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iCare Draft Partnership Agreement

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PARTNERSHIP AGREEMENT OF ACADEMIC TECHNOLOGY INNOVATIONS

This General Partnership Agreement (the “Agreement”) is made and entered into as of *[date]*, by and among Matthew Arthur Bell, BSN, RN, Chayawat Indranoi, MIE, Xueping Li, Ph.D., and Tami Hodges Wyatt, Ph.D., RN, CNE (all of whom together are hereinafter collectively sometimes referred to as “Partners”).

RECITALS

WHEREAS, the parties hereto desire to form a general partnership (hereinafter referred to as the “Partnership”), under the laws of the State of Tennessee for the term and upon the conditions hereinafter set forth.

The Partnership has been converted from a Limited Liability Company according to the Plan of Conversion, attached as Exhibit A and incorporated herein, and as authorized under the Tennessee Revised Limited Liability Company Act.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by and among the Parties hereto as follows:

ARTICLE I BASIC STRUCTURE

Section 1.1 – Formation

The parties hereby form a general partnership pursuant to the Laws of the State of Tennessee.

Section 1.2 – Name

The business of the Partnership shall be conducted under the name of Academic Technology Innovations.

Section 1.3 – Place of Business

The principal office and place of business of the Partnership shall be Knoxville, Tennessee, or such other place as the Managing Partners may from time to time designate.

Section 1.4 – Term

The Partnership shall commence on _____, and shall continue until completion of the purpose as stated in section 1.5 below, unless earlier terminated in the following manner:

- (a) Pursuant to this Agreement; or
- (b) By applicable Tennessee law; or
- (c) By death, insanity, bankruptcy, withdrawal, resignation, or disability of all of the then

Partners.

Section 1.5 – Purpose

The purpose for which the Partnership is organized is to transact business in the State of Tennessee pursuant to the terms of the Asset Purchase Agreement between Academic Technology Innovations f/k/a iCare Academic, LLC and Wolters Kluwer Health, Inc. (“WKH”), dated December 1, 2010 (the “Asset Purchase Agreement”). More specifically, the Asset Purchase Agreement provides that each Partner in this Partnership shall provide the following services to WKH in exchange for an eighteen percent royalty fee from the calendar year’s gross revenues (less bad debts of returns) of products commercialized by WKH based on iCare’s software:

- (a) act as Subject Matter Experts for Lippincott’s DocuCare;
- (b) attend nursing and medical conferences;
- (c) present at nursing and medical conferences;
- (d) present product webinars for Lippincott’s DocuCare;
- (e) train individuals to train others regarding DocuCare, including sales force and beta sites;
- (f) perform DocuCare sales support;
- (g) participate in an Alpha test;
- (h) provide software feedback and input for DocuCare;
- (i) provide general guidance to Electronic Health Record technology;
- (j) conduct focus groups for DocuCare; and
- (k) work with other Lippincott’s Subject Matter Experts;

The Partnership is organized to allow the Partners to participate in these consulting activities for WKH and function as a structure to channel the stream of income from the royalties received pursuant to the Asset Purchase Agreement. This Agreement shall be construed to allow the individual Partners to participate in the necessary activities to effectuate this purpose.

Section 1.6 – Partner’s Investment Representation

Each Partner represents and warrants that he is acquiring his interest in the Partnership for his own account, for investment, and not with a view to the sale or distribution thereof.

**ARTICLE II
FINANCIAL ARRANGEMENTS**

Section 2.1 – Definitions

(a) For purposes of this document “capital” shall be defined as property owned by the Partnership. The gain on such property and the losses, deductions, amortization and depreciation associated with such property shall be added to or subtracted from the Partners’ capital accounts (using the then capital accounts as a base).

(b) All other (“operating”) profits (or losses) of the Partnership shall be (if income) deemed to be income of the Partners according to their share of profits and losses. If losses, these shall be deducted from the Partners capital accounts according to their share of profits and losses. Undistributed profits shall be added to the relevant Partners’ capital accounts. Amounts distributed in excess of current profits shall be deducted from the relevant Partners’ capital accounts.

(c) Upon dissolution, any Partner having a negative capital account balance shall be required to make up such balance.

Section 2.2 – Initial Contributions of Partners

Each Partner has contributed to the initial capital of the Partnership property in the following amounts:

Matthew Arthur Bell, BSN, RN	\$0
Chayawat Indranoï, MIE	\$0
Xueping Li, Ph.D.	\$0
Tami Hodges Wyatt, Ph.D., RN, CNE	\$0

Capital contributions to the Partnership shall not bear interest. An individual capital account shall be maintained for each Partner.

Section 2.3 – Percentage Share of Capital

The Percentage Share of Capital of each Partner shall be (unless otherwise modified by the terms of this Agreement) as follows:

Initial Percentage

Matthew Arthur Bell, BSN, RN	25%
Chayawat Indranoï, MIE	25%
Xueping Li, Ph.D.	25%
Tami Hodges Wyatt, Ph.D., RN, CNE	25%

Section 2.4 – Partner’s Share of Profits and Losses

The individual Partners shall share in the profits and losses of the Partnership according to their then Percentage Share of Capital.

Section 2.5 – Allocation Upon Buy-Out or Shift in Interest

Notwithstanding any provision in this Agreement to the contrary, upon the sale of a

Partner's interest or upon the withdrawal of a Partner from this Partnership, or upon a shift in Partnership interests, the operating profits and losses of this Partnership for the fiscal year to date shall be allocated as follows: Such Partner's then Percentage Share of profits and losses shall be multiplied times the actual total amount of each item of Partnership gain or loss, as defined in Section 702 of the Internal Revenue Code (as amended or supplemented) for that portion of the fiscal year which ends with the date of sale or withdrawal.

Section 2.6 – Adjustments

Nothing herein to the contrary withstanding, the rules of Internal Revenue Code § 704(b) shall be followed in determining the Partners' capital accounts.

Section 2.7 – Distributions

Distributions to the Partners of net operating profits of the Partnership, as hereinafter defined, shall be made *[annually/semiannually/at such times as the Partners shall agree]*. Such distributions shall be made to the Partners simultaneously. For the purpose of this Agreement, "net operating profit" for any accounting period shall mean the gross receipts of the Partnership for such period, less the sum of all cash expenses of operation of the Partnership, and such sums may be necessary to establish a reserve for operating expenses. *In any case, [amount of percentage] % of Partnership income shall be left in the Partnership as a further contribution to capital by each Partner.*

Comment [WU1]: Annually?

Comment [WU2]: Is this saying that the partners have to leave a portion of their share of the royalties in the Partnership account? If so, is this what they want?

Section 2.17 – Compensation

No Partner shall be entitled to receive any compensation from the Partnership, nor shall any Partner receive any drawing account from the Partnership.

ARTICLE III MANAGEMENT

Section 3.1 – Managing Partners

All Partners shall participate in management of the Partnership.

Section 3.2 – Rights, Powers and Restrictions of Partners

No Partner without the consent of all the other partners shall:

- (a) Do any act in contravention of this Agreement.
- (b) Do any act which would make it impossible to carry on the ordinary business of the Partnership.
- (c) Confess judgment against the Partnership.
- (d) Possess Partnership property, or assign his interest or rights in specific Partnership property, for other than a Partnership purpose.

Section 3.3 – Right to Admit Partners

There shall be no right to admit additional Partners, except by unanimous consent of all of the Partners.

Section 3.4 – Tax Matters Partner

(a) The Tax Matters Partner shall be _____, who shall be succeeded upon death or unwillingness or inability to act as shall be determined by the Partners.

(b) The Tax Matters Partner may be removed as Tax Matters Partner by the Partners. Provided, however, that a 15 day notice must be given to the Tax Matters Partner spelling out to the Tax Matters Partner those acts which have caused such removal. The moving Partner shall, in writing, submit to all of the Partners the basis upon which he seeks removal of the Tax Matters Partner and the name of another person or corporation as the proposed successor Tax Matters Partner. If, within 15 days after the submission of the allegation and the proposal of substitution to all of the Partners, a majority of the Partners approve such removal and proposed Partner substitution in writing, the person so proposed shall be admitted as the Tax Matters Partner.

Section 3.5 – Duties of Tax Matters Partner

The Tax Matters Partner shall have the following rights and duties:

(a) To provide to the Internal Revenue Service any or all information which is within the knowledge of the Tax Matters Partner as to the organization operations and/or liquidation of the Partnership.

(b) To adjust, arbitrate, negotiate, compromise, sue or defend, abandon or otherwise deal with and settle any and all claims in favor of or against the Partners and the Partnership as the Tax Matters Partner shall deem proper which shall directly relate to the organization, operations and/or liquidation of the Partnership.

(c) Do all other things which may be granted to the Tax Matters Partner by Internal Revenue Code §§ 6221 through 6232, as they may be now or hereafter amended or supplemented.

Nothing herein shall be construed to restrict the Partnership from engaging accountants or other professionals to assist the Tax Matters Partners in discharging his duties hereunder

Section 3.6 – Liability

No Partner shall incur any liability for any mistakes or errors in judgment made in good faith and in the exercise of due care in connection with the Partnership business, and no Partner shall be deemed to have violated any of the provisions of this Partnership Agreement for any such mistakes or errors in judgment.

Section 3.7 - Indemnification

The Partners and Tax Matters Partner, when acting in their capacity as such, shall be entitled to indemnity from the Partnership for any act performed by them within the scope of the

authority conferred on them by this Agreement, except for acts of malfeasance or gross negligence or for damages arising from any misrepresentations; provided, however, that any indemnity under this Section shall be provided out of and to the extent of Partnership assets only, and no Partner shall have any personal liability with regard to said indemnity.

ARTICLE IV MEETINGS OF PARTNERS

Section 4.1 – Meetings of Partners

(a) Meetings of the Partners, if actually held, shall be held on such date and time as shall be designated from time to time by the Partners and stated in the notice of the meeting, at which they shall transact such other business as may properly be brought before the meeting. Written notice of the meeting stating the place, date and hour of the meeting shall be given to each Partner entitled to vote at such meeting not less than 10 days nor more than 15 days before the date of the meeting.

(b) Any action required or permitted to be taken at any meeting of the Partners thereof may be taken without a meeting, if all the Partners consent in writing.

(c) Partners may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in a meeting pursuant to this section shall constitute presence in person at such meeting.

Section 4.2 – Voting

Whenever the vote of Partners at a meeting thereof is required or permitted to be taken for or in connection with any action, a majority shall control and the meeting and vote of Partners may be dispensed with if the written consent to each such action from Partners having not less than the minimum percentage of the vote for such action.

Section 4.3 – Quorum

At all meetings of the Partners, a majority of the Partners shall constitute a quorum for the transaction of business, and the act of a majority of the Partners present at any meeting at which there is a quorum shall be the act of the Partners. If a quorum shall not be present at any meeting, the Partners present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

ARTICLE V ASSIGNMENT OF PARTNERSHIP INTEREST

Section 5.1 – Partner’s Right to Assign Right to Profits and Losses

Except as herein provided, the partnership interest shall not be assigned.

Section 5.2 – Transfers

The Partners shall not sell, assign, pledge or otherwise transfer or encumber in any

manner or by any means whatsoever, nor share in all or any part of the interests of the Partnership now owned or hereafter acquired by them without having first obtained the consent of or offered it to the other Partners and to the Partnership in accordance with the terms and conditions of this Agreement.

Section 5.3 – Joint Ownership

It is understood by the parties hereto that the interest owned by some of the Partners is owned jointly by said Partner and his or her spouse. The parties hereto agree that the spouses of the respective Partners shall in all respects be bound by this Agreement and that in the event that a Partner is required to sell his interest pursuant to the Agreement, the respective spouse must comply with this Agreement and shall execute any and all documents required as a result thereof.

Section 5.4 – Offer To Purchase Partnership Interest

(a) In the event that any Partner is in receipt of a bona fide offer to purchase his interest, and shall desire to sell, assign, transfer or otherwise dispose of his interest without the prior written consent of the other Partners; he shall serve notice to such effect upon the other Partners and the Partnership by registered or certified mail, return receipt requested, and said notice shall indicate the name and address of the person desiring to purchase the same and the price and terms of payment upon which said sale is proposed. Said notice shall also imply an offer to sell such interest to the other Partners and to the Partnership upon the same payment terms as the proposed sale, or upon the following price and terms.

(b) The purchase price of the interest of a Partner shall be (i) the Total Value of the Partnership as determined by a CPA firm multiplied by (ii) the Partner's then Percentage Share of Capital.

(c) Upon such event, the Partnership shall have the rights and duties and the Partners shall have the rights and duties to purchase the interest of the relevant Partners using the mechanics set forth in section 5.6.

Section 5.5 – Partner Desires to Sell

(a) In the event that any Partner, not in receipt of a bona fide offer, shall desire to dispose of his interest, dissolve, make an assignment for the benefit of creditors, be adjudicated bankrupt or legally incapacitated, he shall, at least 30 days prior to the date he is to dispose of his interest, serve notice upon the other Partners and upon the Partnership by registered or certified mail, return receipt requested, said notice containing an offer to sell such interest to the other Partners and to the Partnership upon the following price and terms.

(b) The purchase price of the interest of a Partner shall be (i) the Total Value of the Partnership as determined by a CPA firm multiplied by (ii) the Partner's then Percentage Share of Capital.

(c) Upon such event, the Partnership shall have the rights and duties and the Partners shall have the rights and duties to purchase the relevant Partner(s) in interests using the mechanics set forth in section 5.6.

Section 5.6 – Death, Dissolution, Withdrawal of a Partner

The death, dissolution, withdrawal, assignment for the benefit of creditors, retirement, adjudication or bankruptcy or legal incapacity of a Partner shall not dissolve or terminate the Partnership. Upon any such event the financial interest of such Partner and all rights and obligations under this Agreement shall descend to and invest in the heirs, legatees or legal representatives of such Partner.

**ARTICLE VI
LIQUIDATION OF PARTNERSHIP AND OF PARTNER'S INTERESTS**

Section 6.1 – Dissolution

The Partnership shall be dissolved on a unanimous vote of the Partners, for a breach of this Agreement by the Partnership, or by operation of law. A 30-day written notice of intention to dissolve the partnership shall be furnished to all the Partners. In the event that the Partnership shall hereafter be dissolved for any reason whatsoever, a full and general account of its assets, liabilities and transactions shall at once be taken. Such assets may be sold and turned into cash as soon as possible and all debts and other amounts due the Partnership collected. The proceeds thereof shall thereupon be applied as follows:

(a) To discharge the debts and liabilities of the Partnership and the expenses of liquidation.

(b) To pay each Partner or his legal representative any unpaid profits to which he shall then be entitled and in addition, to repay to any Partner his capital contributions in excess of his original capital contribution.

(c) To divide the surplus, if any, amount the Partners or their representatives as follows:

(i) First (to the extent of each Partner's then capital account) in proportion to their then capital accounts;

(ii) Then according to each Partner's then Percentage Share of Capital or income.

Section 6.2 – Special Allocations

(a) Upon liquidation of the Partnership (or any Partner's interest in the Partnership), liquidating distributions are required in all cases to be made in accordance with the positive capital account balances of the Partners, as determined after taking into account all capital account adjustments for the Partnership taxable year during which such liquidation occurs (other than those made pursuant to this requirement) by the end of such taxable year (or, if later, within 15 days after the date of such liquidation). If such Partner has deficit balance in his capital account following the liquidation of his interest in the Partnership, as determined after taking into account all capital account adjustments for the Partnership taxable year during which such liquidation occurs (other than those made pursuant to this requirement), he is unconditionally obligated to restore the amount of such deficit balance to the Partnership by the end of such year (or, if unless the Partnership Agreement requires that the Partners' capital accounts be adjusted in accordance with Reg. § 1.704-1(b)(2)(iv)(g) for allocations to them of depreciation, depletion,

amortization, and gain and loss, as computed for book purposes) with respect to such property.

(b) Such amount shall, upon liquidation of the Partnership, be paid to creditors of the Partnership or distributed to other Partners in accordance with their positive capital account balances.

Section 6.3 – Right to Demand Property

No Partner shall have the right to demand and receive property in kind for his distribution.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 – Year, Books, Statements

(a) The Partnership's fiscal year shall commence on the 1st day of January of each year and shall end on the 31st day of December each year. Full and accurate books of account shall be kept at such place as the Managing Partners may from time to time designate, showing the condition of the business and finances of the Partnership; and each Partner shall have access to such books of account and shall be entitled to examine them at any time during ordinary business hours. At the end of each year, the Managing Partners shall cause the Partnership's accountant to prepare a balance sheet setting forth the financial position of the Partnership as of the end of that year and a statement of operations (income and expenses) for that year. A copy of the balance sheet and statement of operations shall be delivered to each Partner as soon as it is available.

(b) Each Partner shall be deemed to have waived all objections to any transaction or other facts about the operation of the Partnership disclosed in such balance sheet and/or statement of operations unless he shall have notified the remaining Partners in writing of his objections within 15 days of the date on which such statement is mailed.

(c) The Partnership books shall be kept on the [*cash/accrual*] basis and in accordance with generally accepted accounting principles consistent with those employed for determining its income for Federal income tax purposes.

Section 7.2 – Conflicts of Interest

(a) Partners may engage in or possess interest in other business ventures of every kind and description for their own accounts. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in such independent business ventures or to the income or profits derived therefrom.

(b) Each Partner may have other interests and may engage in any business or trade, profession, or employment, whether such business, trade, profession, or employment is similar with the purpose of the Partnership, on his own account, or in Partnership with or as an employee of or as an officer, director or stockholder of any other person, Partnership or corporation, except that no Partner shall engage in such business, trade profession, or employment that is in direct competition with the purpose of the Partnership. Each Partner shall not be required to devote his entire time to the Partnership. No Partner shall be obligated to devote more time and attention to

the conduct of the Partnership than shall be required for the Partnership.

Section 7.3 – Use of Name

(a) The name of Academic Technology Innovations shall belong to and may be used by the Partnership and shall not be sold or disposed of so long as the Partnership shall continue in existence.

(b) In the event of the death, retirement, or withdrawal of any of the Partners during the term of their Partnership, the deceased, retiring or withdrawing Partner shall have no interest in the firm name and shall have no right to receive any payment therefor.

(c) Upon dissolution of the Partnership or the termination thereof, the Partnership name may be disposed of.

Section 7.4 – Execution in Counterpart

This Partnership Agreement may be executed in any number of counterparts, each of which shall be taken to be an original.

Section 7.5 – Indemnification

The Partnership shall indemnify any person who is made, or threatened to be made, a party to any action, suit or proceeding (whether civil, criminal, administrative or investigative) by reason of the fact that he, his testator or intestate is or was a manager, employee or agent of the Partnership or serves or served any other enterprise at the request of the Partnership to the full extent permitted by law.

Section 7.6 – Notice

Any and all notices provided for herein shall be given in writing by registered mail or certified mail, return receipt requested which shall be addressed to the last address known to the sender or delivered to the recipient in person.

Section 7.7 – Modifications

No modifications of this Agreement shall be valid unless such modification is in writing and signed by the parties hereto.

Section 7.8 – Opinion of Counsel

(a) The doing of any act or the failure to do any act by any Partner (the effect of which may cause or result in loss or damage to the Partnership) if pursuant to opinion of legal counsel employed by the Partners on behalf of the Partnership, shall not subject such Partner to any liability.

(b) The Partners shall not be liable for any error in judgment or any mistake of law or fact or any act done in good faith in the exercise of powers and authority conferred upon them, but shall be liable only for gross negligence or willful default.

Section 7.9 – Additional Instruments

This Agreement shall be binding upon the parties hereto and upon their heirs, executors,

administrators, successors or signs, and the parties hereto agree for themselves and their heirs, executors, administrators, successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Section 7.10 – Amendments

This Agreement may be altered at any time by the decision of Partners holding not less than two-thirds ($\frac{2}{3}$) of the then capital of the Partnership confirmed by an instrument in writing, which instrument the Partners hereby agree to execute.

Section 7.11 – Banking

The Partnership shall maintain a bank account or bank accounts in the Partnership's name in a national or state bank in the State of Tennessee. Checks and drafts shall be drawn on the Partnership's bank account for Partnership purposes only and shall be signed by the Managing Partners, or their designated agent.

Section 7.12 – Titles and Subtitles

Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Partnership Agreement.

Section 7.13 – Gender or Number

As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 7.14 – Severability

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

Section 7.15 – Effective Date

This Agreement shall be effective only upon execution by all of the proposed Partners.

Section 7.16 – Waiver

No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

Section 7.17 – Applicable Law

This Agreement shall be subject to and governed by the laws of the State of Tennessee, exclusive of that state's choice of law provisions.

Section 7.18 – Agreement Binding

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 7.19 – Dispute Resolution

Arbitration

(a) Except as expressly set forth below in Subsection 7.19(b), any claim or controversy whatsoever between or among any of the Partners and arising out of or relating to this Agreement, or the interpretation or enforcement hereof, or the conduct of the Partnership's business, shall be settled by binding arbitration as set forth below:

The parties to any such dispute shall select a member of the Knoxville Bar Association mutually agreeable to them who shall arbitrate such controversy in Knoxville, Tennessee and render a decision thereon in accordance with the Uniform Arbitration Act enacted in T.C.A. Section 29-5-301 et seq., as now in effect or hereafter amended. Such arbitrator's decision shall be final and binding on the parties. In the event that the parties are unable to agree upon the selection of an arbitrator, then any of such parties may petition the Chancery Court of Knox County, Tennessee to appoint an arbitrator to arbitrate such controversy in Knoxville, Tennessee and in accordance with this provision, pursuant to the terms of T.C.A. Section 29-5-304, as now in effect or hereinafter amended. In such event, the decision of the arbitrator so appointed shall be finding and binding on the parties.

(b) Notwithstanding the provisions of Section 7.19(a), the Partnership or any Partner shall be entitled to obtain (i) injunctive relief against threatened conduct that will cause the Partnership or such Partner loss or damage, (ii) injunctive relief against any threatened violation of any provision in the Partnership Agreement, and/or (iii) specific performance to enforce the provisions in the Partnership Agreement, in each case under the usual rules of law and equity, including without limitation the applicable rules for obtaining specific performance, restraining orders, and preliminary and permanent injunctions.

Section 7.20 – Litigation and Arbitration Costs

In the event of any litigation or arbitration between or among any parties hereto arising out of or relating to this Agreement, the interpretation or enforcement hereof, or the conduct of the Company's business, the judge or arbitrator may in his or her discretion require the nonprevailing party or parties to pay the litigation or arbitration expenses (including without limitation the reasonable attorneys fees) of the prevailing party or parties.

IN WITNESS WHEREOF, each of the undersigned, partners of the Academic Technology Innovations Partnership do hereby, as of the day and year below written, execute said Agreement.

PARTNERS

Matthew Arthur Bell, BSN, RN

Chayawat Indranoi, MIE

Xueping Li, Ph.D.

Tami Hodges Wyatt, Ph.D., RN, CNE

EXHIBIT A
PLAN OF CONVERSION

1. The Limited Liability Company

Prior to this conversion, Academic Technology Innovations, LLC (the “Company”) was a limited liability company duly organized, validly existing, and in good standing under the Tennessee Revised Limited Liability Company Act and the laws of the State of Tennessee. Company operated under Articles of Organization filed with the Tennessee Secretary of State on October 21, 2009 and an Operating Agreement effective September 29, 2009 (the “Operating Agreement”). The Tennessee Secretary of State's file number for Company is 615979.

2. The Conversion

The members of Company have converted Company to a general partnership (the “Conversion”) pursuant to this Plan of Conversion (the “Plan”) as authorized under the Tennessee Revised Limited Liability Company Act (the “Code”). The converted general partnership (the “Converted Entity”) is organized under the laws of the State of Tennessee, including the Tennessee Revised Uniform Partnership Act.

3. Name, Address and Registered Agent of Converted Entity

Converted Entity will operate under the name of Academic Technology Innovations. The office of the Converted Entity will be *[address]*. The registered agent for service of process on Converted Entity will be *[name]*, at *[address]*.

4. Terms of Conversion

In order to convert the Company into a general partnership, the members of the Company have each assigned and transferred their interests in the Company to the Converted Entity in exchange for an interest in the Converted Entity. Each member's total percentage interest in profits and losses and capital of the Converted Entity is the same as that member's total percentage interest in profits and losses and capital of the Company immediately prior to the Effective Date (as defined below).

5. Continuation of Business and Governing Documents

From and after the Effective Date (as defined below), the business of the Company will continue to be carried on by Converted Entity and all the rights and property of the Company will continue to be vested in the Converted Entity and all debts, liabilities, and obligations of the Company shall continue as debts, liabilities, and obligations of the Converted Entity. All holders of interests in Converted Entity are bound by the terms of the Partnership Agreement of Converted Entity.

6. Tax Consequences of Conversion

It is the desire and intent of the members of Company that the Conversion will be tax free to the members under § 721 of the Internal Revenue Code of 1986, as amended (the “IRC”), will not be considered a taxable sale or exchange under IRC § 708, and will not result in a termination of the Company for income tax purposes. All provisions of this Plan shall be

interpreted in a manner consistent with this intent.

7. Approval of Plan

The principal terms of this Plan have been approved by a vote of the members of the Company, which vote equaled or exceeded the vote required under the Code and the applicable provisions of the Operating Agreement.

8. Further Actions and Effective Date of Conversion

Company and Converted Entity have taken all such actions required to complete the Conversion, including the filing of the Certificate of Conversion (the “Conversion Certificate”) with the Tennessee Secretary of State as required under the Code and the execution of all documents necessary to dissolve the Company (including all required filings and notices with state and local authorities) and transfer the legal rights of the Company to Converted Entity. The Conversion became effective on the date that the Conversion Certificate was accepted for filing by the Tennessee Secretary of State (the “Effective Date”).