

Memorandum of Agreement

Shared Ownership of a Floating House in the Philippines

This Memorandum of Agreement ("Agreement") is made and entered into on this ____ day of _____, 20__ by and between:

1. Ark Marine Construction

- Address: Purok Manga, Mogbongcogon, Banay Banay, Davao Oriental, Philippines
- Email: mitchellsuchner@arkpad.co

2. Party A:

Name: _____
Address: _____
Contact Number: _____
Email: _____

Amount of Ownership Purchased: 0.75% 1.5% 3% 6% 12.5%
25% 50% 100%

Please Circle or highlight one of the Above Options

(Hereinafter collectively referred to as the "Parties" and individually as a "Party").

RECITALS

WHEREAS, Ark Marine Construction Company ("ArkPad") agrees to construct a floating house (the "Floating House") located at _____ in the Philippines.

WHEREAS, Party A and other owners, who shall be listed in a separate document entitled "Owners List," wish to enter into an arrangement for the shared ownership, maintenance, and use of the Floating House. If the amount of ownership selected is 100%, then Party A will be treated as the sole owner of the unit, they are then entitled to relocate their floating house, or remain as part of the resort and pay maintenance costs.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1. Construction and Ownership

- 1.1. ArkPad agrees to construct the Floating House in accordance with the specifications agreed upon by the Parties and listed owners. Or to grant ownership of a unit which has already been launched.
- 1.2. The Floating House shall be owned jointly by Party A and other owners as listed in the "Owners List," will all be co-owners of the unit in accordance with how much ownership they have purchased, unless 100% ownership of the unit has been purchased.
- 1.3. Party A agrees to pay the price listed on arypad.co for their share of ownership in the Floating House.

1.4. Each owner's share of ownership shall be evidenced on the "Owners List" document.

2. Rental and Profit Distribution

- 2.1. The Floating House shall be rented out by the Resort Management, unless Party A holds 100% ownership, in which case they can choose to have it rented out or manage the process themselves.
- 2.2. The Resort Management will be entitled to a fee of 8% of the profits of the room, after considering the expenses of having rented it out. The remaining profits will be distributed to the owners according to their share of the Floating House as listed in the "Owners List."

3. Expenses and Maintenance

- 3.1. All expenses related to the repair and maintenance of the Floating House shall be shared by the owners in proportion to their ownership share, unless otherwise agreed in writing.
- 3.2. In reference to common facilities, including access to the walkways of the Reef Resort, mooring system, and legal permits to occupy the waterspace, a monthly fee will be charged to unit owners in accordance with their ownership percentage, initially totalling 2,000 pesos or \$40 per month, per unit.
- 3.3. The Resort Management may withhold funds from the owners' rental profits to cover expenses such as repairs and maintenance, if an owner has not paid for their share of the expenses.
- 3.4. The Resort Management shall provide electricity to the Floating House at a rate that is 20% less than the current market rate cost for electricity. This benefit shall be maintained as a privilege for the owners. The current Market Rate being: 11.5PHP per KWH. Repairs to electrical system will be carried by all owners in proportion to their ownership.
- 3.5 The Resort Management shall provide fresh water and waste disposal to each connected unit at a reasonable price, payable monthly.

4. Decision-Making

- 4.1. An owner may sell or transfer their interest in the Floating House to any third party of their choosing, without requiring approval from the other owners, but must inform Resort Management of the new owner and their identity. No additional fee may be charged by the Resort for this sale.
- 4.2 If an owner maintains 100% ownership of their unit, they can rent / lease their unit privately and be exempt from paying 8% of profits to Resort Management, and further, have the right to relocate their unit outside the Reef Resort if they so choose, and if it would not require the relocation of another unit.
- 4.3 Owners are entitled to receive their 92% profit distribution once every Quarter (3 months) payable as cryptocurrency, e-wallet, or bank transfer, or to be re-invested into Reef Resort real estate.

5. Dispute Resolution

- 5.1. Any disputes arising out of or in connection with this Agreement shall be resolved through amicable negotiations between the owners.
- 5.2. If the dispute cannot be resolved through negotiations within 6 months, the Resort Management shall appoint a mediator. If no solution is found within an additional 6 months of mediation by the the dispute shall then be submitted to an arbitrator in accordance with the laws of the Philippines.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Philippines.

7. Amendments

Any amendments to this Agreement must be made in writing and signed by all owners.

8. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

9. Entire Agreement

This Agreement constitutes the entire agreement between the owners with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the date first above written.

Mitchell Suchner

Ark Marine Construction Company (Signature)

Party A (Signature)

Name: _____

This Agreement may be notarized for additional legal validation.