

Business law writing assignment

Law



Capital Edge shall only be required to provide reasonable advisory services under this Agreement. Such services shall include advising the Company with respect to: a. The William Smith Company's capital raising strategy and tracking and preparation of presentation materials and "deck" for the same; b. The William Smith Company's strategy, direction and growth (including adding other team members); c.

Identification and securing of advisors, contractors, vendors, endorsements and strategic alliances, including distributors of Company's products; d. Identification of and helping to secure new business opportunities; e. Structuring of Company and relationships for proper incentives for all The William Smith Company's participants and stakeholders; and f. Other matters mutually and specifically agreed upon. 2.

The term of this Agreement will run for an initial period of twelve (12) months, and SSH automatically extend for additional six (6) month periods, unless either Capital Edge or Company cancel the Term as permitted in accordance with the contract to paragraph 8 of this Agreement by notice delivered no more than 90 days and no fewer than 30 days ROR to the end of the Initial Term or the tincture Extension Term. 3. A. Capital Edge shall receive a nine percent (9%) non dilatable interest in The William Smith Company upon execution of this Agreement.

If the Term of this Agreement shall be properly terminated pursuant to paragraph 8 of this Agreement, The William Simi Business Law Writing Assignment By Kananga Company shall have the right to purchase from Capital Edge, at a purchase price of one dollar (\$1.00), a monthly diminishing

portion of up to two thirds (or six percent (6%)) of the Capital Edge Interests such that over the 9 month period from March 1, 2013 through November 30, 2013 the portion of such six percent (6%) of the Capital Edge Interests possibly subject to purchase by The William Smith Company shall diminish at the rate of 0.667% per month. Despite any other provision of this Agreement, on and after the date that is nine (9) months following the Effective Date there shall be no purchase right afforded Company with respect to the Capital Edge Interests, and the entirety of the Capital Edge Interests shall be and remain Capital Edge' property despite the expiration or earlier termination of this Agreement. B.

Promptly following the execution of this Agreement, The William Smith Company shall revise and restate its governing documents, agreements and value and option plan as necessary or desirable (in a manner satisfactory to Capital Edge) to reflect the Capital Edge Interests in The William Smith Company described by this paragraph and the other provisions of this Agreement. All interests of The William Smith Company held by Capital Edge pursuant to this paragraph shall have (and/or shall gain) the maximum preferences, powers and ranking of any class of membership or other interests or Loans to The William Smith Company.

At Capital Edge' sole option, the Capital Edge Interests shall be organized and structured as "profits interests" for tax purposes. In the event of any dilutive transaction or issuance of securities or options to purchase or obtain securities, or all other circumstances relating to any of the same, the Capital Edge Interests shall be adjusted or increased so that such interests shall at

all times and under all circumstances remain equal to a nine percent (9%) percentage interest in The William Smith Company on a fully diluted basis.

Furthermore, in the event of gradual increases, stock buy backs and the like, The William Smith Company shall issue to Capital Edge the applicable amount of new additional nondeductible securities/ interests necessary to account and adjust for such transactions, even though such new securities will result in Capital Edge holding more than nine percent (9%) of Company's interests under this paragraph 3. Moreover, any LLC operating agreement or any other governing agree