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20343 N Hayden Rd. Ste. 105-364 Scottsdale, AZ 85255

Investment Agreement for SteadyWare LLC

LETTER AGREEMENT DATE: _____, _____ ("Effective Date")

BETWEEN:

SteadyWare LLC /ATTN: CEO Dr. Mehran Ferdowsian

Email: mehran@steadyware.com

AND,

Investor: _____

Email: _____

Henceforth: "SteadyWare LLC" and "Investor" respectively;

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this Letter Agreement ("Agreement") is entered into effective as of:

_____, _____:

1. Definitions.

1.1 "Annual Return on Investment Payment" means an amount equal to _____ percent (___%) of your investment contingent on SteadyWare LLC's Gross Annual Income running in the positive, on the investment amount for each 12-month period beginning on January 1 and ending on December 31, with any partial year being prorated based on number of days. This will begin starting the second year of investment, only after the first year of the investment is concluded in the case of Option A. With Option B, the return will only begin on completion of the 4th year or thereafter.

INVESTMENT OPTION A: 15%, a return within the first 2 years

INVESTMENT OPTION B: 30%, a return after 4 years or longer

1.2 "Appreciation" means (i) the FMV of each non-liquid asset of SteadyWare LLC at any given time after the date of this Agreement minus (ii) the FMV of each non-liquid asset of SteadyWare LLC as of the date of this Agreement (or the date of acquisition of such non-liquid asset, if after the date hereof), as set forth on Schedule A to this Agreement. For the purpose of clarity, "Appreciation" for a non-liquid asset may be a negative number.

1.3 "FMV" means fair market value. The fair market value of any asset shall be determined by agreement of the parties. If the parties are unable to reach agreement on the fair market value of any asset, determination of such fair market value shall be determined by a third party appraiser reasonably agreed to by the parties.

1.4 "Gross Annual Income" means the total gross income of SteadyWare LLC listed on line 22 of IRS Form 1040, as amended from time to time (or a successor form).

1.5 "Investment Amount" means an amount equal to _____ THOUSAND DOLLARS (\$_____,_____,000.00).

1.7 "Option" means the right of SteadyWare LLC to terminate this Agreement by notification of his {her} intent to do so and by payment of the Termination Amount. The Option may be exercised by delivering written or email notice of the intent to do so to Investor at the address listed above and payment in full of the Termination Amount.

1.8 "PFS" means the most recent unaudited, compiled personal financial statement of SteadyWare LLC prepared by a reputable certified public accountant, which shall be updated at least once per year and delivered to Investor on or before May 1 of each year.

1.9 "Termination Amount" means an amount equal to _____ DOLLARS (\$_____.00) plus the percentage indicated by INVESTMENT OPTION A or B, contingent on the Non-cash Income as determined on the date that is 365 days following the date of notice of exercise of the Option.

2. Investment in SteadyWare LLC. In consideration of the terms and conditions contained herein, Investor shall each provide to SteadyWare LLC the Investment Amount, payable in immediately available funds pursuant to Section 3. The Investment Amount shall be provided without restrictions on use. That is, SteadyWare LLC may use the Investment Amount for any purpose; however, it is the parties' expectation and intention that SteadyWare LLC will use the Investment Amount for income generating projects and/or retirement of personal debt related to SteadyWare LLC.

3. Payment of Investment Amount. The Investment Amount shall be payable by Investor as follows:

3.1 Investor. Investor shall pay the Investment Amount on the terms and conditions set form in Schedule A.

3.2 Early Payment. Notwithstanding anything in Section 3.1 Investor may, but shall not be obligated to, make any payments required pursuant hereto in advance of the due date for such payment.

4. Ongoing Obligation of SteadyWare LLC. In consideration of the investment in SteadyWare LLC pursuant to Section 2, on or before May 1 of each year of the Term, SteadyWare LLC shall pay to Investor the Annual Return on Investment Payment for the prior year.

5. Term. This Agreement shall commence on the date first set forth above and shall continue until the day that is 365 days after notice of exercise of the Option, provided the Termination Amount has been paid in full by such date. Unless and until the Termination Amount has been paid in full, this Agreement shall remain in full force and effect in accordance with its terms until _____ 1, _____; provided, however, that, notwithstanding the foregoing, this Agreement is subject to early termination as follows:

5.1 This Agreement shall terminate 365 days following the date of death of the individual Investor or the termination of SteadyWare LLC.

5.2 If Investor defaults in his {her} obligation to pay the Investment Amount as and when due under Section 3.1 or Section 3.2 respectively, SteadyWare LLC shall have the option to either (A) terminate this Agreement and repay to Investor all amounts paid by Investor to SteadyWare LLC, without interest or premium, within 180 days of SteadyWare LLC's election of this option and, at the time of such repayment, this Agreement shall terminate and each parties' rights and obligations hereunder shall terminate; or (B) if SteadyWare LLC does not elect to terminate this Agreement pursuant to (A) of this Section 5.3, this Agreement shall continue; in accordance with its terms unless and until terminated by SteadyWare LLC; provided, however, that (i) SteadyWare LLC shall be entitled to exercise the option to terminate so long as Investor is in default and (ii) Investor shall have the right to remedy such default at any time and become current on payment of the Investment Amount so long as the Agreement has not been terminated, in which case SteadyWare LLC may no longer terminate this Agreement pursuant to (A) of this Section 5.3. SteadyWare LLC's sole remedy for failure of Investor to pay the Investment Amount shall be termination of this Agreement.

5.3 If the Agreement is terminated pursuant to Section 5.1, neither SteadyWare LLC, shall be obligated to repay the Investment Amount, and subject to payment of any amounts due prior to termination, the Agreement and all obligations hereunder shall terminate.

6. General Provisions.

6.1 Consistent Reporting. Each party agrees to treat payment of the Investment Amount, the Annual Return on Investment Payment and the Termination Amount consistently for financial accounting purposes and tax reporting purposes. The parties shall reasonably coordinate and discuss proper treatment of such transactions. Investor ("Indemnitor") agrees to indemnify, defend and hold SteadyWare LLC harmless from any tax liability, costs, expenses, liabilities, obligations, penalties, actions, judgments, suits, claims, and disbursements (including, without limitation, the reasonable fees and expenses of counsel for SteadyWare LLC in connection with any investigative, administrative or judicial proceeding) (collectively, "Losses"), which may be imposed on, incurred by, or asserted against SteadyWare LLC in any matter related to the tax treatment of the payment to SteadyWare LLC of the Investment Amount hereunder, including, without limitation, any and all liability for taxes, duties, levies ("Taxes") on the Investment Amount as income to SteadyWare LLC and all Losses related to or arising from such Taxes. The parties acknowledge that the foregoing indemnification is limited exclusively to Losses that directly and solely relate to the Federal or state tax treatment of SteadyWare LLC's receipt of the Investment Amount and for no other Losses experienced by SteadyWare LLC, whether pursuant to this Agreement or otherwise.

6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona, exclusive of choice-of-laws provisions.

6.3 Assignment. No party may assign such party's rights or obligations under this Agreement without the consent of all parties hereto.

6.4 Amendment; Waiver. This Agreement may not be amended, supplemented, canceled or discharged, except by written instrument executed by the party against whom enforcement is sought. No failure to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

This Agreement is executed as of the date first set forth above.

[Name of Investor in StediWare LLC]

[Signature]

AGREED TO AND ACKNOWLEDGED BY:

I, _____ [Name Spouse of StediWare LLC], being the spouse of StediWare LLC, have read, do acknowledge, and agree to be bound by the terms of this Agreement as it relates to any community property interest I may have in the assets of my husband [or wife], _____, I am party to this Agreement solely for purposes of this acknowledgement and I am not otherwise bound hereby.

[Name Spouse of StediWare LLC]

[Signature]

Public Notary:

APPENDED DOCUMENTS: TERMS AND CONDITIONS OF PAYMENT OF INVESTMENT AMOUNT

Schedule A

LUMP SUM [] or MONTHLY PAYMENTS (up to 12 months) []

DUE DATE:

FULL AMOUNT OF INVESTMENT:

DOWN PAYMENT (if applicable):

MONTHLY PAYMENTS (if applicable):