

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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CYBERMESH INTERNATIONAL CORP.

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 16, 2011

CYBERMESH INTERNATIONAL CORP.

(Exact name of registrant as specified in its charter)

Nevada	000-52207	98-0512139
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2517 Indian Farm Lane NW
Albuquerque, NM 87107
(Address of principal executive offices and Zip Code)

505-359-5002
Registrant's telephone number, including area code

#200-245 East Liberty Street
Reno, NV 89501
(888) 597-8899
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a -12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d -2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e -4(c))
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ITEM 1.01. ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On August 16, 2011, the Registrant and ContentX Technologies, LLC, a California limited liability company (“ContentX”) entered into an amendment (“Amendment”) to a certain Joint Venture Agreement (“Agreement”) between the parties. Pursuant to the terms of the Amendment, (i) Registrant has reduced its capital contribution from \$1,000,000 to \$500,000 for the joint venture; (ii) the 2,1776,753 shares of Registrant common stock to be issued to ContentX pursuant to the Agreement are canceled; and (iii) Registrant shall issue to ContentX on August 19, 2011 a warrant to purchase 5,000,000 shares of Registrant common stock at a price per share of \$0.001.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Agreement which is filed as Exhibit 10 hereto.

ITEM 9.01. FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibit

10 Amended Joint Venture Agreement dated August 16, 2011 between Registrant and ContentX Technologies, LLC.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: August 22, 2011.

CYBERMESH
INTERNATIONAL CORP

/s/ John Samuel Porter

John Samuel Porter
President

**AMENDED
JOINT VENTURE AGREEMENT**

OF

**CTX/CYTL, LLC
(a Nevada limited liability corporation)**

This AMENDED JOINT VENTURE AGREEMENT (this "Agreement"), is entered into as of August 16, 2011 by and between ContentX Technologies, LLC a California limited liability company with an address at 19700 Fairchild, Ste. 260, Irvine, CA 92612 ("ContentX") and Cybermesh International Corporation, a Nevada corporation with an address at 2715 Indian Farm Ln NW, Albuquerque NM 87107 ("Cybermesh") (Cybermesh and together with ContentX, the "Members" each a "Member"), pursuant to the laws of the State of Nevada.

RECITALS:

WHEREAS, the Members desire to enter into a joint venture relating to a joint venture to license software designed to recapture royalties for unauthorized computer downloads of copyrighted material on the Internet as more fully described herein (the "Business"); and

WHEREAS, the Members desire to establish the terms and conditions of the contemplated project and enter into various agreements relating to their respective rights, responsibilities, and involvement therein;

NOW THEREFORE, in consideration of the terms and provisions set forth herein, the mutual benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

ARTICLE I. FORMATION

1.1 Definitions.

When used in this Agreement, the following capitalized terms shall have the meanings set forth in this Section, unless the context requires otherwise:

"Business" shall mean the representation of copyrighted materials for the purpose of monetizing illegal downloads made on the Internet.

"Cybermesh Common Stock" shall mean the common stock of Cybermesh International Corporation par value \$0.001 per share.

"Company" shall mean CTX/CYTL, LLC.

"Confidential Information" shall have the meaning set forth in Section 9.3 herein.

“Joint Venture” shall have the meaning set forth in the recitals herein.

“Co-Managing Members” shall mean ContentX Technologies, LLC and Cybermesh International Corporation.

“Member(s)” shall have the meaning set forth in the preamble.

“Related Agreements” means the License Agreement, and any other agreements related to the contemplated transactions herein.

ARTICLE II. FORMATION

2.1 Formation. Simultaneous with the execution of this Agreement, the Members shall cause the Company to be organized and incorporated as a limited liability corporation under the laws of the State of Nevada.

2.2 Name and Principal Place of Business. The name of the Company shall be CTX/CYTL, LLC, with a principal place of business at 19700 Fairchild, Ste. 260, Irvine, CA 92612 (“CTX/CYTL” or the “Company”).

2.3 Registered Agent. The name of the Company’s registered agent shall be National Registered Agents, Inc.

ARTICLE III. OWNERSHIP INTERESTS

3.1 Ownership Interests. Each of the Members will have an ownership interest in the Company as set forth on Schedule 3.1 attached hereto (the “Ownership Interest”).

ARTICLE IV. PURPOSE OF THE JOINT VENTURE

4.1 Purpose. The Members agree that the purpose of this Joint Venture is for joint development of the Company pursuant to the terms of this Agreement; provided however, that nothing in this Article IV shall be interpreted or construed to constitute limitations on any of the contemplated transactions in this Agreement.

4.2 Contributions. Contributions of the Joint Venture shall be structured as follows:

(a) Contribution of Funds by Cybermesh. Cybermesh shall contribute Five Hundred Thousand Dollars (\$500,000) to the Company (the “Capital Contribution”). Said Capital Contribution shall be used to fund the operating expenses of the Company as needed. Cybermesh agrees to fund all of the operating expenses in a timely fashion and in accordance with the agreed upon terms. Any payment defaults, which shall be defined as over thirty (30) days. Said payments shall continue until the Company has received Five Hundred Thousand Dollars (\$500,000).

(b) Contribution by ContentX. Upon execution of this Agreement, ContentX will contribute an exclusive, perpetual, license to use, improve, sell, license or generally commercially exploit its proprietary software for the Business, pursuant to the Licensing Agreement set forth in EXHIBIT A attached hereto (the “Asset Contribution”).

(c) Limited Purpose. This Joint Venture shall be a limited liability company established only for the purposes set forth herein. Except as otherwise provided for herein, the Joint Venture shall not engage in any other activities or businesses outside of the scope of the contemplated transactions and no Member shall have the authority to hold himself out as an agent of the other Member in any other business activity. Nothing in this Agreement shall be construed as creating between the Members a partnership, fiduciary or other similar relationship outside of the scope of the contemplated transaction. Nothing in this Agreement shall create or imply any exclusive relationship outside of the scope of the contemplated transactions.

(d) Additional Consideration. As Additional Consideration for entering into this Agreement, Cybermesh shall issue to ContentX a warrant to purchase Five Million (5,000,000) shares of Cybermesh Common Stock at an exercise price of \$0.001 per share (the "Warrant"). The Warrant shall carry unlimited piggyback registration rights. A copy of the Warrant is attached hereto as EXHIBIT B.

ARTICLE V. TERM AND TERMINATION

5.1 Term. The effective date of this Agreement shall be on the date first above written and the term of this Agreement shall continue in effect in perpetuity or until mutual agreement otherwise.

5.2 Termination. This Agreement will be terminated upon the occurrence of the following event:

- (a) Failure by either of the Members to make the contributions under Sections 4.2(a), 4.2(b) and 4.2(d) herein.

ARTICLE VI. DISSOLUTION AND LIQUIDATION

6.1 Dissolution. The Company shall be dissolved upon the first of the following events to occur:

- (a) the determination of the Members;
- (b) the entry of a judicial decree of dissolution of the Company pursuant to the laws of the State of Nevada; or
- (c) in the event that there are no Members.

6.2 Liquidation. Notwithstanding Section 11.1 herein, upon a dissolution of the Company, the Members shall take or cause to be taken a full account of the Company's assets and liabilities as of the date of such dissolution and shall proceed with reasonable promptness to liquidate the Company's assets and to terminate its business and affairs. The Company's assets, or the proceeds from the liquidation thereof, shall be applied in cash or in kind in the following order:

(a) to creditors (including the Member if it is a creditor) to the extent otherwise permitted by applicable law in satisfaction of all liabilities and obligations of the Company, including expenses of the liquidation;

(b) to the establishment of such reserves for contingent liabilities of the Company as are mutually deemed necessary or desirable by the Members; provided, however, that such reserves shall be held for the purpose of disbursing such reserves for the payment of such contingent liabilities and, at the expiration of such period as the Members may reasonably deem advisable, for the purpose of distributing the remaining balance in accordance with subparagraph (c) below; and

(c) to the Members.

ARTICLE VII. MANAGEMENT

7.1 The Members agree that the Co-Managing Members shall have the exclusive right, power and authority to manage the daily operations of the business and affairs of the Company, with all rights and powers and the full authority necessary, desirable or convenient to administer and operate the same for Company purposes, and to make all decisions and do all things necessary or desirable in connection therewith; provided however that any action with respect to the following activities shall require a unanimous consent of the Members:

(a) any sale or license of the Asset Contribution; or

(b) any other activity which will result in a material change in the Company's corporate structure.

7.2 The Co-Managing Members shall devote such time as necessary to such management of the Company; provided however that the Co-Managing Members shall be responsive to the policies established and agreed on by the Members.

7.3 The Members agree that the Co-Managing Members will be liable to the Company for any willful or negligent conduct which will result in any losses or liabilities to the Company.

ARTICLE VIII. ALLOCATION OF REVENUES

8.1 Upon completion of minimum required payments pursuant to Section 4.2(a), the Company's revenues shall be calculated at the end of each month and allocated to the Members pursuant to their Ownership Interests.

ARTICLE IX. BOOKS AND RECORDS; BANK ACCOUNT

9.1 Books and Records. The Co-Managing Members shall keep or cause to be kept, complete and accurate books of account and records with respect to the total operation of the Company's business, in which books shall be entered, fully and accurately, each transaction pertaining to the Company. Each of the Members, or their agents, shall have the right to examine the Company books, records and documents during normal business hours.

9.2 Fiscal Year. The fiscal year of the Company shall commence on January 1st and close on December 31st of each year of operation. All accounting based on fiscal year figures shall be completed within forty-five (45) days after the close of the fiscal year and such financial statements shall be distributed to the Members.

9.3 Bank Account. The Company shall maintain one or more accounts, including, without limitation, checking, cash management, money market or investment accounts, in such banks or other financial institutions as the Co-Managing Members may select. All amounts deposited by or on behalf of the Company in those accounts shall be and remain the property of the Company.

ARTICLE X. TITLE TO PROPERTY

10.1 Title to Property. All legal title to property acquired by the Company whether real or personal, shall be taken in the name of CTX/CYTL, LLC a Nevada Limited liability corporation and shall be held for their interest. The interest of each Member in such property shall be proportionate to his share of the profits of the venture.

ARTICLE XI. MISCELLANEOUS

11.1 Assignment and Transfer. The Members shall not assign or transfer his rights or duties in the Company without the express written consent of the other Member. Any transfer or assignment made without the consent of the other Member shall not relieve the transferor or assignor or his duties or obligations herein.

11.2 Confidentiality. The Members agree that certain unique and proprietary information will be disclosed by a Member to the other Member (the "Confidential Information"). The Members agree to keep all such Confidential Information private and not to disclose any such Confidential Information to any third parties who are not principles to the contemplated transactions.

11.3 Amendment. The terms and provisions set forth in this Agreement may be amended, and compliance with any term or provision set forth herein may be waived, only by a written instrument executed by each Member hereto. No failure or delay on the part of any Member in exercising any right, power or privilege granted hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

11.4 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Members hereto and their respective successors and assigns.

11.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

11.6 Arbitration. In the event a dispute shall arise between the Members, it is hereby agreed that the dispute shall be submitted for arbitration pursuant to the provisions of the American Arbitration Association. The arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event a that a Member fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other Member is entitled of costs of suit including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

11.7 Partial Invalidity. In the event that any provision contained in this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability thereof shall not affect any other provision hereof.

11.8 Notices. Any notice to be given or to be served upon any Member hereto in connection with this Agreement shall be in writing (which may include facsimile) and shall be deemed to have been given and received when delivered to the address specified by the Member to receive the notice. The respective address of each Member hereto shall be as set forth in the preamble.

11.9 Construction. Any references to "shall" and "will" are intended to have the same meaning.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Members hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CONTENTX TECHNOLOGIES, LLC

By: /s/ John Freedman

Name: John Freedman

Title: Co-Manager

CYBERMESH INTERNATIONAL CORP.

By: /s/ John Samuel Porter

Name: John Samuel Porter

Title: Chief Executive Officer

Signature Page to the Joint Venture Agreement

Schedule 3.1

Ownership Interests

Name	Ownership Interest
Cybermesh International Corp.	50%
ContentX Technologies, LLC	50%
Total:	100%

Exhibit A

Licensing Agreement

Exhibit B

Warrant
