

**Case 1**

Could Carlos contribute the laptop and technological knowledge to the disposition to the company as equity contribution - instead of providing the 8,000 euros-?

See art. 58 CA

See art. 86 CA -ancillary commitments

Could Ana María - driving force behind the idea of setting up a company- receive 125 shares instead of the 100 mentioned?

See art. 59 CA - no stakes may be issued for a figure lower than their nominal value

Is the agreement valid and enforceable? If not, who would be entitled to challenge that agreement?

See art. 210 CA - Only the unanimously opinion of its members may adopt agreements and use the corporate name against third parties

Explain briefly the highlights of this corporate transaction

See art. 295 CA - By increasing the share capital of the company.

Company capital may be increased by either creating new stakes or issuing new shares or by increasing the par value of the existing stakes or shares.

What happens if one of the partners do not have sufficient financial availability for the expected contribution?

It loses control over the company, since the number of his stakes is maintained, but they represent a lower percentage over the company.

Can the other partners acquire then his/her proportion of the new shares instead?

See art. 304-308 CA - Yes, since they shall be entitled to subscribe a number of stakes/shares in proportion to the par value of their holdings prior to the increase (pre-emptive right to subscribe new stakes over third parties)

Are they losing the control of the company? How can the founding partners prevent the Business Angel from taking the total control over the company?

See art. 298 CA - In capital increases, stakes may be created and shares issued with a premium

Is the year rate of return of 15% acceptable for the founding partners? And more important, it is legal?

See art. 96 CA

The issue of stakes/shares entitled to collect interest shall not be valid, irrespective of the manner in which it is determined.

How can they achieve it without losing the promised funding of 450.000 €?

Art. 298 CA - Using the capital increase with premium

Explain their content; to whom of the current partners try to protect and what risks are they anticipating.

That kind of agreements try to protect minorities or majorities (depends on the construction of the clause)

See last part of the Block I slides

Should partners/shareholders be able to join with other partners who intend to sell their shares to a third party?

See last part of the Block I slides

Should majority partners/ shareholders be able to force minority partners join into a sale?

See last part of the Block I slides