

BEAUMONT YACHT

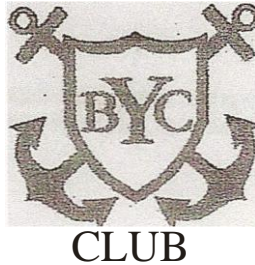


EXHIBIT A **Rules & Regulations**

- 1.** Boats shall not proceed at a speed that causes a wake within the Marina.
- 2.** You are responsible for any damage to other boats, slips or docks caused by you, your guests or invitees.
- 3.** No major mechanical repairs or maintenance work shall be performed on your boat in the slip or dry stall.
- 4.** Household garbage must be bagged and disposed of properly in the trash containers provided. Discarded boat materials must be placed in trash dumpster.
- 5.** Used oil, oil filters, oil cans and other contaminants must be disposed of properly at the oil-recycling center located at the end of dry stall 71. Fuel cans and oil barrels may not be left on the dock, or outside of the oil disposal house.
- 6.** The Marina office must approve in writing any signage to be placed on boats or dock lockers before installation.
- 7.** No swimming or diving is permitted in the Marina. Only in designated area.
- 8.** State Laws pertaining to the wearing of life jackets must be complied with. It is also recommended that all children under 13 years of age wear life jackets while on docks and fishing as well as be supervised at all times.
- 9.** Vehicles and trailers parked in unauthorized areas, handicapped parking and/or driveways will be removed without notice and owner/operator will be responsible for charges.
- 10.** Absolutely no refueling of boats or fuel transfers in you slip and no storage of any type of fuel in your locker or on docks. Any fuel spills must be reported to the U.S. Coast Guard, NRS at 1800-424-8802 and General Land Office at 1-800-832-8224.
- 11.** Smoking is prohibited in the restrooms, fuel dock, office and galley.

- 12.** Piers and walkways must be kept clear so as not to interfere with others.
- 13.** You or your guests, employees or agents must not engage in any activity that would interfere with the peaceful enjoyment of the other tenants in the Marina.
- 14.** You may not use or permit any portion of the leased premises to be used for any purpose that is unlawful or deemed to be hazardous.
- 15.** Any use of the leased premises that could cause an increase in Lessor's insurance policies is prohibited.
- 16.** Fishing is permitted in your own slip or boat only. You must keep the areas clean and any guest must be accompanied by you. Tenants must be present for guests to be issued a fishing pass. This rule may be waived by management from time to time at its sole discretion.
- 17.** All Maritime laws of the U.S. Coast Guard and The Texas Parks and Wildlife, including fishing regulations, must be complied with within the Marina.
- 18.** Storage is not permitted on piers, finger piers, or alongside of bulkheads. Tables, barbecue cookers/smokers, and portable fireplaces of reasonable size and type, as determined by Marina Management are authorized in the stall area, so long as they are not a safety hazard. All cookers, smokers, and fireplaces shall have a fireproof barrier between item and dock.
- 19.** A "Live Aboard" is defined as a member of the BYC and members of his/her immediate family including legal dependents, who intend to live aboard his/her boat at the BYC more than seven (7) consecutive days or more than thirty days in a calendar quarter. In the event that the live aboard status of a member is in dispute, final resolution will be determined by the BYC board of Governors whose decision is final.
- 20.** Tenants who engage in charter fishing or other for -hire activities must abide by all government rules and regulations covering such enterprises. The use of the Leased Premises in such a manner that disrupts the enjoyment of other tenants may result in revocation of your privilege to operate such business on the premises.
- 21.** Repairs to cars, trucks, golf carts, motorcycles or any other vehicle type is prohibited on the Marina property.
- 22.** Satellite dishes may only be installed at tenants rented slip. Dishes attached to BYC property must be approved by Marina Management.
- 23.** Lessor reserves the right to "Lock Down" the Marina in preparation for anticipated storm landfall and Lessee understands that access to the Marina may be denied once Lessor determines, in its sole discretion, that conditions are no longer safe for entry of any given Lessee for purposes of removing vessel or other purposes.

24. Lessee agrees that he will not undertake any construction of any type for any reason on Lessor's property. Any modifications will be made by Lessor at its sole discretion. No loud noise producing equipment, other than engine and generator will be allowed between the hours of 6pm -8 a.m. Monday thru Thursday and none whatsoever Friday, Saturday, and Sunday.

25. Only one locker is allowed per slip. No other container or storage receptacle is allowed on the dock or finger pier and will be removed without notice.

26. Tenants may temporarily place a weather barrier (tarps) any time with ropes or bungee cords as long as no penetration of BYC property occurs. Barriers may not exceed four (4) days. Tenants may not block access to fire fighting extinguishers or block any entrance to emergency personnel. Barriers exceeding the four (4) days may be removed without notice to tenant at the sole discretion of Marina management.

27. Tenants will not be permitted to keep a vessel in a BYC stall that is determined by the BYC not to be seaworthy, or does not meet the minimum federal or state legal requirements as to necessary safety equipment, fire prevention standards, sanitation devices or proper registration documentation. In order to be considered seaworthy, a vessel must meet all three of the following conditions:

1. Be reasonably good overall repair with a sound hull that will remain afloat under normal conditions without the use of pumps or other forms of constant attention.

2. Wet Stall Vessels must have a functioning propulsion system that will allow leaving the dock area and returning under its own power.

3. Meet all applicable federal and state requirements concerning navigation, lighting, fire extinguishers, life jackets and etc.

Lessee Signature

Date