

# My Natural Pool, LLC — Private J.V. Second Round Funding Agreement

(This Private Joint Venture is ONLY available to Fully Qualified and Accredited Investors)

## General:

Andrew Tait is the Managing Partner, hereinafter referred to as “MP”, of this Private Joint Venture Second Round Funding referred to as “JVSR”. Mr. Tait is also the founder of My Natural Pool, LLC hereinafter referred to as “MNP”, his bio can be viewed at <http://andrewtait.me> or by Googling “Andrew Tait”. Mr. Tait is also a Director of Worldwide Pure Water, hereinafter referred to as “WPW”. Worldwide Pure Water holds the patent assignment and has granted MNP the right to market the eco-friendly pool water treatment My Natural Pool.

This Agreement is between My Natural Pool, LLC and the participants of this Private Joint Venture Second Round Funding, hereinafter referred to as “JVSR”, and said participant(s) may be referred to as Joint Venture Second Round Investor(s), and hereinafter referred to as “JVSRI”. Please read this entire document carefully as it is specifically designed to protect the business interests of the Private Joint Venture Second Round Funding participant(s) and My Natural Pool, LLC.

## General Overview:

This document contains the entire and full understanding for all JVSR participant(s) and My Natural Pool, LLC. The Second Round sum of Seventy Two Million U.S. Dollars (\$72,000,000 USD) will be acquired.

At its election MNP can exercise one or more of three yearly JVSRI Buyout Options. These full or partial Buyout Options shall include Original Principal plus a Thirty Six Percent (36%) Profit for each year that has lapsed within the three year Buyout Option period.

At three years and one day from the receipt of each JVSRI capital contribution, any remaining or unpaid original capital contribution shall be automatically converted to a percentage (\$72M USD = 9%) of a Nine Percent (9%) MNP Capped Working Interest, hereinafter referred to as “CWI”, and that portion/share will then qualify for the applicable percentage of the Seven Hundred Twenty Million Dollars (\$720M USD) MNP Capped Working Interest. CWI payments will be made quarterly beginning at the end of the next or following quarter until such time that the CWI is paid in full. At that time all CWI shall automatically revert back to MNP.

## MP Commitment to Full Funding

If the full (\$72M USD) MNP 2nd round isn't achieved within 90 days of the MNP First Round Funding, then the MNP Managing Partner shall pay Thirty Five Thousand USD to a company that specializes in taking businesses public on the OTC market. This would be done either in Europe or in Canada.

The OTC filing process takes a minimum of 90 days. This gives the MP a total of six months to obtain full funding. IF the full funding is achieved prior to OTC Funding the MP will place on hold or cancel the OTC Funding. This written/legal commitment assures both First and Second Round Investors that My Natural Pool, LLC will be fully funded.

## MNP JVSR Collateral – Capped Working Interest (720 Million USD):

After a period of Eighteen Months and one day, any Second Round Investor(s) that have not been bought out through MNP Buyout Options will be granted a proportionate percentage of Nine Percent (9%) MNP Capped Working Interest, hereinafter also referred to as “CWI”. The capped payout value against the full Second Round Investment is a Capped Payout of Seven Hundred Twenty Million Dollars (\$720M USD).

The CWI collateral listed above represents a 10 X 1 return against the Second Round Investment of \$72M USD. This is such a substantial incentive the only smart move for the MP will be to exercise a buyout option on all JVSRI's within the allotted 3 year timeframe. With the First year gross profit projections exceeding One Billion USD this high collateral amount is very feasible.

Buyout Option example for a 1 to 2 year period: Based on the full \$72M USD Second Round Funding and a flat Thirty Six Percent (36%) profit for each of two six month periods and assuming no funds previously paid then:  $2 \times 36\% = 72\% \times \$72,000,000 = \$51,840,000$  USD Profit + \$72,000,000 (orig. capital) = \$123,840,000 USD Total Buyout and then all Capped Working Interest(s) reverts back to MNP.

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## General Notes:

- 1) This is a Private Joint Venture Investment and is NOT a loan, so no compounding or interest accrues.
- 2) In the event a JVSRI makes more than one investment, each investment will have a separate Start Date that begins the day each wire to MNP is received.
- 3) In the event the paperwork is not completed or the MP has any other concern(s) whatsoever, said funds may be returned by the MP with or without cause within 10 business days of receipt of said funds.
- 4) The MP or his committee may at his/their election exercise Buyout Options to all or individual JVSRI.
- 5) The MP or his committee will try to satisfy each JVSRI while protecting interests of all JVSRI's and MNP.
- 6) Capped Working Interest means once the total capped return, or applicable percentage thereof, is paid in full, no additional payment continues and the Capped Working Interest reverts back to MNP.
- 7) All JVSRI(s) realize that MNP may at its sole discretion, deploy a wide variety of unique tactics and marketing strategies aimed at taking the swimming pool market by storm.

## Risk and Disclosures:

This investment is relatively low risk with an incredible risk vs. reward ratio, here's why:

- To our knowledge no other formula provides a 90% Pool Pump Energy Savings.
- The five year \$3,185 to \$5,250 potential energy and product savings places MNP in a class by itself.
- MNP water environment is far superior, nourishing both skin and hair.
- It greatly simplifies pool maintenance and may extend equipment life by as much as 300%.
- Water savings and water restrictions are two more reasons to convert to My Natural Pool.
- With the OTC filing commitment, investors know upfront that full funding of MNP is imminent.
- Unlike most investments this eco-friendly pool solution benefits both people and Earth.

Should any portions of this Agreement be determined not to be enforceable then all other parts of this Agreement shall remain intact and fully enforceable.

## Referral Fees:

A referral fee of One Percent (1%) will be paid on this \$72,000,000 USD Private Joint Venture Second Round funding.  $\$72,000,000 \times 1\% = \$720,000$  USD (Seven Hundred Twenty Thousand Dollars)

## Legal Action and Binding Arbitration:

Any party or parties that file a lawsuit prior to the full and final disposition of the binding arbitration requirement listed below, shall automatically forfeit their investment, all returns and all rights to recover said funds. Furthermore said party or parties will also be liable for damages that result by their action(s).

This agreement is subject to binding arbitration in the state of Arkansas. Any party or parties that require binding arbitration over any issues shall pay for said binding arbitration up front and in full prior to arbitration. In the event binding arbitration should occur, then after the binding arbitration board makes its decision, the party or parties found to be at fault shall be required to pay the percentage of binding arbitration cost that shall coincide with their degree of fault based on the sole, irrevocable and legally final decision of the binding arbitration board. Final arbitration costs along with penalties associated for damages assessed by the binding arbitration board shall then be paid within a period of 90 days after the final arbitration ruling. If said costs and penalties are not paid within this time frame then the binding arbitration ruling may then be filed with any court to obtain a judgment.

Any law firm, attorney(s), court or JVSRI that attempts to overturn, set aside or side step this Binding Arbitration clause in ANY WAY shall ALL be individually and personally liable for damages for an immediate default judgment for One Hundred Thousand Dollars (\$100,000 USD) per party per occurrence. These damages shall then be turned into an automatic judgment by any court and MNP shall donate these funds less any legal fees as a donation to the nonprofit Race To Save Earth.

## Non-Disclosure:

Since MNP anticipates capturing a large share of the swimming pool market from large chemical companies, MNP requires all JVSRI's to not disclose any details of this investment opportunity to others due to the highly competitive nature of the patented formula being marketed as My Natural Pool. Disclosure of specific details should ONLY be made with the written permission of the MP.

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With regards to marketing and or business strategies MNP and the MP have no obligation to provide highly Confidential Information to the JVSRI's.

The investor(s) understand that "Confidential Information" means any Company marketing strategies, company formation, proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom they have become acquainted with during the term of the agreement), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment.

Each party further understands that the Confidential Information does not include any items which have become publicly known and made generally available through no wrongful act of the JVSRI's or others who were under confidentiality obligations as to the item(s) involved or improvements or new versions thereof.

#### **All Parties to This Agreement:**

Agree they have read this Agreement, understand it, and that they along with their successors shall be bound by its terms and conditions.

#### **Legality of Signatures:**

Digital or electronic signatures shall be deemed as legal, the same as an original or notarized signature.

#### **Non-Assignability:**

This Private Joint Venture Agreement may not be assigned or delegated by JVSRI(s), in whole or in part, to any third party without the express written permission of the MP. Any unauthorized assignment is deemed null and void.

#### **General Indemnification:**

All parties agree to fully indemnify My Natural Pool, LLC along with all principals, agents and associated entities against claims, actions, damages, demands, liabilities, costs or expenses including reasonable attorney fees and any other expenses resulting from investing in this Private Joint Venture Funding with My Natural Pool, LLC. This indemnification does not forgive fraud nor does it dismiss the fiduciary responsibilities of management.

#### **Agreement Terms Modifications Provision:**

All Private J.V. Investors hereby authorize the MP to take any legal or business steps that he deems necessary to successfully market and generate revenue for MNP. Further, in the event the MP finds it beneficial or necessary to modify terms or conditions of the MNP J.V. Agreement(s) said modification(s) MUST be approved in writing by J.V. Investors that constitute the "financial majority" of J.V. invested funds. Any and all changes, amendments, modifications, new terms, or conditions that the MP and J.V. financial majority have agreed to shall legally apply to all J.V. Investors. MNP will create a significant shift in the swimming pool water treatment arena and this provision provides the management with the flexibility to aggressively market its product.

#### **MNP J.V. Paperwork Requirements:**

ALL of the following steps must be followed or adhered to, or the invested funds may be returned to the sender without recourse. The MNP Managing Partner has the sole right to determine whether each investor, corporation or investment group has properly completed this Agreement and has adhered to the rules, regulations and spirit of the MNP Private Joint Venture. He may, at his election, consult with the financial majority of MNP J.V. Investors to determine what action should be taken. To avoid delays or potential return of capital all individuals/entities attempting to join this Private Joint Venture shall:

1. Fully complete and sign this Agreement along with the appropriate witness or notary signature.
2. ALL FIVE PAGES of this J.V. Agreement shall be sent to MNP via fax to (310) 421-9205.
3. The funds shall then be transferred, and or wired, directly to My Natural Pool, LLC account via the Citi Bank account information listed on page 5.
4. All parties entering into this J.V. Agreement further agree that all funds being used for this private investment are good, clean funds of non-criminal origin.

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5. All parties further agree that they will respond to phone call(s), email(s) or other communication in a timely manner and in full accordance with any deadlines.

**Second Round Budget (\$72M USD)**

A two year Financial Overview including projected expenses, sales, market share and graphs may be requested.

**All Parties to This Agreement:**

Agree they have read this Agreement, understand it, and that they along with their successors shall be bound by its terms and conditions.

**My Natural Pool, LLC Private J.V. Second Round Funding Application**

MNP J.V. Total Second Round Funding: Seventy Two Million Dollars (\$72M USD)  
 MNP Elective Buyout Options: Each 12 mo's @ 36%, 3 yrs. (36%, 72%, 108%) + Principal  
 Any Balance Secured By: 9% MNP Capped Working Interest (Total \$720M USD / \$72M)

Today's Date: \_\_\_\_\_, 2014  
 Total Second Round Funding Amount \$\_\_\_\_\_ USD  
 Name of Investor or Legal Entity \_\_\_\_\_ (please print or type)  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State, Zip Code \_\_\_\_\_  
 Social Security or Tax I.D. # \_\_\_\_\_ (1099 for IRS tax reporting)  
 Home Phone Number \_\_\_\_\_  
 Office Phone Number \_\_\_\_\_  
 Mobile Phone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Are you Fully Accredited Yes (circle one) No  
*In event of unexpected death:*  
 P.O.A. / Estate Administrator \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State, Zip Code \_\_\_\_\_  
 Home Phone Number \_\_\_\_\_  
 Office Phone Number \_\_\_\_\_  
 Mobile Phone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_

JVSR Banking / MNP Buyout Option  
 Bank Name \_\_\_\_\_  
 ABA Number \_\_\_\_\_  
 Acct. Number \_\_\_\_\_  
 Acct. Name \_\_\_\_\_

*I have read, fully understand and agree to abide by all Joint Venture terms and conditions listed herein.*

\_\_\_\_\_  
 MNP Private J.V. Second Round Investor      Date      MNP Private J.V. Witness or Notary      Date

\_\_\_\_\_  
 Andrew Tait / Managing Partner      Date  
 My Natural Pool, LLC / J.V. Agreement

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**Wiring Instructions for My Natural Pool, LLC**

Citi Bank  
ABA #1131-9353-2  
My Natural Pool, LLC  
Acct. #9792218978

**International Wiring Instructions for My Natural Pool, LLC**

Citi Bank  
ABA #1131-9353-2  
My Natural Pool, LLC  
Acct. #9792218978  
Swift Code #CITUS33

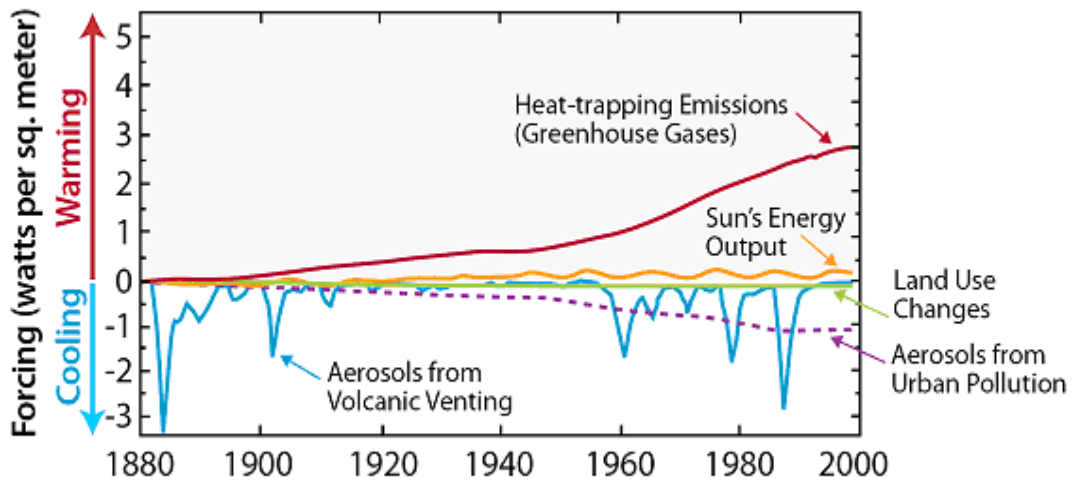
*Branch Information (if needed)*

Jayson Green – Assistant Branch Manager (817) 953-9439  
Or, dial (877) 528-0990 for Customer Service

*For Any Additional Details or Assistance*

Andrew Tait (501) 545-9979  
My Natural Pool, LLC

### Global Climate Drivers



Graph compliments of: The Union of Concerned Scientists

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