROVIDER** will make reasonable efforts to inform the **CLIENT** of their delinquency status before taking any such action.

Eleventh: The **CLIENT** must settle all outstanding payments, including lease fees and any other amounts owed, in full before leaving the marina.

Twelfth: If the **CLIENT** abandons the **VESSEL** at the **PROVIDER**'s premises and owes the **PROVIDER** lease rate for twelve (12) or more months, the **CLIENT** agrees to pledge the **VESSEL** and all its appurtenances, tenders, affects, and equipment to guarantee payment of the sums owed to the **PROVIDER**. This pledge will serve as a mercantile guarantee. The **PROVIDER** may enforce the pledge by selling the **VESSEL** and its appurtenances, tenders, affects, and equipment at a public auction or by any other legal means. The proceeds from the sale will be used to satisfy the sums

owed to the **PROVIDER** and the remainder will be kept by the **PROVIDER** as compensation. The **CLIENT** will be responsible for any remaining balance owed after the sale. The **PROVIDER** will make every effort to contact the **CLIENT** to secure the payment owed before auctioning off the **VESSEL**.

Thirteenth: In the event that the **VESSEL** will be unmanned for a period of more than one week, the **CLIENT** is responsible for ensuring that the **VESSEL** is in a seaworthy condition prior to departure, and must take all necessary precautions to secure the **VESSEL** during their absence, including but not limited to, disconnecting all electrical systems, closing all seacocks, and ensuring that all loose items are properly stowed. In addition, the **CLIENT** shall provide the **PROVIDER** with the keys or access codes of the **VESSEL** and the **PROVIDER** shall have the right to inspect the **VESSEL** during the period of the **CLIENT**'s absence to ensure its proper maintenance and safety and to execute, at the **CLIENT**'s costs, any actions that the **PROVIDER** deems necessary and/or convenient for the security of the **VESSEL**.

Fourteenth: The rights and obligations to the **PARTIES** arising from this **AGREEMENT** are governed by the current General Terms & Conditions of Marina Solarte, which are available at www.marinasolarte.com/terms and attached to this **AGREEMENT** as Annex 2, hereafter referred to as "The **TERMS**". By the signature of this **AGREEMENT**, the **CLIENT** declares that they have familiarized themselves with the above-mentioned **TERMS**, fully understand the content of the **TERMS**, and agree with the **TERMS** without reservation; this declaration is made by the **CLIENT**, especially in relation to contractual fines, liability for damage and other obligations of a punitive nature, which are agreed in the **TERMS**. The **PROVIDER** reserves the right to terminate this **AGREEMENT** and require the **CLIENT** to vacate the marina if the **CLIENT** fails to comply with the rules and regulations set forth by the **TERMS**. In the event of such termination, any fees or payments already made by the **CLIENT** may be kept and used by the **PROVIDER** as a security deposit to cover any damages resulting from the **CLIENT**'s breach of the **TERMS**.

Fifteenth: The **PROVIDER** may modify the **PRICE LIST** and the **TERMS** by providing a 30-day advance notice. If unhappy with the changes made, the **CLIENT** may terminate the **AGREEMENT** before the changes take effect, and any remaining fees or payments already made by the **CLIENT** will be returned after the deduction of the rents due and any other amounts owed to the **PROVIDER**.

Sixteenth: Notices or communications to be made to the **PARTIES** regarding this **AGREEMENT** shall be made by e-mail confirmed on the same date by original letter delivered by courier, as follows:

The **CLIENT**:
Company: _____
Name: _____
Email: _____
Address: _____
Tel.: _____

The **PROVIDER**:
TOCA BIGHT, S.A.
Mr. Dominik Hasala
Email: ahoy@marinasolarte.com
Address: Marina Solarte, Discovery Bay of Isla Solarte
Bocas del Toro, Republic of Panama
Tel.: +507 6565-1324

Seventeenth: The fact that one or more of the stipulations set forth in this **AGREEMENT** is declared null and void shall not invalidate the rest of the contents of this document, and the **PARTIES** shall resolve the controversy over the specific **CLAUSE(s)**.

Eighteenth: This **AGREEMENT** and its attachments are drafted in English, which is the language understood by the **PARTIES**. In the event of a dispute or legal proceeding, a certified translation of this **AGREEMENT** and its attachments into Spanish will be used and presented in court, together with the original document signed by the **PARTIES**.

Nineteenth: The validity and effect of this **AGREEMENT** shall be governed by, construed, and enforced in accordance with the laws of the Republic of Panama. All parties irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Panama, unless the **PARTIES** agree otherwise in writing.

Twentieth: This **AGREEMENT** and any future amendments hereto, may be executed by electronic signature. The parties agree that electronic signatures appearing on the **AGREEMENT** will be treated as original signatures and shall have the same legal effect as an original signature. The **AGREEMENT** may be executed in counterparts, each of which will be considered an original and, when taken together, will constitute one and the same instrument.

Twenty-first: The attachments referenced in this **AGREEMENT** form an integral part of the agreement between the **PARTIES** and any reference to an attachment in the text shall be interpreted as a reference to the attached document. This **AGREEMENT**, together with its attachments, embodies the entire agreement between the **PARTIES**, therefore no promise, agreement, or guarantee prior to this **AGREEMENT**, written or oral, shall be valid unless herein contracted.

Twenty-second: (Final CLAUSE): Having read and understood this **AGREEMENT**, both **PARTIES** have been informed of the legal scope and content of all of the **CLAUSES** that comprise it, it is hereby stated that there is no defect that may invalidate the agreement, and it is hereby signed in conformity and to the entire satisfaction of both **PARTIES**.

Attachments:

- ANNEX 1: Slip Lease Rate Price List
- ANNEX 2: General Terms & Conditions of Marina Solarte

Hereby signed on ___ of ___, _____ at _____
The **CLIENT**

____ of ___, _____ at _____
The **PROVIDER**

(passport number _____)

(passport number _____)
Legal Representative, TOCA BIGHT, S.A.