



**Frontiers Property Solutions**  
**EPP Agreement**

# **EPP (Equity Partnership Program) AGREEMENT**

THIS AGREEMENT by and between FRONTIERS PROPERTY SOLUTIONS TR (FPS), a common law Trust, whose address is 6545 Market Ave N #100, North Canton, OH 44721 , hereinafter referred to as "Company", and

\_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "Equity Partner".

WHEREAS, Company is engaged in the acquisition, sales, and holding of Real Estate properties in a specifically niche market, as well as similarly relevant or related services as are a natural extension of company's core service(s).

WHEREAS, Equity Partner agrees that he/she has none, or limited, prior knowledge of this particular field in any professional form or capacity, and now desires to assist the company in the furtherance of it's efforts, as an Independent Equity Partner, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Company hereby grants Equity Partner a non- exclusive right to limited access of companies proprietary procurement, management, and sales strategies and practices, solely for the purpose of Equity Partner assisting company in the furtherance of their stated goals of to acquire, sell, and/or hold Real estate properties in their niche market space.

2. Equity Partner may devote such time, energy, and skill, as is necessary to effectively perform their duties as herein defined, including, but not limited to, calling upon prospective property owners, submitting and keeping client/property files updated in such a manner as prescribed by company. Company may, from time to time, amend such duties or the manner in which they are performed with proper notice to Equity Partner, at their prerogative / discretion.

3. For performance by the Equity Partner as herein defined, Equity Partner shall be entitled to the following:

a. 1/3<sup>rd</sup> (33.32%) of all monies earned or generated by properties that were acquired as a result of Equity Partner obtaining a Quit Claim Deed, as prescribed by, and provided for, by Company, from the previous owner.

1.) This amount shall be inclusive of all rents (paid to Equity Partner Monthly), as well as sales proceeds, both being less any direct expenses incurred. Rent disbursements shall be on the 15<sup>th</sup> of each month. Sale(s) proceeds disbursed within 10 days of closing(s).

b. If a property requires repair / rehab / remodeling, both parties shall agree on the cost and scope thereof before the undertaking of any such work(s), deferring to a neutral third party contractor bid in the event of dispute(s) in price(s), or to Company in the event of dispute(s) regarding scope. Equity Partner shall have the first right, but not the obligation, to fund such repairs / rehabs / remodeling, and if so chooses to elect said right, shall be entitled to receiving this initial investment back out of the first NOI / Net Sales proceeds (rather through sale or rents) plus an additional 33% (thirty three percent) upon such amounts so outlaid.

1.) If Equity Partner declines to fund the repair / rehab / remodeling, Company may, at their own sole discretion, fund such works, and specifically reserves the right to do so, as well as the right to assign this right to other third parties.

c. Equity Partner retains the right, but not the obligation, to self manage the properties acquired under “3) a.)” above which are held for rentals, and to be entitled to the standard 10% management fee associated therewith, save that; such management must be undertaken in a like manner to that of professional property managers, being indistinguishable to tenant or Company in it’s forms / functions / & competencies, and will require Equity Partner to execute a separate “Property Management Agreement” with Company prior thereto.

4. Equity Partner shall remit \$2,500.00 (Two Thousand Five Hundred Dollars and 00/100) as a non-refundable one time participation and set up fee prior to the consummation of this agreement.

a.) Upon disbursement of proceeds from Equity Partners first property deal as outlined in paragraph “3”, Equity Partner shall be entitled to receive an additional sum thereupon of \$2,500.00.

5. Saving only specifically the nature of Equity Partners position as relates to their need to inform prospective customers / clients about the services being provided, and/or as necessary to relay to prospective customers / clients the integrity, dependability, or reliability of the Company, Equity Partner will not at any other time, in any other fashion, form, or manner, either directly, or indirectly, divulge, disclose, or communicate to any outside person, firm, or corporation, in any manner whatsoever, any information of any kind, nature, or description, concerning any matters affecting or relating to the internal workings, nor business structure(s) or strategies, of Company, including, without limitation, the names of any of its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, services, or properties, or any other information concerning the business of Company, its manner of operation, or its plans, processes, trade secrets, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important. The parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of Company, its good will, and good name, and that any breach of the terms of this section shall be prosecuted to the fullest extent of any / all applicable laws.

6. FOR GOOD CONSIDERATION – NON COMPETE, being not necessarily limited to, but including, the companies investment in time, energies, monies, training, property leads, and other resources, towards the Equity Partners education in, and exposure to, the companies proprietary business model and niche market with limited competition, relating to abandoned mortgages / foreclosures, and the process' thereof, and given consideration to being justly compensated by Company therefore, as well as consideration given to being exposed to sensitive Company material(s) and process' commonly held as "trade secrets", I, the undersigned, hereby agree that upon the termination of this agreement, and notwithstanding the cause thereof, I shall not compete with the business of Company, or its successors or assigns, and shall not directly or indirectly, as an owner, officer, director, employee, consultant, Affiliate, stockholder, or any similar in nature, engage in the business or practice of seeking out foreclosed properties, owners thereof, and/or related services, nor a business substantially similar or competitive to the business of Company. As company services individuals across the entire U.S., this non-compete clause shall extend to the same, and shall be in full force and effect for not less than 2 years, or the maximum amount(s) allowed by law, whichever is greater, commencing with the date of this agreements termination.

a.) **NOTICE. READ CAREFULLY:** In the event Equity Partner breaches this agreement, and it can be reasonably shown Equity Partner has by such a breach acquired property(ies) independently for themselves or others, without Company but while using similar means as Company, this agreement, and the breach thereof, shall create an uncontestable liability equal in sum to 110% of the after repair value of any such property so acquired, and rest as a senior, foreclose able lien thereupon. Additionally, any liability for payment(s) of monies as may be due Equity Partner from Company upon such breach, or as would have otherwise become due to Equity Partner under this agreement after such breach, shall be deemed extinguished immediately in full.

Sign: \_\_\_\_\_ Date \_\_\_\_\_

7. Excepting only as is incidental to the Equity Partners entitlement to proceeds from such individual properties as identified in paragraph "3" hereof, and specifically only to such an extent as relates to such individual properties individually, and not withstanding any nomenclatures, titles, or internal terminologies as may be used - this Agreement shall not, and does not, create a partnership, joint venture, agency, employer/employee or similar relationship between Company and Equity Partner in any broader sense other than as is or may be incidental to such individual properties. Equity Partner shall be free to utilize his/her time, energy, and skill in such manner as he/she deems advisable to the extent that he /she is not otherwise obligated under this Agreement and that their exercise thereof would not be in contradiction to their duties as outlined herein, or contradictory to the Companies best interest.

a.) Equity Partners interest in revenue streams or sales proceeds from any given property shall not be a lien able interest upon the property, nor construed, nor allowed to be construed, as a cloud upon the title to any such property. Equity Partner **MAY NOT** encumber any property subject hereto in any way whatsoever without the prior express written consent, permission, and approval of Company, any attempt otherwise shall be

deemed a fraud to which the Company shall not be held liable in any way whatsoever, and Company shall be held harmless there from.

1.) Equity Partner may pledge their revenue streams (customarily referred to as receivables financing) as collateral, to the extent the same does not, and cannot, create a cloud or lien able interest upon the property.

8. The rights and duties of Equity Partner under this Agreement are personal and may not be assigned or delegated without prior written consent of Company, and that in any case, Equity Partner shall remain liable for the actions, or lack thereof, of any such assign(s).

9. Equity Partner is not authorized to extend any warranty or guarantee, or to make representations or claims, nor waivers thereof, with respect to Company or its services, that are not specifically already included in the agreements used between Company and it's Customers / Cleints, without the express prior written authorization from Company.

10. Equity Partner shall indemnify and hold Company harmless of and from any and all claims or liability arising as a result of negligent, intentional, or other acts of Equity Partner, or his/her agent(s), or assign(s), without limitation(s).

11. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of OHIO. The prevailing party's reasonable attorney's fees, court costs, and all other expenses, shall be recoverable, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than two years subsequent to the date the cause(s) of action actually occurred regardless of whether damages were otherwise as of said time calculable.

12. Any notice under this Agreement shall be deemed given on the third business day following the mailing of any such notice, postage paid, to the address' set forth above.

13. This Agreement contains the entire agreement between the parties regarding any subject matter(s) as contemplated or addressed herein. Any representation, promise or condition not incorporated herein, or not attached as a written and signed specimen hereof, shall not be binding upon either party.

14.) If any part of this agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of this Agreement and the remainder of this agreement shall then be interpreted separately so as to reasonably effectuate the intention(s) of the parties.

15.) The parties have entered into this agreement knowingly, intentionally, and of their own volition, with a full understanding of it's contents and intent to be bound by the terms hereof.

\_\_\_\_\_

Equity Partner

\_\_\_\_\_

Date

**Greg Keith II / Trustee**

**8/18/22**

Trustee

Date

