

## **STRUCTURING AGREEMENT**

THIS AGREEMENT is made this 5<sup>th</sup> day of December, 2007 by and between Lionheart Associates, LLC doing business as Fairhills Capital, a Delaware Corporation, (hereinafter referred to as "Lionheart") and EDoorways (OTC BB:EDWY) (hereinafter referred to as "Company").

### **Recitals**

*Whereas*, Company is seeking consulting on executing on its business plan and desires that Lionheart provide such services to Company with respect to the same; and

*Whereas*, Company and Lionheart desire to enter into an agreement for such services on the terms and conditions described herein.

**NOW THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, Company and Lionheart agree as follows:

### **ARTICLE I**

#### **Definitions**

Article 1.1. "Strategic Relationships" shall mean those persons and entities that Lionheart introduces to the company.

Article 1.2 "Tagged Party" means those parties, including Strategic Relationships, identified on Exhibit "1" hereto, as may be amended from time to time by Lionheart via amendment to Exhibit 1 which may occur by fax, email or other written communication providing notice from Lionheart to Company of a Tagged Party.

Article 1.3 "Fee" is the amount paid to Lionheart as set forth in Article III herein.

### **ARTICLE II**

#### **Services of Lionheart**

Article 2.1. Services by Lionheart. Company hereby retains Lionheart. The function of the relationship will be to assist the company in executing on its business plan

Article 2.2 Exclusivity. Although the relationship between the parties is exclusive.

Article 2.3 No circumvention. Company, and its subsidiaries, affiliates, officers, employees, agents and/or representatives shall not circumvent, solicit or contact any persons or entities introduced by Lionheart to Company, with whom Company had no prior relationship prior to said introduction by Lionheart, without prior written consent of Lionheart.

### **ARTICLE III**

#### **Structuring Fees Payable to Lionheart**

Article 3.1 Fees. In consideration for the services rendered by Lionheart, Company agrees to pay Lionheart the following Fee:

- a. Ten million shares of common stock.
- b. Two hundred and fifty thousand shares of preferred stock.

### **ARTICLE IV**

#### **Term and Termination**

**Article 4.1** Term. This Agreement is for a minimum period of 365 days commencing on the date this Agreement is executed by the Company ("Initial Period") and thereafter, this Agreement shall continue month-to-month in accordance with the terms set forth herein until terminated. After expiration of the Initial Period, this Agreement may be terminated at any time by either party with or without cause upon thirty (30) days' notice of termination. In the event of a material breach by Lionheart or Company, or for Cause, as described in Article 4.2.d hereof, either party may terminate this Agreement by first providing a ten (10) day notice to cure and if the defaulting party has not cured within said period, then the non-defaulting party may terminate this Agreement.

**Article 4.2** Termination. In the event this Agreement is terminated by Company and no subsequent similar agreement is entered into by the parties, Lionheart shall be entitled to its Fee from Company in connection with transactions between Company and Tagged Parties for a period of 12 months following termination.

## **ARTICLE V**

### **Documents, Information and Referrals**

**Article 5.1.** Company agrees to provide Lionheart with all documents and information, including but not limited to financial information, summary and full business plans, whether confidential or not, reasonably necessary or required by Lionheart. Lionheart agrees to maintain the confidentiality of such information, and to require any Tagged Party to whom confidential information is disclosed to execute an appropriate nondisclosure agreement. Lionheart shall notify Company of its intention to disclose confidential information to a Tagged Party for prior approval by Company, which may be withheld for any reason by Company. Company agrees to use reasonable efforts to make directors and officers available for meetings upon reasonable notice by Lionheart in connection with the preparation of any presentation of documents connected with the activities of Lionheart.

**Article 5.2.** Company shall cooperate with Lionheart and provide such non-confidential information as Lionheart reasonably requests in order to aid Lionheart in its efforts with Tagged Parties concerning potential Investment and Revenue transactions with the Company.

**Article 5.3** Both parties will keep confidential and not disclose to any third party any confidential information of either party made available to other pursuant to this Agreement and will use the confidential information only in connection with the execution of the obligations and duties contemplated by this Agreement. "Confidential Information" shall include all information concerning either party that is deemed confidential through marking, in writing or memorandum, or that by its nature, should be considered confidential, excluding any information that is generally available to the public, or any information which becomes available to either party on a non-confidential basis from a third party who is not known by either party to be bound by a confidentiality obligation of this Agreement; provided, however, that such confidential information may be disclosed (i) to either party's officers, directors, employees, counsel and accountants in connection with its engagement hereunder, who shall be informed of the confidential nature of the information and that such information is subject to a confidentiality agreement; (ii) to any person with the written consent of the disclosing party, subject to execution of an appropriate nondisclosure agreement; or (iii) if, upon the advice of counsel, either party is compelled to disclose such information (in which case the party compelled to disclose shall, to the extent permitted by applicable law, rule or regulation, and practicable under the circumstances, advise the other party in writing prior to such disclosure and shall consult with the other party with respect to the form and timing of disclosure).

## **ARTICLE VI**

### **General Provisions**

Article 6.1 The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law rules. Any disputes arising under this Agreement shall be submitted to arbitration before a single arbitrator in accordance with such rules as the parties jointly agree, to be conducted in New York, County, NY. If the parties are unable to agree on arbitration procedures, arbitration shall be conducted in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association. Judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction. The prevailing party shall be entitled to reasonable attorney's Fees.

Article 6.2 All notices, requests, demands, and other communications required or that may be given hereunder shall be in writing and shall be deemed to have been duly given when received, if delivered in person, or sent by certified mail, postage prepaid, return receipt requested or sent by nationally recognized overnight courier service, and addressed to the last known address of the parties hereto.

Article 6.3 This Agreement may be executed in one or more counterparts, which taken together shall constitute one instrument. Each party has cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, the same shall not be construed against any party on the basis that the party was the drafter.

Article 6.4 Nothing contained herein shall be construed to create an employer-employee, partnership or joint venture relationship between the parties, it being understood that Lionheart, while acting under the terms of this Agreement, is an independent contractor.

Article 6.5 The parties understand that Lionheart does not guarantee that any Transaction will occur or any terms that may be offered by other parties to a transaction.

Article 6.6 Lionheart and Company agree that: (i) Lionheart is not a "broker" or a "dealer" as defined under any applicable federal and/or state securities laws; (ii) Lionheart shall not engage in any acts for which he is required to be a broker/dealer; (iii) Lionheart shall solely act to introduce Tagged Parties to the Company; and shall not engage in any sales efforts in connection with any Investment by any person or entity in Company; (iv) Lionheart shall not give any advice to anyone regarding the valuation of, potential return on, or the terms of any Investment in, any securities of Company, except as authorized by the Company. Lionheart makes no representations, warranties or guaranties of any specific results or success.

Article 6.7 Company agrees to defend, indemnify and hold Lionheart harmless from any and all claims, liabilities, debts, actions, judgments and/or settlements, including reasonable attorneys' Fees, which may arise as a result of Company's business, securities offerings and dealings, or from a breach of its obligations, representations and warranties as set forth in this Agreement. Lionheart agrees to defend, indemnify and hold Company harmless from any and all claims, liabilities, debts, actions, judgments and/or settlements, including reasonable attorneys' Fees, which may result from its breach of obligations, representations and warranties under this Agreement.

Article 6.8 During the term of this Agreement and any extended Fee payment periods stated herein, Company shall maintain its books and records in accordance with generally accepted accounting principles and Lionheart shall have the right, through such representatives as it deems appropriate, to inspect and audit the books and records of Company, no more frequently than every six months.

Article 6.9 This Agreement, including any Exhibits and documents referred to in this Agreement or attached hereto, constitutes the entire understanding of parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement may only be amended by a writing signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties have executed this instrument as of the dates set forth below:

Lionheart Associates, LLC

\_\_\_\_\_  
Edward Bronson, Managing Director

EDoorways, Inc.

\_\_\_\_\_  
Authorized Representative

*Gary S. Hummer*

12/5/07

**EXHIBIT 1**

**TAGGED PARTY LIST:**

- 1.