

# Satoshi Purchase Agreement

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## I. AGREEMENT

A. WHEREAS VIVA VIVAS, INC., ("Owner") manager of the proprietary community known as the SATOSHI, is engaged In the business of developing, maintaining and promoting the growth of human environments conducive to the fullest enjoyment of community living and environmentally friendly economic activity, and of marketing such environments by selling and leasing to its members exclusive cabins through the occupancy and/or use of which they can obtain full access to and enjoyment of same, and WHEREAS MEMBER ("Member"),

\_\_\_\_\_,'  
as buyer, desires membership in the community of Satoshi for the purpose of residing and/or engaging in business there.

B. THEREFORE Owner, for the consideration set forth below, conveys in perpetuity to Member, his heirs and assigns, subject only to the terms and conditions of this agreement, full membership in the community of the Satoshi, which membership conveys exclusive occupancy and/or use of a space, which in this case shall be that space, or a space of equivalent character and utility, known as

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Membership price: \_\_\_\_\_

D. FEES.

Fee will adjust for inflation yearly at the BLS CPI (Consumer Price Index) rate between assessments.

Monthly fees for Cabins on Deck 10 are as follows:

Interior Room: \$570

Ocean View Room: \$629

Balcony Room: \$719

## II. DEFINITIONS:

“Owner” means the company “VIVA VIVAS, INC.”, a Panama registered company which is the managing company for the vessel MS *Satoshi*. This Purchase Agreement is authorized into perpetuity by MS *Satoshi* title holder, Ocean Builders Central Inc., a Marshall Islands registered company.

“Member” means the owner of the cabin as detailed in Section I (A).

“Guests” This is to include all tenants, guests or invitees of the Member. Guests must be reported to Owner in a mutually agreed form of reporting.

“Resident” means any person or persons, restricted to the capacity of each cabin, which is the person listed above in Section I (A) or any person designated by said person for a time of no less than 30 days. Designation must be reported to Owner in a mutually agreed form of reporting. Only one resident may be listed at a time in place of Member.

“Cabin” means the space as listed above in Section I (B) of which Member is granted exclusive occupancy and/or use.

“Cabins” refers to every Cabin on the *Satoshi*.

“*Satoshi*” refers to the MS *Satoshi* which is owned by Owner. Should the name of the ship change, all covenants and promises continue to apply.

“Private areas” refers to Cabins under the ownership of Members or any leasehold under the *Satoshi* Master Lease agreement.

“Public areas” refers to all areas of the MS *Satoshi* which are not private areas.

## III. OWNER COVENANTS AND PROMISES:

### Owner Promises:

A. To guarantee Member quiet possession of the Cabin and, subject only to the terms and conditions of this agreement, freedom to make full and undisturbed use of the Cabin within the limits of applicable laws and, for the consideration set forth below, proportionate use and access with other Members and their Guests to the public portions and facilities of the *Satoshi*.

Owner promises not to impose within the *Satoshi* any levy, fine, or assessment, other than as provided for by the terms of this or other agreements into which all parties have voluntarily entered.

B. To act at all times with utmost diligence to secure the safety of persons and property on the *Satoshi*, including specifically but not limited to the following:

- 1) Promotion of research into and wide public dissemination of information concerning:

a. Health and safety.

b. Available insurance coverage related to living on a cruise ship.

c. Available technologies of all kinds for the abatement of measurable nuisance effects such as noise, smoke and other particulate matter, vibration, noxious gases, odors, glare and heat, fire and explosive hazards, traffic, and waste effluent.

d. Private means of dispute resolution.

2) Implement procedural safeguards from uninsured losses resulting from fire, theft, or bodily injury suffered in the public areas of the Satoshi, or in the private areas when said fire, theft or attack originated outside those areas and was not caused by negligence of Member or his Guests.

C. To systematically collect and publicly disseminate marketing statistics and related data and in other ways to encourage and assist members to make informed decisions for the use of their Cabin.

D. If, in the judgment of Owner, its own interest and those of the members in general would be served by Owner resuming possession of all or any portion of the Cabins and allocating it to a different category of use, such as from industrial use to residential or commercial use, and if Owner for this reason elects to make such a use change of usage, then Owner promises to:

1) Give Member not less than one year of written notice.

2) Grant Member a right of first refusal, during the period of notice, to himself undertake the use envisioned for that Cabin in instances where it is not extremely necessary to conduct the change of usage. If such a situation arises that makes it necessary for the change of usage to be carried out then Member shall have no right of first refusal.

3) Offer Member alternative space on Satoshi equally well situated and otherwise suited for the purpose for which Member was using the Cabin originally allocated.

4) Reimburse the full appraised market value of Member's fixed improvements on the site, constructed prior to the time of receiving notice, or, at the election of Member, to reproduce the same or comparable improvements on the new site.

5) Assume the full cost of moving Member and his personal and business belongings from the old site to the new site or elsewhere on the Satoshi.

6) Compensate Member for any business loss due to closure or disruption during the move, except any that might have been caused by carelessness or neglect on the part of Member or in instances whereby it is extremely necessary to cause closure or disruption.

E. To conduct its business in a manner calculated to maximize the total value, as income property, of its basic productive capital consisting of the Cabin, and of the Satoshi.

F. To have in effect at all times adequate insurance or reserves specifically to compensate Member for any loss that Member might suffer as a result of Owner violating any of the terms of this agreement.

G. Where mandated by Applicable Law, the Owners shall ensure compliance with applicable international

laws or other requirements relating to passenger rights and employment - including the provisions relating to disabled and reduced mobility Passengers.

#### IV. MEMBER COVENANTS AND PROMISES TO OWNER:

Member promises:

- A. To pay the monthly fee, exclusive of improvements thereon, to Owner or its successors or assigns, in equal amounts on or before the first of the month.
- B. To exercise due diligence to avoid endangering the health, safety and property of others, this and the following covenants C, D, F, G, H, I, J, K and L to run to the benefit of the present and future Members and their Guests.
- C. To exercise due diligence to avoid causing any public nuisance, including observing the highest performance standards when processing materials or disposing of wastes.
- D. To carry liability insurance against and indemnify Owner of any loss or injury he or his tenants, guests or invitees might cause others on the Satoshi.
- E. To insure against and indemnify Owner of loss of his own life, property or earning capacity due to fire, sickness, accidental injury or acts of God, including natural disasters and the effects of war.
- F. To insure against and indemnify Owner of loss or injury to others specifically resulting from Member or Guest's violation of any part of this agreement, including especially but not limited to Section IV (B).
- G. To purchase insurance in conformance with this agreement only from firms carrying the highest certification by a reputable consumer rating service, and in all such policies to name Owner as co-insured.
- H. To refrain absolutely from engaging in collusion in restraint of trade on the Satoshi or aiding or abetting persons or organizations so engaged.
- I. To never initiate the use of force or fraud against another person on Satoshi, or his property.
- J. To be responsible at all times for the actions of his Guests as if those actions were his own.
- K. Member shall comply with all required health certificates, visas, passports and other travel documents applicable to any ports at which the Vessel calls.
- L. Members or Guests shall not adversely interfere with Satoshi Crew or the normal operation of the vessel.

#### V. MUTUAL AGREEMENT:

Owner and Member further mutually agree:

A. That the Cabin shall be that of Member to sell, sublet, encumber or otherwise deal with as he sees fit, subject only to the terms and conditions of this agreement. If the Cabin is to be transferred to a third party or parties, then this original agreement shall be returned to Owner or its successors or assigns, with the transfer endorsed thereon by a representative from both parties. All transfers shall be archived and readily accessible to either party. In the event that Member rents or sublets any or all of his space, his agreement(s) with his Guests must agree with and in no way be inconsistent with any of the provisions of this agreement.

**B. Where required, market value for this property shall be appraised by three disinterested parties selected as follows: Owner and Member each choosing one of three persons named by the other**

**and the third to be selected by these two. Owner and Member shall then each submit to this panel of three their independent appraisals of the market value of the site for highest and best use together with supporting evidence, and it shall be the duty of the panel to study the appraisals submitted and choose one or the other, as it stands, without modification.**

**Should Member fail to select an appraiser within 30 days after Owner has submitted three names to him, then Owner may name an appraiser for him from among the names submitted. Should either party fail to submit an appraisal, then that of the other shall obtain.**

C. That Member shall pay his fraction of costs for elective goods and services - including security and infrastructural development, operation, and maintenance. These costs shall be calculated based on use whenever possible.

D. That if payments fall into arrears for ten days, Member will incur a late penalty of ten percent of the balance due.

E. That this agreement may be modified or terminated by mutual consent, or that it may be terminated by either party, alone, upon appropriate notification as follows:

Member may at his discretion terminate this agreement and sell the property back to Owner without any further liability under any of the following circumstances:

- a. Upon six months written notice, in which case the removal or sale of any improvements shall be Member's responsibility.
- b. Upon 30 days written notice following the violation or neglect by Owner of any of the terms of this agreement, and especially the commission of any act or threat of violence upon Member, or his Guests, by Owner or its appointed agents, or their entry on the premises without express permission by Member where there is no immediate threat to other Cabins or that of the vessel, or the imposition of any tax upon the person or property of Member, or his Guests by Owner. In the event of such termination, Owner shall
  - 1) Return any fees paid ahead by Member, prorated to the date of the complaint, and shall compensate Member for the value of his site improvements, such value to be ascertained in the manner set out in Section **V (B)**, above.
  - 2) At its own cost safely transport Member and his Guests, together with their personal belongings, to the closest port. Where the Vessel is not at a mutually convenient port or place on the expiry of such period, this Agreement shall terminate on the subsequent arrival of the Vessel at the next mutually convenient port or place.

Owner may, at its discretion, resume possession of the Cabin under any of the following circumstances:

- a. Upon 24-hours written notice following Member's failure to pay for any service received by Owner in full for a period of 30 days after it has become due and payable. In that event, the compensation for Member's fixed improvements shall be established in the manner set out in Section **V (B)**, above, and shall be paid to Member by Member's successor, if such there be within a year, and otherwise by Owner, less any past due payment and/or aforementioned late penalties.
- b. Upon fulfillment of all the conditions set out in Section VII below, when in the judgment of Owner, the interests of the Satoshi generally would best be served by Owner resuming possession of the property and disposing it to a different category of use.

c. Following prior written notice of not less than one year, in the event of complaints by other residents of disturbances of the peace. Provided, however, that if in that period no further complaints are received, the notice shall have no effect. If said complaints continue, Owner may, upon 24 hours written notice, terminate this Agreement and resume possession. Any eviction, or stay of eviction, may be appealed as below, except where life or property would be clearly endangered by postponement, in which case such appeal may follow.

F. That any dispute with any person on the Satoshi that cannot be resolved informally by the parties to it, including any dispute that might arise over the terms of this agreement or the performance of either party to it, shall be settled by a mediator and forum selected by the disputants or, failing that, a neutral arbitrator selected in the manner set out in **Section V (B)**, above, in place of an appraiser. Each disputant shall present a settlement package, one of which shall be selected by the arbitrator without modification. The parties shall be bound by the decisions of the arbitrator, subject only to any conflicting regulation by the flagging state and/or other territorial regulation.

G. Member and his Guests shall comply with the Pet Policy set in place as it relates solely with animals that are allowed on the Satoshi. Owner or representatives may refuse access to the ship of any animal not allowed by the Pet Policy. This policy may be updated by Owner from time to time as community standards, insurance liability, sanitation, etc. are taken into account.

H. Member and his Guests shall comply with the Ship Fire & Safety Policy set in place as it relates to fire and safety. This policy may be updated by Owner from time to time as insurance liability, safety, etc. are taken into account.

I. Member and his Guests shall comply with the Cabin Construction Policy set in place as it relates to structural, plumbing, electric, A/C and ventilation that connects to anything outside of your Cabin. This policy may be updated by Owner from time to time as insurance liability, structural stability, safety, etc. are taken into account.

## VI. PARTIAL VALIDITY

If any provision of this Agreement is or becomes or is held by any arbitrator or other competent body to be illegal, invalid or unenforceable in any respect under any law or jurisdiction, the provision shall be deemed to be amended to the extent necessary to avoid such illegality, invalidity or unenforceability, or, if such amendment is not possible, the provision shall be deemed to be omitted from this Agreement while under said jurisdiction to the extent of such illegality, invalidity or unenforceability, and the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby.

## VII. AMENDING OF THIS AGREEMENT

Owner may amend or modify this agreement under the following conditions.

A. Any amendment or modification must be made in a way such that it is reasonable that Member has received the updated Agreement with explanation of the updates being made and how it may or may not affect Member or his Cabin.

B. Within 60 days of the amendment or modification Member and Owner may come to a mutually agreed

upon amendment or modification which would then void the original amendment or modification.

C. Member has 90 days from the date of the amendment or modification to refuse the amendment or modification.

D. After 90 days have passed and Member has refused the amendment or modification, this Agreement is terminated, subject to Section VII (F) below. Owner must:

1) Return any payments paid ahead by Member, prorated to the date of the termination, and shall compensate Member for the value of his Cabin, such value to be ascertained in the manner set out in Section **V (B)**, above.

2) At its own cost safely transport Member and his Guests, together with their personal belongings, to the closest port. Where the Vessel is not at a mutually convenient port or place on the expiry of such period, this Agreement shall terminate on the subsequent arrival of the Vessel at the next mutually convenient port or place.

E. After 90 days have passed and Member has not refused the amendment or modification, this Agreement shall thereafter include the amendment or modification.

F. If a majority of Members, who have resided on the Satoshi for more than 90 cumulative days over the 365 days prior to Owner submitting the proposed Amendment, disagree with any of the provisions of said amendment, the matter shall be mediated in accordance with Section V (F).

Members must have the ability to anonymously and publicly share their disagreements while verifying that their disagreement has been logged.

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(Name and signature/digital signature of Member or official representative of same, and date of signature)

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(Name and signature/digital signature of Owner or official representative of same, and date of signature)