

# Private **Equity** **Agreement**



**Nationwide Investment**  
Property Acquisitions and Management



## About this Document

This Private Equity Agreement, hereafter referred to as a PEA throughout, has been custom written and designed by Nationwide Investment LLC, hereafter referred to as NWI, as a transparent tool to engage Private Investors allowing us to enter into a formal agreement. This PEA document serves as a foundational agreement between NWI, it's Principle Owner Kaylin Payne and the individual Investor identified herein and is designed to evolve through adding addendum(s) as needed to ensure the integrity of the natural evolution of our relationship.

This PEA is not however an issuance, offer to issue or promise to issue any type of Security as identified by the SEC (securities and exchange commission) and is to be deemed a private arrangement by all Parties with the governing laws under the great state of Tennessee.

## The Intention of this Document

The intention of this PEA document is to allow NWI to seek and obtain private loan and/or private equity capital from one or more individual Investors, often referred to as PEP's (private equity partners) on the terms outlined herein. The further intention of this PEA document is to serve as a binding agreement between NWI, Kaylin Payne and the Investor identified herein.





**Nationwide Investment**  
Property Acquisitions and Management

## The Evolution of this Document

This PEA is written and designed to evolve through adding addendum(s) so that both Parties have a built-in flexibility allowing for the natural evolution of this agreement between the Investor and NWI. Any addendum added to this PEA document whenever signed by both Parties, or their representatives authorized to do so, shall be deemed valid.

## Private Equity Partner (PEP) and Terms

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the PEP whose name is \_\_\_\_\_, does hereby give NWI the sum of \$\_\_\_\_\_ in exchange for a \_\_\_\_\_% equity stake is the pre-tax, post expenditure profitability of NWI for a period of \_\_\_\_\_ years, paid to the PEP by NWI in (select one option only \_\_\_\_\_ quarterly payments or \_\_\_\_\_ annual payments that shall begin on \_\_\_\_/\_\_\_\_/\_\_\_\_ after a 6 month seasoning period. Depending on the option selected above the payment to the PEP by NWI will begin after a 6 month seasoning period followed by the period of either 3 months (totaling 9 months until the first payment) or 12 month period (totaling 18 months until the first payment). The payments made by NWI to the PEP will be facilitated within 7 business day period before or after the due date.



## Payments to the PEP by NWI

The PEP will receive notification from NWI of an upcoming payment

and the expected amount to be paid, and the PEP may select from the

following two options of payment method, a certified bank check made payable to the PEP

or a bank to bank wire or Zelle payment.

## Maturity of this PEA

This PEA will mature and be concluded immediately after the term period has ended in-

cluding the 6 month seasoning period with no additional payments being due to the PEP by

NWI. Any extensions of this PEA may be indicated in an addendum signed by both the PEP

and NWI. This means that each quarterly or annual payment made by NWI over the period

of time indicated herein results in a final payment to the PEP.

The % of equity given to the PEP is designed to provide a return to the PEP above and be-

yond their initial capital allocation to NWI resulting in profitability for the PEP. The PEP is

solely responsible for their own taxes as no deductions shall be withheld by NWI to pay for

the taxes that may be owed to the applicable State or Federal Governments.



## Extension of this PEA

In the event that the % of return to the PEP is not sufficient in meeting the PEP's minimum expectations, then NWI may issue an extension of this PEA, in addendum to this PEA, for an additional period of time under the specific terms agreed upon and negotiated by each Party and/or its authorized Representation.

## General Limitations of this PEA

While NWI is not offering any deeded/titled assets as collateral to the PEP the assets held by NWI are represented as a security against any loss by the PEP as one or more assets can be sold or liquidated, leveraged and/or mortgaged to ensure repayment to the PEP by NWI in the event of default by NWI. The PEP does not receive an official guarantee of assets being offered by NWI to the PEP as collateral however the underlying fact is that NWI has both assets and revenue that may be leveraged in one form or another to ensure repayment to the PEP in the event that NWI fails to provide a return to the PEP as agreed upon herein. Additional specifics may be added to this PEA by NWI for the benefit of the PEP upon request as a hedge against catastrophic loss of their original investment amount.



## Confidentiality and Transparency

NWI hereby promises the PEP identified herein complete confiden-

tiality whereas NWI will keep this PEA private and confidential, only disclosing a part or the whole of this PEA upon the request of the PEP to NWI to do so. In addition NWI promises the PEP a significant degree of transparency with the only exclusion being the exact terms of a PEA with other PEP's. The PEP may request from NWI status updates periodically from NWI that shall be provided in a timely manner to the PEP as long as the request(s) are not deemed inappropriate by NWI and/or that they are not at any significant expenditure by NWI to facilitate the request(s). Other aspects shall apply.

## Itemized Schedule Use of Funds

NWI will remain transparent on how all funds received from individual PEP's shall be used and reserves the rights to add to this following list of allocation types, in addendum form, anytime without prior notice. The funds received by NWI are subject to being used by NWI and Kaylin Payne in the following manner:

a.) To pay down payments for the purchase of new real-estate property(ies), b.) To improve, remodel and market the assets and/ or real-estate owned by NWI to result in revenue generation, c.) To pay "soft costs" related to preparing real-estate investments for rental, lease and/or resell to generate profit,...



## **Itemized Schedule Use of Funds, continued...**

**d.) To pay for advertising, marketing and promotional materials including, however not limited to social media and direct sales engagement activities, e.) To pay for second and third Party products and/or services that are deemed necessary by NWI..., f.) To pay for insurance, utilities and maintenance costs on assets and/or real-estate owned and/or managed by NWI, g.) To pay necessary payroll and other related expenditures to in-house and outsourced personnel, consultants, attorneys, spa's and others not identified herein, h.) To cover travel and accommodation expenses to include entertainments whenever it is deemed necessary by NWI to allocate for those costs, i.) To cover any and all necessary in-house and on-site equipment, supplies, products and/or services, j.) To seek and obtain new credit, loan and/or private equity financial resources to empower NWI to operate at its fullest capacity and k.) For any and all expenditures deemed necessary by NWI within the scope of doing business, remaining fully operational and engaging in new business. These allocations are not subject to the pre-approval(s) by any PEP working under a PEA with NWI.**



## Arbitration

The posterity of each PEP and NWI should be naturally agreed upon to be a priority and as a result NWI asks each PEP to agree to a period of at least 12 months of arbitration in the event of disassociation for any reasons whatsoever. NWI requires each PEP to agree to never libel, slander and/or communicate with anyone else the details of this PEA unless under representation by an attorney and/or while within the period of arbitration in order to protect each Party from catastrophic financial loss. NWI requires each PEP to agree to arbitration and to promise NWI and Kaylin Payne not to seek civil or criminal legal proceedings and/or litigation in the event of disassociation giving NWI and Kaylin Payne the time to arrive at a solution both Parties can agree to ethically and morally.

## NWI and Kaylin Payne's Promise

NWI and Kaylin Payne hereby promise each PEP to adhere to the highest possible ethical, legal and moral standards practiced by business professionals within the United States of America and Globally. We will accomplish this by working tirelessly, exceeding the expectations of our PEP's and building long term mutually beneficial relationships with each PEP individually and intimately. NWI and Kaylin Payne has established a solid foundation to benefit our PEP's through transparency and the execution of our advanced busi-





## NWI and Kaylin Payne's Promise, continued..

ness acumen. Furthermore NWI and Kaylin Payne shall adhere to a self imposed HIT Agreement (honest, integrity and transparency) and seek to conduct business honorably at all times.

Additional assurances may be provided by NWI and Kaylin Payne via addendum and/or spoken verbally to each PEP individually.

## Assignment of Beneficiary

The PEP identified herein selects \_\_\_\_\_ to be their primary beneficiary who will be paid by NWI under the terms outlined herein in the event that the PEP becomes incapacitated for any reason or should die. This beneficiary will inherit the full scope of this agreement from the PEP upon proving to NWI of the PEP's inability to perform their necessary duties to communicate with NWI themselves. A secondary beneficiary whose name is \_\_\_\_\_ will be the next in-line in the event that the primary beneficiary is deemed incapacitated and/or dies. The PEP shall provide NWI with the full details of the contact information for both individual beneficiary's identified herein upon entering into this PEA with NWI. Additional requests by the PEP can be added in addendum form anytime.



## Private Equity and Securities Defined

NWI hereby reiterates that the PEP is receiving a % equity stake into the pre-tax, post expenditure profitability generated by NWI through the terms outlined herein. The allocation made by the PEP to NWI is not secured by hard assets as collateral, even though collateral exists to provide an exit to the PEP in the event of NWI's inability to perform as agreed to. The PEP formally acknowledges and understands that NWI is not issuing now, promising to issue in the future or indicating to the PEP of the possibility to issue any form of Security for the executing of this PEA by the PEP. Based on the chosen terms (payment every quarter or annually) identified herein the payments made to the PEP by NWI are based on the profits generated by NWI after expenses and prior to paying all applicable taxes. Additional terms and conditions may be added in addendum form .

## Liability and Risk

NWI has, through our business presentation, work ethic and advanced business acumen within the industry being represented has worked diligently to reduce all applicable aspects of liability and risk to each PEP to as near negligible as humanly possible. However, the PEP is required by NWI to assume all aspects of liability and risk that may remain or be present throughout the term of this PEA in exchange for the potential financial



## **Liability and Risk , continued...**

benefit and/or reward deemed possible by the PEP. The PEP is en-

couraged by NWI and Kaylin Payne to only enter into this PEA when

he/she has determined for themselves that the potential liability and risk aspects are well

within an acceptable range for them personally.

The PEP furthermore fully accepts the assumed aspects of both the liability and risk involved in this PEA and has read our business presentation that outlines NWI's strategies to mitigate those liability and risk factors. NWI will notify the PEP in the event that any form of "new" liability or risk becomes applicable in a timely manner should those assumptions exceed those identified within our business presentation.

## **Prior to Signatures being applied to this PEA**

Both the PEP and Kaylin Payne have chosen to enter into this PEA with a full understanding

of the applicable risk(s) and /or liability(ies) choosing to assume this applicable without

reservation or hesitation for the potential reward.



**Nationwide Investment**  
Property Acquisitions and Management

## Signatures in Agreement

The PEP identified herein and Kaylin Payne, principal owner of NWI

hereby sign this PEA that becomes valid upon NWI and Kaylin Payne receiving the capital allocation from the PEP and those funds clear and are free for use by NWI.

\_\_\_\_\_, \_\_\_\_/\_\_\_\_/\_\_\_\_.

\_\_\_\_\_.

\_\_\_\_\_, \_\_\_\_/\_\_\_\_/\_\_\_\_.

## Electronic Signatures

This PEA can be sent to any Party via DocuSign or some other online signature format and will be deemed valid by the receivers individually. The PEP may request a hard copy from NWI if preferred.

# PRIVATE EQUITY AGREEMENT



**Nationwide Investment**  
Property Acquisitions and Management

## Addendums Added

Each addendum added to this original PEA shall be deemed valid

whenever signed by both Parties identified herein or their authorized representatives.

Addendum 1 Title: \_\_\_\_\_.

Signature of Private Equity Partner

Date

Date Added: \_\_\_\_/\_\_\_\_/\_\_\_\_.

Number of Pages: \_\_\_\_\_.

Printed Name of PEP

Addendum 2 Title: \_\_\_\_\_.

Signature of Kaylin Payne

Date

Date Added: \_\_\_\_/\_\_\_\_/\_\_\_\_.

Number of Pages: \_\_\_\_\_.

Addendum 3 Title: \_\_\_\_\_.

Date Added: \_\_\_\_/\_\_\_\_/\_\_\_\_.

Number of Pages: \_\_\_\_\_.

**Nationwide Investment**  
Property Acquisitions and Management