
**TEMPLATE CONVENTION AND EVENT CENTER LEASE
AGREEMENT**

dated

[PLEASE ADD THE DATE]

entered into between

ANKARA CHAMBER OF COMMERCE
Lessor

and

[PLEASE SPECIFY THE NAME OF THE LESSEE]

Lessee

Click here to enter Agreement Title.

TEMPLATE CONVENTION AND EVENT CENTER LEASE AGREEMENT

This Convention and Event Center Lease Agreement (this "**Agreement**") has been entered into on [please specify the date][please specify the date] ("**Signing Date**") between:

1. PARTIES

- **ANKARA CHAMBER OF COMMERCE** (the "**Lessor**" or "**ATO**") which is located at the address Söğütözü Mah. 2180. Cad. (Eski 2. Cad.) No: 5/A 06530 Ankara and which has been registered at the Maltepe Tax Office under the tax identification number 069 004 6747 and
- **[PLEASE SPECIFY THE NAME OF THE LESSEE]** (the "**Lessee**") which is a company that has been incorporated in accordance with the [laws of the Republic of Turkey] and which is still in existence and whose headquarters are located at the address [please specify the Lessee's address] and which is registered at the [please specify the trade registry directorate where the Lessee is registered] under the trade registry number [please specify the Lessee's trade registry number].

Hereinafter, the Lessor and the Lessee will be individually referred to as a "**Party**" and collectively, as the "**Parties**".

2. DEFINITIONS

Minimum Lease Term	Means time period, starting from the Signing Date and until December 31, 2022.
ATO	Means the Ankara Chamber of Commerce.
ATO Duatepe Service Area	Means an area which lies within the scope of this Agreement and of the lease, and whose right of use belongs completely to ATO, and which has been specified in the Architectural Project that forms an annex of the Tender, and which consists of the areas that are located between the axes A-B/2-4 and the areas that are located between the axes B-C/2-5 , which are situated at the Level +10.80/+882.80 and the area that is located between the axes A-E/2-5 , which are situated at the Level +16.20/888.20 .
Bank Account	Means the Bank Account whose details have been specified in Article 6.3 and which belongs to the Lessor.
Penalty Clause	Has the meaning which has been specified in Article 17.2.
Decoration Works	Has the meaning which has been specified in Article 9.2.
Decoration Project	Has the meaning which has been specified in Article 9.1.
FF&E	Means all the furniture, fixtures, integral parts, appendages and equipment that forms Annex-4 (including changes which have been made to and renewal of the items mentioned in the FF&E List, during the term of this Agreement as well as including items which have been added to the FF&E List).
FF&E Provisions	Has the meaning which has been specified in Article 10.2.
Confidential Information	Means with respect to any Party, information which is generally unknown to anyone other than the said party, which might have a

	commercial value for the said Party as well as information which has not been disclosed to the public or to the commercial field, including information pertaining to the said Party's current or future activities, operations, services, products, research, inventions, discoveries, drawings, designs, plans, processes, models, technical information, facilities, methods, trade secrets, copyrights, software, source codes, systems, patents, procedures, manuals, specifications, all other kinds of intellectual property rights, confidential reports, price lists, pricing formulas, customer lists, financial information (including revenues, costs and profits pertaining to any product of or service by the relevant party), business plans, lease structures, forecasts, expectations, opportunities or strategies, acquisitions or mergers, advertisements or promotions, personnel matters, legal issues and all other confidential and proprietary information. However, information which is currently publicly known would not be regarded as Confidential Information.
Tender	Means the tender which has been carried out in accordance with ATO's Board of Directors Resolution dated Tuesday, January 19, 2021, with respect to the lease of the Leased Property within the framework of the Tender Specifications.
Signing Date	Means [●], which is this Agreement's signing date.
Work Day	Means a day other than weekends, national holidays and religious holidays, when banks are open and conduct business in the Republic of Turkey.
Labor Law	Means the Labor Law number 4857 which was published in the Turkish Official Gazette dated 10 June 2003 and numbered 25134 as well as every kind of law which amends or replaces the aforementioned law.
Permits	Has the meaning which has been specified in Article 11.
VAT	Means Value Added Tax.
Rental Fee	Means the annual rental fee which the Lessee must pay to the Lessor, with respect to each Lease Year, subject to the provisions pertaining to rental increase, which have been specified in this Agreement.
Lease Commencement Date	Means January 1, 2022 which is the date when the Lessee starts paying the Rental Fee, notwithstanding Article 6.3 related to the payment of the first Lease Year.
Lease Year	Means each 12 (twelve) month time period, starting from the Lease Commencement Date.
Lessee	Means [●].
Leased Property	Means a certain real property, other than the ATO Duatepe Service Area. The Leased Property is owned by the Lessor and has a total area of 79,295 m ² . Moreover, the said real property is located at the address Söğütözü Caddesi No: 1/A, 06510 Çankaya, Ankara, and is registered at the Çankaya Land Registry Directorate under Plot

	number 26246 and Parcel number 1, and has been constructed as a Convention and Event Center.
Lessor	Means the Ankara Chamber of Commerce.
Control	Means the Lessee's control, or controlling the Lessee by means of (i) owning more than 50% (fifty percent) of the shares or voting rights of the Lessee; or by means of (ii) possessing shares or other rights or vehicles which are sufficient to influence or determine the Lessee's board of directors' or other management body's authority to elect or to pass resolutions.
Arbitration Rules	Means the TOBB Arbitration By-Law which is in effect, as of the date of a dispute.
Trademarks	Means the trademarks and figures which have been specified in the Trademark List in Annex-5 and found appropriate by the Lessor as per Article 13.3.
Ordinary Maintenance, Repairs and Renovation(s)	Has the meaning which has been specified in Article 10.1.
Grace Period	Means the time period between the Signing Date and the Lease Payment Commencement Date.
Expiration Date	Means December 31, 2022, which is this Agreement's expiration date.
Agreement	Means this Convention and Event Center Lease Agreement which has been entered into on [REDACTED] between the Lessor and the Lessee with respect to the lease of the Leased Property, within the scope of the Tender and as result of negotiations.
Withholding Tax	Means the tax which the Lessee must pay to the relevant tax office, in addition to the Rental Fee.
Purpose of the Agreement	Means the purposes which have been specified in Article 3.2 and which form the Lessee's primary obligation to act.
Letter of Guarantee	Means the bank letter of guarantee which should be prepared in accordance with Article 7 and in compliance with the sample which has been provided in Annex-3.
TOBB	Means the Union of Chambers and Commodity Exchanges of Turkey
Turkish Code of Obligations	Means the Turkish Code of Obligations number 6098 which was published in the Turkish Official Gazette dated 4 February 2011 and numbered 27836 as well as every kind of law which amends or replaces the aforementioned law.
Turkish Commercial Code	Means the Turkish Commercial Code number 6102 which was published in the Turkish Official Gazette dated 14 February 2011 and numbered 27846 as well as every kind of law which amends or replaces the aforementioned law.

Dispute	Has the meaning which has been specified in Article 21.
Extension Period	Means the 10 (ten) year extension period which starts from the Expiration Date.
Floor (Layout) Plan	Means the floor (layout) plan which has been specified in Annex-2.

3. SUBJECT-MATTER AND PURPOSE OF THE AGREEMENT

3.1 Subject-Matter of the Agreement

The subject-matter of this Agreement is the determination of the Parties' rights, undertakings and obligations with respect to the lease of the real property ("**Leased Property**") (**Annex-1** – Copy of the Title Deed) (**Annex-2** – Floor (Layout) Plan) which is owned by the Lessor, and which is located at the address Söğütözü Caddesi No: 1/A, 06510 Çankaya, Ankara, and which is registered at the Çankaya Land Registry Directorate under Plot number 26246 and Parcel number 1, and which has been constructed as a Convention and Event Center, and which, together with its car park, restaurant and other annexes, but excluding the ATO Duatepe Service Area, has a total area of 79,295 m², as result of the Tender that has been carried out by ATO, as well as the Leased Property's operation in accordance with this Agreement's goal and purpose.

3.2 Purpose of the Agreement

The goal and purpose of this Agreement is:

- The operation of the Leased Property by the Lessee in accordance with the permitted uses which have been specified in Article 4 and not engaging in non-permitted uses.
- The operation of the Leased Property in accordance with international standards and in a manner which suits ATO's image as well as the preservation of the reputation of the Leased Property, the Trademark and ATO.
- Regularly promoting the Leased Property and increasing the Leased Property's domestic and international recognition.
- Ensuring that the Leased Property becomes a site which competes with the high level event centers in Turkey and abroad.
- Holding high level meetings, events and organizations which aim at enhancing the business life in Ankara.
- Ensuring that Ankara becomes a preferred destination with respect to meetings, events and organizations which will be held.

The Lessee agrees, declares and undertakes that the Leased Property has been rented for the purpose of using the Leased Property in accordance with the permitted uses specified in Article 4.1. The Lessee also agrees, declares and undertakes that, during the term of this Agreement, it will act in compliance with the said purpose and that the foregoing forms a primary obligation to act.

4. PERMITTED USES

4.1 Permitted Uses

The Leased Property shall be used exclusively by the Lessee for the purpose of holding all kinds of conventions, events and exhibition organizations as well as for carrying out organizations such as concerts, festivals and theatre performances.

The car park of the Leased Property shall be operated exclusively by the Lessee.

4.2 Non-Permitted Uses

The Lessee is not allowed to use the Leased Property in violation of the functions which have been specified in the relevant zoning plans.

The Lessee and/or anyone party to a sublet or third parties in any events organized by these cannot, in any way whatsoever, carry out any retail sales, other than at events which have been explicitly permitted in its legislation. In case of the determination of any retail sales the Lessee will be responsible against the Lessor regardless of its fault. Moreover, the Lessee cannot organize fetes, city days, bazaars or similar events, nor can the Lessee enter into contracts pertaining to holding such events.

Facilities or establishments operated as pub, bar, club, night club etc. will not be permitted to be operated in the Leased Property.

4.3 Building Entrances and Exits and the Car Park

Because the Leased Property's car park entrances and exits as well as the entrances and exits of the ATO Duatepe Service Area will share the same space, the Lessee agrees, declares and undertakes that it shall abide by its obligations which have already been or which will be determined by the Lessor with respect to benefiting from, using, permitting and enduring the use of the building's shared entrances and exits.

The Lessee shall allocate to the Lessor for the purpose of making available for free of charge use by ATO's personnel, parking space corresponding to ten percent (10%) of the total car park area and shall make the required arrangements with respect to the car park entrances and exits (car park entrance cards, number plate recognition systems, stickers, barcodes, etc.).

4.4 Usage in Breach of this Agreement

The identification of a usage in violation of this Agreement or the determination that even partial changes have been made to the permitted uses, shall be deemed as a breach of this Agreement and of the Lessee's primary obligation to act, which has been stipulated in Article 3.2.

In such case, the Lessor would send a written notification to the Lessee and would grant the Lessee a reasonable time period of not less than 10 (ten) Work Days for remedying the said violation. The Lessee shall remedy the relevant violation within the said time period. Moreover, the Lessee shall terminate all the contracts which it has entered into with third parties in violation of the permitted uses (including contracts pertaining to events and organizations which are planned to be held in the future).

Moreover, the Lessee shall within 3 (three) Business Days pay, for each individual violation, a penalty clause amount which corresponds to two percent (2%) of the annual Rental Fee, independently of the Lessee's fault. The said penalty clause constitutes a penalty clause which has been added to the performance obligation and, as such, the payment of the relevant penalty clause amount would not absolve the Lessee from its obligation to remedy such usage that forms a violation. The Lessee agrees, declares and undertakes that the penalty clause which has been specified in this article is not excessive and that it (i.e. the Lessee) will not make any request for a reduction of the relevant penalty amount.

If the Lessee fails to remedy the said violation within the time period which has specified in the written notification or if the violation of the permitted use takes place twice in a Lease Year or including the Extension Period four times during the whole term of this Agreement, that will constitute a breach of the requirement to use the Leased Property in a manner which would suit the Leased Property's purpose of use and moreover, would also constitute a breach of this Agreement. In such case, the Lessor could terminate this Agreement by means of a unilateral notice in accordance with Article 17.

5. TERM OF THE AGREEMENT, RENEWAL AND EARLY TERMINATION

Anticipated Hand-Over Date:	Means April 12, 2021 if the Tender process is completed as anticipated, and means the date notified to the Lessee by the Lessor in case the completion of the Tender process is delayed.
Term of this Agreement:	("Signing Date") – 31 December 2022 ("Expiration Date")
Grace Period (Decoration Period):	Anticipated Hand-over Date – 31 December 2021
Lease Payment Commencement Date:	1 January 2022
Extension Period:	1 January 2023 – 31 December 2032
Lease Years:	Each " Lease Year " will cover a twelve month time period, starting from the Lease Commencement Date.

5.1 Term of the Agreement

The term of this Agreement starts on the Signing Date of this Agreement and ends on 31 December 2022.

5.2 Grace Period

The Lessee will pay no Rental Fee within the scope of the completion of the Decoration Works at the Leased Property in accordance with Article 9, in the time period ("**Grace Period**") between the Anticipated Hand Over Date and 31 December 2021.

5.3 Extension Period

ATO has resolved that a tender should be carried out, under the condition that this Agreement should be entered into for a term determined in Article 5.1 and that this Agreement can be extended for a 10 year term, in accordance with Article 347 of the Turkish Code of Obligations. The Lessee has known the aforementioned issues since the beginning of the Tender process.

Accordingly, if, at least 6 months before the Expiration Date, the Lessee does not issue a notification which states that this Agreement will be terminated, the term of this Agreement will be extended under the same terms and conditions, for a 10 (ten) year time period ("**Extension Period**"). When determining the said Extension Period, the Turkish Code of Obligations, as well as the scope and term of this Agreement have been taken into consideration. Moreover, the Parties have aimed at minimizing the possible damages and losses, which might have occurred if this Agreement were to be terminated at a later date, due to the fact that one contracting Party is a professional association that is also a public institution, while the other Party is a legal entity. The Parties have negotiated this Article 5.3 with their free wills and have finalized its text.

5.4 The Lessee's Early Termination Right During the Extension Period

The Lessee has agreed, declared and undertaken that it (i.e. the Lessee) will not terminate this Agreement before this Agreement's Expiration Date ("**Minimum Lease Term**").

As result of the Lessee's undertaking with respect to the Minimum Lease Term, the Lessor has decided to enter into this Agreement with the Lessee, instead of with the other participants in the Tender. Moreover, the terms and conditions of this Agreement have been determined as result of the said undertaking.

Therefore, if the Lessee terminates this Agreement before the Minimum Lease Term and vacates the Leased Property, the Lessee should pay the Lessor the Rental Fee concerning the time period pertaining to the remainder of the Minimum Lease Term, as a penalty clause payment. In such case, the Rental Fees which the Lessee has paid in advance, will be kept by the Lessor as a penalty clause payment and will not be returned.

Starting from the conclusion of the Minimum Lease Term of this Agreement, the Lessee is entitled to unilaterally terminate this Agreement, without providing any reasons for such termination and without paying any compensation. In that case, the Lessee can terminate this Agreement by means of a written notification which the Lessee should submit to the Lessor, 1 (one) year in advance of such termination. For the avoidance of any doubt, the Lessee's obligation to pay the Rental Fee shall continue during the notification period.

If the Lessee terminates this Agreement without heeding the obligation to submit a notification, the Rental Fee pertaining to the months between the one year notification period and the time period which the Lessee has notified, must be paid to the Lessor, at the latest, on the Termination date. (For example, if the Lessee were to terminate this Agreement by means of a 4 month notification, the obligation to pay the Rental Fee pertaining to the said 4 month time period, would continue in force in accordance with the above paragraph. In such case, the Rental Fee concerning the remaining 8 month time period must also be paid additionally to the Lessor.)

6. RENTAL FEE AND THE PAYMENT OF THE RENTAL FEE

6.1 Rental Fee

Starting from the Lease Commencement Date, the Lessee shall pay the Lessor a rental fee ("**Rental Fee**") for the first Lease Year fee of [●]/m² as of the Signing Date, which is calculated based on the tender in the amount of the TRY [●]. This Rental Fee will be paid in advance by the Lessee to Lessor in advance at the Signing Date.

However, since the Lessee is granted a Grace Period, the first Lease Year's Rental Fee will be increased on January 1, 2022 based on the average of the Turkish Statistical Institute's consumer price index (TÜFE) for the time period between the Signing Date and January 2022. The difference between the increased price and the paid amount by the Lessee for the first Lease Year will be paid to the Lessor by the Lessee within the first 10 days of January 2022.

In case of the construction of the additional buildings on the land which also belongs to the Lessor and is next to the Leased Property as per Article 13.5, these buildings may be included in the Leased Property with the mutual agreement of the parties. In such case the Rental Fee will be increased pro rate to the enlargement of the Leased Property.

The Rental Fee which has been specified in this Agreement, is a net amount. The withholding tax which should be paid in accordance with the legislation which will be in force on the day when the Rental Fee will become due, as well as all the taxes which might be incurred later on, must be paid, immediately and additionally, by the Lessee to the Lessor or to the authorities which have been specified in relevant legislation.

6.2 Increase of the Rental Fee

At the beginning of each Lease Year, the Rental Fee shall be increased without any notice in accordance with the twelve month averages of the Turkish Statistical Institute's consumer price index (TÜFE) of the last Lease Year.

6.3 Payment of the Rental Fee

The Lessee shall pay the Rental Fee one year between the Lease Commencement Date and Expiration Date in advance at the Signing Date by transferring the relevant amounts on this Agreements Signing

Date to the Lessor's following bank account ("**Bank Account**"):

Bank: Türkiye İş Bankası
Branch: Ankara Branch
IBAN: TR46 0006 4000 0014 2000 0592 03
SWIFT: ISBKISTR

In case the Lease is renewed as per Article 5.3, Lessee will pay to the Lessor's Bank Account the Rental Fees calculated as per Article 6.2 within the first 5 (five) days of the Lease Year.

The Lessor may change the place of payment by means of a notification which he should send to the Lessee, at least, 15 Work Days in advance.

6.4 Default

The whole annual Rental Fee will become due at the beginning of the relevant Lease Year. If the Lessee fails to pay within the initial 5 Work Days of the relevant Lease Year, the Lessee will be deemed to have defaulted at the conclusion of the said 5th Work Day, without the need for any further notification.

In the event of a default, the Lessee must also additionally pay a default interest in an amount which will be calculated on the basis of the interest rate that is applicable to the advance transactions of the Turkish Central Bank.

The Lessor's right to terminate this Agreement in accordance with the provisions of relevant legislation as well as the Lessor's right to cash the Guarantee and request the eviction of the Lessee are reserved.

7. LETTER OF GUARANTEE

The Lessee agrees, declares and undertakes to submit the Lessor a definite, unconditional and irrevocable bank letter of guarantee ("**Letter of Guarantee**") as a guarantee for ensuring that all the Lessee' obligations and liabilities arising from this Agreement are fulfilled. The Lessee also agrees, declares and undertakes that the said Letter of Guarantee will be renewed at the beginning of each Lease Year, will amount to two years' Rental Fee and will remain valid for a time period of 2 (two) years, starting from the Signing Date. Third parties cannot impose attachments on the said guarantee, which also cannot be transferred or assigned. The Lessor's rights and receivables on the Letter of Guarantee will have precedence. The Letter of Guarantee must be submitted to the Lessor, at the latest, on the Signing Date (**Annex-3** - Sample Letter of Guarantee). The Lessor does not have to accept a Letter of Guarantee which does not conforms to the sample which has been provided in Annex-3.

Starting form the second Lease Year, the Letter of Guarantee should be prepared anew at the beginning of each Lease Year, in accordance with the sample which has been provided in Annex-3 and pro rata to the Rental Fee which has been increased within the framework of Article 6.2. Each of the said new Letter of Guarantees must remain valid for a minimum term of 2 years. The previous Letter of Guarantee should be returned to the Lessee, simultaneously with the submission of the aforementioned new Letter of Guarantee.

If the Lessee fails to submit the new Letter of Guarantee within 15 (fifteen) Work Days, starting from the determination of the Rental Fee pertaining to the relevant Lease Year, the Lessor can cash the existing Letter of Guarantee without the need to issue any warning or notification and the existing Letter of Guarantee can be kept as cash collateral until a new Letter of Guarantee has been submitted. In such case, the Lessee cannot request interest on the guarantee/collateral which is kept as cash and, moreover, the Lessee can also not request the payment of any amount, because of a decrease in the value of money or because of other similar reasons during the time period when the collateral/guarantee in cash is held by the Lessor.

The provisions concerning the renewal of the Letter of Guarantee are also applicable during the

Extension Period.

If the guarantee amount has decreased because of the Lessor partially or fully cashing the Letter of Guarantee, for any reason whatsoever, or, because of a setoff against the collateral/guarantee amount through revenue, the Lessee must complete the reduced portion in cash or renew the Letter of Guarantee. Failing to renew the Letter of Guarantee within 15 Work Days will be deemed a breach of this Agreement and, moreover, it also constitutes a reason for the termination of this Agreement by the Lessor.

After the expiration or termination of this Agreement:

- If no amount (e.g., Rental Fee, penalty amount, remedy of damages, tax debts, subscription, repair costs, etc.) which the Lessee should pay to the Lessor in accordance with this Agreement exists, the Letter of Guarantee will be returned to the Lessee, at the latest, within 3 (three) months after the date of eviction.
- However, if any amount which the Lessee should pay to the Lessor exists, the said amount will be primarily collected from the Letter of Guarantee and, if any balance exists, such balance will be returned in the manner which has been specified above, at the latest, again within 3 (three) months, starting from the date of eviction.
- If the amounts which the Lessee should pay to the Lessor exceed the amount of the Letter of Guarantee, all the existing debts will be collected from the Letter of Guarantee. In such case, the Lessee should pay the Lessor the balance amount, at the latest, within 7 (seven) days, starting from the eviction date. Moreover, in that event, the Lessor would have a right of retention in the amount of the Lessee's surplus debts, on the properties which belong to the Lessee and which are located in the Leased Property, until the relevant debt has been paid.

8. HANDOVER OF THE LEASED PROPERTY

8.1 Handover Date

The Lessee has examined the Leased Property during the Tender process and before the Handover Date, with respect to all sorts of legal, technical and regulatory rules. The Leased Property will be handed-over to the Lessee on the Anticipated Handover Date in its current condition, together with a hand-over record, after the examination of the Leased Property.

If the Lessee is not present during the hand-over without showing any justified reason or if the Lessee refrains from taking over the Leased Property without the existence of any justified reason, even though it [i.e. the Lessee] is present during the handover, the Lessee will be deemed to have taken over the Leased Property on the Anticipated Handover Date.

If the Lessee is not present on the Anticipated Handover Date, the Lessor will send the Lessee a written invitation with a 7 (seven) day term. Because the Leased Property should urgently become ready for operation in line with this Agreement's goal and purpose, if the Lessee continues to remain in default with respect to the takeover of the Leased Property, despite the aforementioned citation, the Lessor would be authorized to terminate this Agreement by means of a unilateral declaration of intent, if it [i.e. the Lessor] wishes. In the event that the Lessor terminates this Agreement in accordance with this article, the Lessor will be entitled to lease out the Leased Property to the other willing participants of the Tender, because of the Lessee's failure to fully implement the terms and conditions of the Tender. If the Leased Property has been leased out to another willing participant of the Tender, the difference between the total amount of the (10 year) Rental Fee which the Lessee has proposed and the total amount of the (10 year) Rental Fee which has been proposed by the said other participant of the Tender, must be paid by the Lessee to the Lessor, if such difference exists. In case there is no other interested party or their refusal of signing a lease, the Rental Fee for one year will be indemnified by the Lessee. Within the

framework of this provision, the Lessor is entitled to cash the Letter of Guarantee which has been submitted to the Lessor in the Tender, for the purpose of collecting the aforementioned amount. In such case, the Lessor will also be entitled to request the balance amount from the Lessee. This article will not be affected by the termination of this Agreement.

8.2 Furniture, Fixtures and Equipment in the Leased Property

The Leased Property should be handed over together with the furniture, fixtures, integral parts, appendages and equipment (jointly, to be referred to as "FF&E") which have been listed in Annex-4 (**Annex-4** - FF&E List) and in the Leased Property's currently existing condition.

All the furniture, fixtures, integral parts, equipment and other gear other than the FF&E, which has been specified in the relevant annex, as well as all sorts of fixed and movable equipment that are located in the ballroom, restaurant and kitchens in the Leased Property, should be obtained by the Lessee, under the condition that the Lessee should cover the costs of such items.

9. DECORATION OF THE LEASED PROPERTY

9.1 Decoration Project

The Lessee accepts that the Leased Property must be perceived as an attractive architectural complex which is in compliance with international standards as well as coherent in itself and decent.

The Lessee must submit the Lessor a copy of the decoration project ("**Decoration Project**") whose preparation the Lessee should commission in accordance with first class standards by taking whole of the Leased Property into consideration (including the architectural projects, the location list, the mechanical equipment list and the electrical-electronic equipment list which have also been submitted in the annexes to the Tender), at least, within 15 (fifteen) days as of the actual handover date.

The Lessor will approve the Decoration Project which has been submitted to the Lessor, within 15 (fifteen) days or will notify the Lessee about the Lessor's objections and/or requests, if such objections and/or requests exist, within the framework of the standards which should be met. If the Lessor does not give a negative response within the said time period, the Decoration Project will be deemed to have been accepted. The Lessee must take appropriate action about the Lessor's objections and requests within a reasonable time period which will be determined by the Lessor, in accordance with characteristics of the objections and requests related to the Decoration Project.

If the Lessee fails to submit the Decoration Project on the prescribed date, such delay would not affect the expiration date of the Grace Period, which has been specified in Article 5.2. The Lessee cannot request the extension of the Grace Period, because the Lessee has been late in complying with the submission date of the Decoration Project.

9.2 Decoration Works

In order to commence the decoration works ("**Decoration Works**"), which is included in the Fit-out Project and has been approved by the Lessor, the Leased Property should have been handed over to the Lessee. Moreover, the Lessor or the company which the Lessor has authorized, should have approved Decoration Project as well as the contractors and subcontractors, which will carry out the decoration project.

After the handover of the Leased Property and the completion of the preparation of the Decoration Project, the Lessee must immediately start the execution of the Decoration Works, in accordance with the Decoration Project which the Lessor has approved and also, in accordance with the Leased Property's standards.

The Decoration Works should be carried out in accordance with the issues which have been specified in the Decoration Specifications as well as the following principles:

- (a) The Lessee agrees and declares that it will carry out the Decoration Works in compliance with all the legal and occupational safety rules, that all the costs, responsibilities and risks arising from the execution of the Decoration Works will belong to the Lessee, that it [i.e. the Lessee] can be held liable and responsible for compliance with the Labor Law and with social security legislation as well as with all other legislation, including financial, legal, administrative and criminal legislation and that the subcontractors which the Lessee will employ in the execution of the Decoration Works can also be held liable and responsible to an equal extent, together with all the employees of the said subcontractors.
- (b) The Lessor has the right to enter the Leased Property whenever it wishes, for the purpose of determining whether or not the Decoration Works are being carried out or have been completed or not in accordance with the provisions of this article. The Lessor is also entitled to check and control the Leased Property or have the Leased Property checked/controlled for the aforementioned purposes, whenever it wishes. If, as result of such control, it becomes established that the provisions of this article have been violated, the Lessee must immediately remedy the said violation, within the cure period which the Lessor will grant the Lessee. Moreover, the Lessee must also take all the required measures and precautions.
- (c) The Lessee should remedy all the [physical] damages which might occur at the Leased Property as result of the execution of the Decoration Works. Furthermore, the Lessee should immediately remove all the waste and trash related to the Decoration Works from the Leased Property.
- (d) The Lessee should compensate for all the damages and losses which the Lessor might incur, because of the violation of any permit pertaining to the Decoration Works as well as, because of non-compliance with any such permit or because of a failure to do what such permit requires. The Lessee should also compensate for all the damages and losses which the Lessor might suffer due to requests relating to the Decoration Works.
- (e) Any delay which might occur with respect to the execution of the Decoration Works or with respect to the finalization of the Decoration Works or delays in remedying violations concerning the Decoration Works, would not form a reason for delaying the commencement of this Agreement, or for delaying the payment of the Rental Fee or the payment of any other amounts to be paid pursuant to this Agreement. Such situation would also not absolve the Lessee from the responsibility to fulfill and comply with the obligations, the undertakings and commitments, and the terms and conditions as well as the provisions which the Lessee should fulfill and comply with.

The ownership of the items which will be removed during the Decoration Works would belong to the Lessor. The Lessee should transfer the said goods/items to any location which the Lessor wishes. The costs and expenses of such transfer will be borne by the Lessee.

The Decoration Works which the Lessee plans to carry out at the Leased Property during the term of this Agreement will also be subject to the provisions of Articles 9.1 and 9.2.

10. MAINTENANCE AND RENEWAL OF THE LEASED PROPERTY, CHANGES TO THE FF&E

10.1 Ordinary Maintenance, Repairs and Renovations

The Lessee shall carry out all the maintenance, repairs, corrections, corrections and rectifications as well as renovations of the Leased Property and of the FF&E, which are required for keeping the Leased Property and the FF&E in accordance with the goals and purposes of this Agreement (and which have

not been listed in Article 10.3) *(also including electricity, water, natural gas, fire safety, air conditioning, sewage and IT systems, elevators/lifts and escalators, lighting fixtures and equipment, cables and facades/exterior surfaces etc.)* ("**Ordinary Maintenance, Repairs and Renovation(s)**") and shall bear the costs and expenses for the foregoing.

The Lessee should regularly carry out the landscaping of the Leased Property and should ensure that the landscaping is always well maintained.

Except for the renewal, replacement with newer items and maintenance of the FF&E, if new FF&E is purchased for the Leased Property, the newly purchased FF&E will be owned by the Lessee and the said FF&E will be subject to Article 17.3, in the event that the Leased Property gets evicted.

While the Lessee may enter into service contracts with third parties with respect to the Ordinary Maintenance, Repairs and Renovations, the Lessee can also take over the service contracts which the Lessor has previously entered into -provided that the service providers accept such takeovers-.

The Lessee should submit one copy of each report, record and similar document which will be prepared within the scope of the Ordinary Maintenance, Repairs and Renovations, to the Lessor, at the latest, within 7 days, starting from the preparation dates of the relevant documents.

If the Lessee fails to carry out the Ordinary Maintenance, Repairs and Renovations within a reasonable time period and, if therefore, the Lessor is forced to carry out the foregoing, the Lessee agrees, declares and undertakes to pay, immediately and in cash and without the need for any additional notification, all the costs and expenses which the Lessor has incurred because of the Lessee's said failure. Otherwise, the aforementioned cost and expenses would be covered by means of resorting to the Letter of Guarantee.

10.2 Allocating Provisions for Maintenance and Repairs

The Lessee should deposit at the blocked account which has been opened by the Lessor provisions for:

- (a) Changing and renewing the FF&E located at the Leased Property as well as for making additions to the FF&E, and
- (b) Ordinary Repairs and Renovations

("FF&E Provisions"). No money can be removed from the said account, without obtaining the written approval of the Lessor. Moreover, all the payments which have been made from the FF&E Provisions and the invoices which have been issued with respect thereto, must be documented by the Lessee.

Starting from the Lease Commencement Date of this Agreement, the FF&E Provisions to be allocated in each Lease Year will amount to three percent (3%) of the Rental Fee concerning the relevant Lease Year. The amounts pertaining to the FF&E Provisions which will be allocated, should be deposited within the first month of the Lease Year. The FF&E Provisions should belong to the Lessee.

10.3 Maintenance, Repairs and Renovations Which Should Be Carried Out By the Lessor

Within the scope of the Lessor's obligation to keep the Leased Property ready for its purpose of use, the Lessor is only responsible for the maintenance, repairs and renovations of the roof, the load-bearing walls and columns, the beams and the chimney, from among the structural elements of the Leased Property.

If the maintenance, repairs and renovations which have been specified in this article must be carried out during business hours, because of technical reasons or due to other reasons, the Lessee cannot request any compensation for revenue losses.

11. PERMITS

The Lessee is responsible for obtaining all the required permits, licenses and approvals (jointly, to be referred to as the "**Permits**") which should be obtained from the relevant municipality and from other authorized public agencies in Turkey, for the purpose of using the Leased Property in accordance with the permitted uses, as well as for paying the required fees pertaining to the Permits. The Lessor undertakes to submit all the required documents which are needed for ensuring that the Lessee can obtain such Permits and which concern the Leased Property and which are in the Lessor's own possession.

The Lessee must keep and maintain the Permits that are required for carrying out the Lessee's operations at the Leased Property valid and in effect during the term of this Agreement or must renew them. The Lessee must strictly obey the terms and conditions of the said Permits and moreover, must also ensure that others comply with terms and conditions of such Permits. After obtaining the relevant Permits, the Lessee must submit copies of the said Permits to the Lessor. Likewise, the Lessee must pay all the taxes concerning the Leased Property and the activities which will be carried out.

12. USAGE COSTS AND EXPENSES

The Lessee should sign the subscription contracts relating to electricity, water, natural gas, Internet, TV and similar services pertaining to the Leased Property in the Lessee's own name.

Moreover, the Lessee must also pay the taxes and expenses, such as the environmental cleaning tax, the advertisement and announcement tax and the entertainment tax, arising from the usage of the Leased Property.

If requested, the Lessee should submit to the Lessor copies of the documents which prove that the Lessee has made payments, such as the electricity, water, natural gas, social security and tax payments. The Lessee cannot refrain from making the said payments, by claiming that the Lessor is responsible for the aforementioned expenses. If this Agreement expires or is terminated, the Lessee should submit to the Lessor debt clearance certificates with respect to the Lessee's payments, such as electricity, water, natural gas, social security and tax payments.

13. RIGHTS AND OBLIGATIONS OF THE LESSOR

13.1 Obligatory Expenses

The Lessor should pay the property tax pertaining to the Leased Property. The Lessor should also purchase mandatory earthquake insurance.

13.2 Organizing Free Events

The Lessor is entitled to use areas where events are planned to be held, on any date, without being obligated to issue any prior notification at any time in advance, under the condition that the area where an event is planned to be held, has not been optioned to any third parties (by means of a written contract), with respect to the relevant date. The Lessor is entitled to use the aforementioned area(s) and hold events, free of charge and on, at most, 12 (twelve) days for the events that will be solely organized by the Lessor in a given Lease Year. In such case, the Lessee should provide and allocate the equipment and materials which are required for the event and which are available in the Lessee's stocks/inventory, to the Lessor for free.

13.3 Trademarks

The Lessor should grant the Lessee the permission for the non-exclusive use of the trademark ("**Trademark**") whose details have been provided in Annex-5 (**Annex-5** - Trademark List) and which is registered in the name of the Lessor. The Lessee should be deemed to have accepted in advance that the Lessee's right to use the aforementioned Trademark name has ended, at the expiration of the term

of this Agreement. In case there are other trademarks or logos of the Lessee, that the Lessee would like to use other than the Trademark determined by the Lessor, these trademarks, logos and/or slogans will be submitted to the Lessor's approval within 10 (ten) Work Days as of the Signing Date. In case the Lessor grants its written permission, these trademarks will be registered free of charge by the Lessee in the name of the Lessor and will not be used until the registration is completed and a license agreement is signed. The Lessee will bear the costs of the creation and registration of the trademark it proposed and will keep the Lessor harmless from any claims directed by the third parties due to the use or registration of these. In case the Lessor grants a written permission to the Lessee to register the subject trademark in the name of itself, Lessee will deliver these intellectual property rights to the Lessor 1 (one) month before the expiration of the Lease and register the subject right in the name of the Lessor, without any charge. Without the registration the Leased Property will be deemed not evacuated.

The web sites (domains) and social media accounts related to the Trademarks created (or offered) by the Lessee will be transferred to the Lessor without any charge, at the time of the termination of the Lease. Other than the exception in the above paragraph For the period of the Lease, the Lessee is not allowed to use any other trademark, name or etc. other than the Trademark determined for the Leased Property by the Lessor.

13.4 Audit

The Lessor may examine and evaluate the situation of the Leased Property, FF&E and the undertakings under the Lease without any prior notification (and regardless whether or not any emergency exists). If, as result of the inspection which has been carried out, a violation of any undertaking, requirement for repairs, removal of fixtures or any unauthorized modifications and renovations or any unauthorized additions are identified, the Lessee must remedy such violations within 1 (one) month after receiving a written notification for remedying the said violations (or within a shorter time period which the Lessor will determine in accordance with the nature of the relevant violations). Additionally, the Lessee will provide an up-to-date list of the FF&E and other equipment within 5 (five) Work Days following the Lessor's request.

13.5 Construction Right

Within the framework of the zoning plan which is currently in force, the Lessor may carry out any construction work that it wishes, in the section which has been identified in the Floor (Layout) Plan that has been provided in Annex-2. Moreover, the Lessor can also use its right of disposal, in any manner it wishes, on the additional structures which have been constructed. Namely, the structures which are to be constructed in the aforementioned area, do not lie within the scope of this Agreement and, therefore, the Lessor might make the Lessee a proposal for the rental of the said location, at the Lessor's own discretion. The Lessee consents in advance to the said construction which will be carried out and this issue has also been taken into consideration when determining the Rental Fee. Thus, within this framework, the Lessee cannot request any reduction of the Rental Fee or any compensation, by claiming that the Lessee's activities have been adversely affected during the execution of the construction works.

14. RIGHTS AND OBLIGATIONS OF THE LESSEE

14.1 Obligation to Use With Care

The Lessee agrees, declares and undertakes to:

- (a) Fully comply with all the agreements which have been entered into with the public authorities and with third parties with respect to the Leased Property and also, to adhere to the terms of the sponsorship contracts which the Lessor will enter into with third parties with respect to the names that will be given to the halls.
- (b) Comply with all the measures which public authorities have taken with respect to COVID-19 and similar disease outbreaks.

- (c) Refrain from actions which might harm the Leased Property.
- (d) Refrain from carrying out illegal activities at the Leased Property and to operate the Leased Property in accordance with legal regulations, moral and ethical obligations and in compliance with the orders and instructions of public authorities.
- (e) Ensure that the Leased Property is kept and maintained in a good condition and to immediately notify the Lessor about any damages related to the issues which have been mentioned in Article 10.3.
- (f) Refrain from installing any signboards, brand names, advertisements, announcements, etc. at places other than those which will be determined by the Lessor.
- (g) Refrain from using any brand name, logo, sign or name without obtaining permission and to compensate for any damages and losses which the Lessor might suffer because of the aforementioned reason.
- (h) Refrain from even temporarily keeping any flammable, combustible or explosive materials at the Leased Property, other than in sections which have been allocated for the consumption of food and beverages or power plants, such as restaurants and cafés; and to refrain from using liquid gas, LPG, firewood, coal, fuel oil or similar fuel at any place in the Leased Property.
- (i) Accept and comply with all the rules which might be determined with respect to general safety and security, earthquake safety, fire safety as well as with respect to other similar measures and arrangements/regulations and which might be notified to the Lessee in writing, from time to time.
- (j) Ensure, with respect to the internal safety and security of the Leased Property, all kinds of personal safety and property safety, for both the employees of the Lessee and for people visiting the Leased Property.
- (k) Use the covered parking area only for the purpose of parking vehicles.
- (l) Clean the external surfaces of the Leased Property or have them cleaned, at least, once every three months.
- (m) Install and operate the sound and lighting systems itself and to regularly renew and replace the sound and lighting systems, by following current technologies and needs.
- (n) Provide catering services itself
- (o) Refrain from allocating the Leased Property to political parties for events, other than the general assemblies, party elections, and conventions of political parties.

If the Lessee violates its obligations which have been specified in Article 14.1., the Lessor will issue the Lessee a one-off written notification, so that the Lessee can remedy the said violation and will grant the Lessee a reasonable cure period for remedying such violation. If the Lessee fails to remedy the relevant violation during the cure period which has been granted or if the same violation occurs one again during the term of this Agreement, the Lessor may terminate this Agreement in accordance with Article 17.

14.2 Obligation to Use in Accordance With the Purpose of This Agreement

Within the scope of the Purpose of this Agreement which has been specified in Article 3.2, the Lessee agrees, declares and undertakes to fulfill the following obligations:

- (a) The Lessee shall finalize the Decoration Works at the Leased Property until the conclusion of the Grace Period and shall start carrying out convention and exhibition organizations as well as holding art events, etc. and shall commence the operations of the service areas which are located at the Leased Property, in accordance with the goal and purpose of this Agreement.
- (b) The Lessee should always be active at the Leased Property and should carry out organizations, such as conventions, exhibitions and hold art events, in a manner which would strengthen the image and reputation of the Leased Property, the Brand and ATO. The Lessee should comply with international standards and should give priority to events which possess the ISO 20121 Sustainable Events Standard.
- (c) Within the framework of fulfilling this Agreement's goal and purpose, the Lessee should follow a competitive policy with respect to the pricing policy (*including the allocation fees, lighting and sound system prices, material costs, organization packages, electricity consumption fees (should be calculated by means of a submeter), Internet connection and usage fees, cleaning and waste collection fees, areas for consumption of food and beverages*) which is applicable at the Leased Property and moreover, should also follow a competitive policy by using convention and event centers which are located primarily in Ankara as well as in İzmir, Antalya, Bursa and İstanbul and which are on a similar scale to the Leased Property, as a basis. Moreover, the Lessee should make Ankara attractive for these kinds of organizations. The Lessee cannot request any fee for services which the Lessee does not directly provide or make available for use (for example, if a customer brings along his own private stand).
- (d) The Lessee should announce the annual maximum price list for the following year, which will be applicable to events that will take place at the Leased Property, on its own website, each December. Moreover, the said price list must be delivered to the Lessor during the month of December. If need arises, the said maximum price list may be updated during the course of a year, by obtaining the Lessor's opinion.
- (e) The Lessee and its employees are obligated to refrain from carrying out activities and presenting appearances which are incompatible with the Lessor's reputation. The Lessee's activities must be compatible with the Lessee's position as a merchant and, in particular, with the obligations which have been stipulated in Law number 5174 on the Union of Chambers and Commodity Exchanges of Turkey, which ATO is subject to.
- (f) If the Permits which are required for organizing fairs at the Leased Property can be obtained, the Lessee should carry out its fair organizations in accordance with the Methods and Principles Pertaining to Organizing Domestic Fairs, which TOBB has determined.
- (g) The Lessee should submit its business plans and projects concerning the provision of safety, security and cleaning services which are required for carrying out activities at the Leased Property, in accordance with the goal and purpose of this Agreement, as well as information pertaining to the Lessee's subcontractors and to the numbers and staff structure of the personnel which will be employed in the execution of the relevant business, together with information regarding the construction machinery, materials and other equipment which will be used when carrying out the relevant business, to the Lessor for approval. If the Lessor does not give the Lessee a negative response, within 10 (ten) Work Days, starting from the submission of the aforementioned plans and projects to the Lessor, that would mean that the said plans and projects have been accepted.

- (h) The Lessee should have a respectable domestic and/or international independent audit firm prepare an annual audit report and shall submit the said report to the Lessor. If the Lessor wishes to have another audit report prepared by an independent audit firm under the condition that all the costs and expenses pertaining to the preparation of the said new audit report are to be borne by the Lessor, the Lessee should share all the information which is required for preparing the relevant new report. Moreover, the Lessee should fully cooperate with the Lessor in a transparent manner.
- (i) The Lessee should ensure the continuity of the events and organizations which will be held at the Leased Property. Therefore, the Lessee should prioritize firms that have previously carried out events or organizations at the Leased Property. Furthermore, the Lessee should strive to ensure that these organizations/events are also held in the following years (and at the same time of the year). Moreover, the Lessee should comply with the provision which has been specified in Article 15.2.
- (j) The Lessee is not permitted to operate another convention, arts and events center in the province of Ankara.

If the Lessee violates its obligations which have been specified in Article 14.2, the Lessor might immediately terminate this Agreement.

14.3 Sponsorship Agreement

The Lessee may enter into sponsorship agreements with third parties for the naming of the parts or whole of the Leased property to be used together with the Trademark subject to the written approval of the Lessor.

The Lessor and the Lessee will jointly be the party to the subject sponsorship agreement and if the sponsorship agreement is initiated by the Lessee, the income from the sponsorship agreement will be received in 75% by the Lessee and %25 by the Lessor and if the sponsorship agreement is initiated by the Lessor himself then the income will be received in 50-50.

15. ASSIGNING THE AGREEMENT AND SUB-LEASE

15.1 Lessee's Prohibition of Assigning

The Lessee will operate the Leased Property on its own behalf and account.

The Lessee cannot assign the Agreement to a third party, including group companies, subsidiaries, affiliated companies, partners, without the written consent of the Lessor. While granting approval, the Lessor will take into account the reputation of the assignee, whether it fulfills the competency requirements under Article 7 of the Administrative Specifications, its positive contribution to the Leased Property, its capacity to pay and other issues.

Any share transfer as of the Date of Signature, and/or a change in majority shareholders or any transaction that will result in a change of control (including transfer of business, merger and acquisition) will mean the assignment of this Agreement and will constitute a violation of the Agreement if it occurs without the written approval of the Lessor. In order to monitor it, the Lessee will submit the information on the partnership structure of its company (**Annex-6** - Lessee's Partnership Structure) to the Lessor on the date of signature of the Agreement. In case the Lessee is a joint venture, any share transfer without the written approval of the Lessor resulting the leading partner not having more shares compared to the other parties will be considered as the violation of the Lease. If requested by the Lessor, at any time, the Lessee shall immediately submit a copy of the book of shares to the Lessor.

15.2 Sublease and Use by Third Parties

The Lessee may sublease the areas for food and beverage and similar services with the approval of the

Lessor. In such a case, the Lessee and the sub-lessee shall conclude a written agreement and submit a copy to the Lessor. The rights of the sub-lessee in that agreement shall be limited to the rights of the Lessee in this Agreement.

In line with the purpose of use of the Leased Property, the Lessee may temporarily assign the whole or a part of the Leased Property to third parties within the scope of conventions, seminars, art events and similar organizations with the condition of a written agreement. In all of the agreements by the Lessee with third parties in order to ensure the fulfillment of the purpose of the Agreement and the obligations of the Lessee in Article 14.2, the following provisions shall be included:

- *will be entitled to issue the first tender for the same period of the following year (the period covering one week before and one week after the date of the event),*
- *will exercise the right to issue the first tender until 6 months before the relevant date,*
- *in the case of exercising the right to issue the first tender within this period, the fee in the following year may be increased by up to + 10% more than the average WPI-CPI (both will be calculated per the average of the twelve months' chance) compared to the previous year,*
- *sound, light and similar equipments that do not have equivalent in the Leased Property and the Lessee's fixture/inventory, may be outsourced by the customer, without paying any additional fees,*
- *the customer may bring their own private stand, free of charge, as long as it is suitable for the infrastructure of the Leased Property,*
- *in the event of termination of the original Lease Agreement signed with ATO, the relevant agreement may be assigned to ATO or to third parties at the discretion of ATO, and*
- *will act in accordance with the brand value and reputation of ATO and the Leased Property,*

Assigning the Leased Property to third parties partially or completely or sub-leasing it without including these provisions will constitute a violation of the Agreement.

Sub-leasing or assigning the use of the Leased Property partially or completely under this article does not exclude the Lessee's responsibilities.

16. LIABILITY FOR DAMAGES AND INSURANCE

The Lessee is personally and jointly responsible, together with the other perpetrators for any damages brought to the Leased Property and/or to the third parties in the Leased Property by themselves, its employees, its assistants and the persons or organizations that provide all kinds of services and goods to the Lessee.

The Lessee must insure the Leased Property and all risks arising from the activities in the Leased Property, types, amounts and exemption rates for each Lease Year determined by the Lessor and in accordance with the insurance technique and the purpose of the insurance (considering the harmony between the real value of the interest that will be insured and the risks to be encountered) notified to the Lessee until 15 (fifteen) days before the beginning of the concerning Lease Year. In this context:

- (a) Third party financial liability insurance covering the subcontractors and subcontractors related to the Leased Property (will be provided within 7 (seven) days at the latest from the Date of Signature), for the entire Leased Property, including all annexes and FF&E, for mainly fire, lightning, explosion, strike, lockout, public movements, malicious acts, terror, theft, internal waterlogging, smoke, storm, snow weight, hail, lack of insulation, earthquake, landslide, land vehicle and aircraft crash, flood, glass breakage, machine breakage, electronic device breakage, environmental pollution, cancellation of

organization, and insurance that can meet the risks of the Lessor, such as loss of rent for up to 12 months, as a result of any damage mentioned in the policy coverage, including the guarantees for Cross Liability and Lift Liability,

- (b) Financial liability insurance of the Lessee (will be provided within 7 (seven) days at the latest from the Signing Date),
- (c) Insurance that covers the risk of possible food poisoning due to the all kinds of activities that will be held in the Leased Property and due to the activities of food-selling businesses, such as restaurants, cafés, buffets, that will be start their operations in the Leased Property (insurance will be provided within 7 (seven) days at the latest after the establishment of the contractual relationship in writing between the Lessee and the sub-lessee, that covers the organizations, of which the Lessee will directly carry out, or in cases where food-selling establishments such as restaurants, cafes and buffets start their operations under a sub-tenancy relationship)
- (d) Fire liability insurance (will be provided within 7 (seven) days at the latest from the Date of Signature),
- (e) Liability insurance covering the sub-lessee businesses (will be provided within 7 (seven) days at the latest after the contractual relationship is established in writing between the Lessee and the sub-lessee),
- (f) Employer's financial liability insurance (will be provided within 7 (seven) days at the latest as of the Date of Signature),
- (g) Parking liability insurance (will be provided within 7 (seven) days at the latest from the Date of Signature).

At least three insurance policy proposals, together with the reinsurance structure, that will be issued from different insurance companies shall be submitted to the Lessor's approval by the Lessee. The scope of these insurance policies shall include all kinds expenses, such as court costs, attorney fees, interest, and shall be paid including VAT.

The Lessor shall examine the coverage of the policy proposals, the financial structures of the relevant insurance companies and the distribution of reinsurance in the insurance policies, such as insured risks and shall notify the Lessee in writing of the policy proposal that the Lessor finds appropriate. In all of the insurance policies that will be issued within this framework, it shall be stated clearly that the Lessor has the title of loss payee, and that the Lessee shall not have recourse against the Lessor in any way and under any circumstances, and that, except for the exemption and coinsurance rates specified in the insurance policies, there shall be no deductions from the compensation under names such as under-insurance. Practices of coinsurance and/or exemption do not exclude the Lessee's responsibility, except for natural disasters and cases where the Lessor is the primary and gross negligent party.

Insurance policies shall be issued in such a way that they cannot be canceled for any reason and no additional documents damaging the interests of the Lessor shall be added, starting from the date of its issuance and in any case until the end of the term. In the case of the Lessee does not issue the insurance policies within the periods mentioned above despite the notice served by the Lessor or in the case of the Lessee issues the insurance policies against the determinations/demands of the Lessor, it shall consist the breach of the Agreement, and grants the Lessor the right to terminate the Agreement immediately and evacuate the Lessee from the Leased Property.

In the policies that will be issued to insurance companies by the Lessee, the Lessor shall be the insured and the Lessee shall be the insurer. In the event that the Leased Property is destroyed or damaged, the

Lessee shall fulfill all its obligations, including notifying the risk to the insurance company, and ensuring that the sum insured is received by the Lessor.

Again, in the contents of this insurance policy, it will be clearly stated that no changes and cancellations can be made on the insurance policy without the permission of the insured (Lessor).

All expenses, particularly the insurance fee, that arise due to the issuance of insurance policies by the Lessee, shall be covered by the Lessee, and a copy of the insurance policies and a copy of the documents indicating that all insurance costs have been paid will be submitted to the Lessor within 7 (seven) days at the latest after the issuance of the insurance policies.

In the event that the Lessee breaches its obligation of issuing the insurance policies mentioned above, or that the Lessee does not pay or partially pays the insurance fee of the insurance policies, the said insurance policies shall be issued by the Lessor and all insurance expenses, incurred together with the insurance fees that are not paid or partially paid with insurance costs, shall be covered by liquidating the Letter of Guarantee, without prejudice to the provisions regarding the margin of the guarantee.

The Lessor has the right to terminate the Agreement immediately and evacuate the Lessee from the Leased Property, as the following will also constitute a violation of the Agreement: in the case of the Lessee does not fulfill its obligation to issue an insurance policy within the specified period that is stipulated in this Article, in the case of the insurance policy and payment documents related to the insurance policies issued are not submitted on time, in the case of non-payment or partial payment fees arising from fees or issued insurance policies.

The Lessee agrees, declares and undertakes to bear all responsibility arising from the Labor and Social Insurance law, especially in terms of possible work accidents, as the Lessee also has the status of an employer due to the Decoration Works that will be carried out in the Leased Property, and that the Lessee will exempt the Lessor from any claims and damages.

In the event that any and all insurance policies lose its validity for any reason, the Lessee agrees, declares and undertakes to immediately compensate any and all damages arising from the risk occurrence in the insurance policy concerned, without prejudice to the right of the Lessor to claim non-pecuniary damages.

The expression of third person, within the scope of this Article, refers to the persons who are located in the Leased Property, whether they are affiliated with the Lessee, whether there is any contract between the Lessee and them, and whether their residence or place of work is the Leased Property.

17. TERMINATION OF THE AGREEMENT AND PROCEDURES TO BE CARRIED OUT AFTER TERMINATION

17.1 Termination of the Agreement by the Lessor

In cases where it is necessary to grant time to the Lessee for the remedy of breach of Agreement, if the breach has not been remedied until the end of the granted time, the Lessor may immediately terminate the Agreement in the following cases:

- (a) Violation of the permitted use, as specified in Article 4,
- (b) Lessee's default in paying the Rental Fee,
- (c) Lessee's failure to submit the Letter of Guarantee or to not renew it as specified in Article 7,
- (d) Lessee's failure to hand over the Leased Property within the period specified in Article 8.1,
- (e) Lessee to carry out Decoration Works without the consent of the Lessor,

- (f) Not obtaining, canceling, suspending the permits and such situations preventing the operation of the Leased Property for at least 1 (one) month,
- (g) Lessee's breach of obligations stipulated in Articles 14.1 and 14.2,
- (h) Assigning of the Agreement of sub-lease of the Leased Property in violation of Articles 15.1 and 15.2
- (i) Lessee's failure to fulfill its obligations regarding insurance specified in Article 16,
- (j) Lessee's bankruptcy.

17.2 Penalty Clause

Pursuant to Article 17 of the Agreement, in case of the termination of Agreement by the Lessor due to the breach of the Agreement by the Lessee, without prejudice to the provisions of penalty clause and compensation set out in the relevant Article of the Agreement, the Lessee shall pay the penalty clause ("**Penalty Clause**"), amounting to the one-year Rental Fee on the date of termination, to the Lessor. The said Penalty Clause is independent from the Lessee's fault, and the Lessor shall be able to claim its damages that exceed the Penalty Clause from the Lessee. Considering the nature and purpose of the Leased Property, the Lessee agrees, declares and undertakes that the Penalty Clause is not exorbitant and that it will not demand mitigation.

If there is a Rental Fee paid in advance by the Lessee, the Rental Fee amount after the date of termination will be deducted from the Penalty Clause.

The penalty clause in this Agreement and under Article 17.2 are not affected by the termination of the Agreement.

17.3 Transactions Carried Out After Termination

In the event of the expiration or termination ("**Termination**") of the Agreement, the following provisions will be applied and these will continue to be valid after the termination:

- (a) The Lessee shall return the Leased Property and FF&E to the Lessor in full, with all maintenance and repairs completed. The Lessee shall leave all kinds of investments and annexes at the Leased Property free of charge, which are fixtures of the Leased Property, and that cannot be dismantled or that dismantling them will damage the Leased Property.
- (b) In order to perform the return procedure, the Lessee and the Lessor shall be present with their technical team on the date that they agree (if they cannot agree, on the Termination date) for the return of the Leased Property to the Lessor. In the event that the Lessee is not present at the Leased Property on the return date concerned without a justifiable reason, the Lessee shall remedy all deficiencies determined by the Lessor in the minutes in the absence of the Lessee.
- (c) The Parties shall examine the Leased Property and identify the deficiencies within the framework of the return procedures. For the renewal, maintenance and repair of the Leased Property and FF&E, first of all, FF&E Provisions shall be used. After such maintenance and repairs are completed, the amount remaining in the FF&E Provisions shall be returned to the Lessee, and in case the FF&E Provisions are not sufficient, the remaining costs shall be covered by the Lessee.
- (d) The Lessee has the right to disassemble and obtain the movables that are not included in the FF&E List and that are not a fixture (The ones that are included here and renewed or replaced with a new one will be deemed to be in the FF&E List) as well as disassemble

and obtain decorations without damaging the Leased Property. However, if the Lessor requests it, the Lessee shall assign the said movable and decorations to the Lessor with its book value. In addition, the Lessee shall remove the movables and decorations that the Lessor wants removed from the Leased Property at the time of evacuation. Otherwise, the Lessee shall pay the Lessor 20% more of the expenses bore by the Lessor regarding the transportation and storage of the movable from the Leased Property.

- (e) The Lessee shall, to the extent permitted by the legislation, assign all permits issued in their name and all documents used while operating the Leased Property to the Lessor or to a third party determined by the Lessor
- (f) The Lessee shall assign any contract (service purchase, purchase of goods, customer, organization etc.) regarding the Leased Property to the Lessor or to third parties determined by the Lessor, if the Lessor requests it.

18. NOTICES

All written notices, requests, inquiries and other communications within the scope of this Agreement or in connection with this Agreement will be issued by hand delivery, cargo, e-mail or mail with return receipt requested, unless the notice has to be made in the procedures specified in the Turkish Commercial Code.

Lessor:

ANKARA CHAMBER OF COMMERCE

Address: ATO Directorate of Procurement Söğütözü Mah. 2180. Cad. (Eski 2. Cad.)
No.5/A 06530 Ankara
Telephone Number: (312) 201 8107-11-77
Fax Number: (312) 201 8118
To the attention of: Directorate of Procurement
E-mail: ankaraticaretodasi@hs01.kep.tr

Lessee:

[Please write the Lessee's Company Name]

Address: [REDACTED]
Telephone Number: [REDACTED]
E-Mail: [REDACTED]
To the attention of: [REDACTED]
Faksimile: [REDACTED]
E-mail: [REDACTED]

The Parties agree that their addresses written in this Agreement are their legal notification addresses and in case of any change in these addresses, they agree to inform the other Party in writing. If they do not issue a written notification (in case of the change of address) and if a notification is issued to their legal address written in this Agreement for any reason, the notification served to the address will be deemed valid.

19. FORCE MAJEURE

Natural disasters such as earthquakes, fires, floods, landslides and the like, which cannot be avoided and is ineluctable, warfare, general and / or partial mobilization, epidemics, riot, insurrection and similar cases and causes which are declared by official authorities, that are preventing or delaying the fulfillment of the contractual obligations of the Parties partially or completely, that are occurring outside

the will of the Parties and out of their faults, have been accepted as force majeure.

In a situation that completely prevents the use of the Leased Property, if the situation of force majeure continues uninterrupted for more than 6 (six) months, each of the Parties may terminate this Agreement unilaterally without paying any compensation.

The continuation of the COVID-19 pandemic and its mutations do not constitute a force majeure or contingency within the scope of this Agreement, since the award of contract, the signing of the Agreement after negotiations and the lease of the Leased Property has been performed during the period of the COVID-19 pandemic.

20. CONFIDENTIALITY

The Parties agree, declare and undertake that any Confidential Information, including the existence and provisions of this Agreement, the negotiations which laid the groundwork for this Agreement, the subject of this Agreement or information about the Parties, received or obtained by the Parties, their employees, representatives or consultants due to the conclusion or performance of this Agreement that any Confidential Information (i) shall be used solely for the purpose of meetings, negotiations and evaluations among themselves regarding this Agreement or to exercise their rights arising under this Agreement and not for other reasons or purposes; (ii) shall not be disclosed to the public, (iii) shall not be disclosed to third parties under no circumstances without the prior written consent of the other Party, except where it is required under applicable legislation.

The obligations in this article shall not be applicable to the following notices: (i) has become public as of the date of disclosure, without any negligence of the Party concerned; or (ii) independently developed by any Party without using the Confidential Information of the relevant Party or without violating this Agreement; or (iii) the information is to be disclosed in accordance with the legislation of the Party that will disclose the information is subject to, or (iv) Notifications to be made by the Lessor (ATO) in line with the decisions of the board of directors, parliamentary discussions, announcements, requests from the court and public institutions

The Parties shall share the Confidential Information with their own employees, members of the members of their boards, public bodies and institutions, its representatives or consultants if they are required to know and only when necessary for the exercise of this Agreement. In such cases, the Parties are obliged to inform the aforementioned persons of their confidentiality obligations under this Agreement, and they will be held directly responsible for all damages arising from such situation, as well as the breach of the confidentiality obligation by the said persons.

The Parties agree that the content and scope of all and any press and public statements (excluding the statements and notices required to be made by ATO due to the nature and structure of ATO) regarding this Agreement are subject to the permission of the other Party starting from the signing of this Agreement.

This Confidentiality provision is not affected by the termination of the Agreement.

21. SETTLEMENT OF DISPUTES

This Agreement is subject to Turkish law and Turkish law will be applied to any Dispute arising in the Agreement.

The Parties shall settle all disputes and disagreements ("**Dispute**"), arising from the Agreement, affiliated with the Agreement, under the Agreement and in breach, termination or invalidity of the Agreement, by arbitration in accordance with the Arbitration Rules ("**Arbitration Rules**") of the Union of Chambers and Commodity Exchanges of Turkey ("**TOBB**") that is in force at the date of submission of the request for arbitration. The arbitration process will be governed by the following rules:

- (a) The arbitral tribunal will consist of three arbitrators appointed in accordance with the Arbitration Rules. One of the arbitrators will be chosen by the plaintiff and the other will be chosen by the defendant. The arbitrators chosen by the parties will together select the third arbitrator who will act as the chairman of the arbitral tribunal. If they cannot agree, the third arbitrator will be appointed by TOBB Arbitration Council.
- (b) The language of arbitration is Turkish. The seat of arbitration is Ankara, Turkey.
- (c) The interim/partial/final decisions of the arbitral tribunal will be binding, final and enforceable and may be recognized, enforced and exercised by any court with jurisdiction over the party against which it will be exercised
- (d) All costs of the arbitration proceedings, including reasonable attorney fees, shall be borne by the losing party. In the event that the result of the arbitration is decided partially in favor of both parties, the related expenses will be divided between the parties according to the rates they have been awarded.

22. MISCELLANEOUS

22.1 Separability

If any provision of this Agreement becomes invalid or unenforceable in whole or in part pursuant to the applicable legislation, only the relevant part of the said provision will be deemed invalid. If the partial or total invalidity of a provision in this Agreement does not completely violate the purpose of the Agreement or make the original debts impossible, the other provisions of the Agreement shall be deemed valid. An appropriate provision that can replace the partially or completely unenforceable or invalid provision will be mutually agreed upon by the Parties.

22.2 Non-Wavier

No waiver of any right or remedy set forth in this Agreement shall be valid unless the waiver is in writing. Except as expressly stated to the contrary, a waiver only takes effect in the circumstances in which it was granted, and a waiver of a provision, term or condition of this Agreement cannot be accepted or construed as a re-waiving or permanent waiver of the same provision, term or condition.

Not using, delay in using or neglecting to use any of the rights or remedies of any of the Parties regulated by the relevant legislation or by this Agreement, does not constitute a waiver of that right or remedy.

The use, once or in part, of a right or remedy under this Agreement cannot prevent or otherwise restrict the later use of that right or remedy.

Without prejudice to any other rights or remedies that the Parties may have, the Parties acknowledge that compensation may not be an appropriate remedy in the event of a breach of this Agreement, and that in the event of a threat of breach, actual breach or *de facto* breach, interim measures, specific performance and similar remedies may be appropriate.

22.3 Amendment of the Agreement

Amendments and additions to this Agreement will not be considered valid unless those are made in writing by mutual agreement of the Lessee and ATO Board of Directors.

22.4 Taxes

Taxes, duties and charges that may arise due to the conclusion of this Agreement, including stamp tax, will be covered by the Lessee.

22.5 Evidential Agreement

In all kinds of disputes that may arise from the implementation of the Lease Agreement, in accordance with Article 193 of the Code of Civil Procedure, the Lessor's books, reports, computer records, etc. shall be valid, binding and conclusive evidence.

The Parties agree, declare and undertake that all matters included in this Agreement are appropriate and reasonable, that the Agreement has been drafted within the framework of the negotiations between the Parties and the Lessee's evaluation on commercial matters. The Lessee has all kinds of information on the Leased Property, evaluated the information with its consultants, and the parties have agreed on the terms of the Agreement within the scope of this information. The Agreement was read by the Parties before signing, and signed as 2 (two) original copies after mutual agreement on all terms of the Agreement.

ANNEXES

- Annex-1** **Copy of the Title Deed**
- Annex-2** **Floor (Layout) Plan**
- Annex-3** **Sample Letter of Guarantee**
- Annex-4** **FF&E List**
- Annex-5** **Trademark List**
- Annex-6** **Lessee's Shareholder Structure**

LESSOR

LESSEE

ANKARA CHAMBER OF COMMERCE

[PLEASE SPECIFY THE LESSEE'S NAME]

Annex-1 Copy of the Title Deed

Annex-2 Floor (Layout) Plan

Annex-3 Sample Letter of Guarantee

Annex-4 FF&E List

Annex-5 Trademark List

Annex-6 Lessee's Shareholder Structure