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Transactional Matter Files

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### APA - Purchase Price

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### **2.3 Purchase Price; Royalties.**

(a) At Closing, WKH will reimburse the Seller's development and operating costs related to the Acquired Assets that are listed on **Schedule 2.3(a)** and that are evidenced with appropriate support; such reimbursement not to exceed \$300,000.

(b) On January 31, 2011, WKH will pay iCare \$500,000 by bank wire transfer to an account specified in writing by Seller.

(c) Not later than April 1, 2012, WKH will pay iCare the 2011 iCare Royalty by bank wire transfer to an account specified in writing by Seller.

(d) Not later than February 15, 2013, WKH will pay iCare the Guarantee Amount by bank wire transfer to an account specified in writing by Seller. Not later than April 1, 2013, WKH will pay iCare the excess of the 2012 iCare Royalty over the Guarantee Amount, if any, by bank wire transfer to an account specified in writing by Seller.

(e) Not later than February 15, 2014, WKH will pay iCare the Guarantee Amount by bank wire transfer to an account specified in writing by Seller. Not later than April 1, 2014, WKH will pay iCare the excess of the 2013 iCare Royalty over the Guarantee Amount, if any, by bank wire transfer to an account specified in writing by Seller.

(f) Not later than February 15, 2015, WKH will pay iCare the Guarantee Amount by bank wire transfer to an account specified in writing by Seller. Not later than April 1, 2015, WKH will pay iCare the excess of the 2014 iCare Royalty over the Guarantee Amount, if any, by bank wire transfer to an account specified in writing by Seller.

(g) Not later than April 1, 2016, WKH will pay iCare the 2015 iCare Royalty by bank wire transfer to an account specified in writing by Seller.

(h) If iCare defaults in its obligations under the Master Consulting Agreement and the attached Statements of Work, the amounts otherwise due under **Sections 2.3(c)** through **(g)** above shall be reduced as provided in **Schedule 2.3(h)**.

(i) Pursuant to this Agreement, UT, its faculty and its nursing, other health care and veterinary students will be granted a royalty-free, non-transferrable license to use the then most recent iCare product. This usage grant is more particularly described in **Schedule 2.3(i)**.

(j) Buyer agrees that in the event of a Change of Control of WKH, the Guarantee Amounts due under **Sections 2.3(d)** through **(f)** above, to the extent not already paid, shall become immediately due and payable to the Seller.

### **2.4 Allocation of Purchase Price.**

(a) Within 90 days after the Closing Date, Buyer and Seller shall mutually agree on the allocation of the purchase price (including Assumed Liabilities) among the

assets of the Business according to their relative fair market values on the Closing Date, provided that the parties agree that Buyer's noncompetition rights shall be valued at \$25,000. Within such 90 days, Buyer shall prepare and deliver to Seller a proposed schedule (the "**Allocation Schedule**") setting forth such allocation among the Acquired Assets. The Allocation Schedule as it relates to the Business will be prepared in accordance with Section 1060 of the Code and the rules and regulations promulgated thereunder. If Seller reasonably disagrees with the allocation reflected in the Allocation Schedule delivered by Buyer, Seller and Buyer shall cooperate in good faith to resolve such dispute and will revise the Allocation Schedule to incorporate any changes agreed to by the Parties.

(b) Unless Buyer and Seller are unable to agree to an Allocation Schedule, Buyer and Seller agree to file all tax returns consistent with the Allocation Schedule (including Buyer's completion of Form 8594, and any other forms, statements, or returns required by the Code, the IRS, or any applicable state or local taxing authority). If Buyer and Seller are unable to agree on an Allocation Schedule within 180 days after the Closing Date, each party will use its own allocation schedule consistent with its own allocation of the purchase price.

(c) Buyer and Seller agree to promptly provide the other party with any additional information and reasonable assistance required to complete all forms or compute taxes arising in connection with (or otherwise affected by) the transactions contemplated hereunder.

### **ARTICLE III - CLOSING**

#### **3.1 Closing.**

The closing of the transactions contemplated hereby (the "**Closing**") shall be effectuated by electronic exchange of documents, with copies of original, executed documents subsequently exchanged at the convenience of the parties promptly after the Closing. The Closing may take place at the offices of Goldberg Kohn Ltd., 55 East Monroe, Suite 3300, Chicago, Illinois 60603 (or at such other place as Buyer and Seller may designate in writing) concurrent with the execution of this Agreement or at such other time and place as the parties mutually agree. The date on which the Closing shall occur is referred to in this Agreement as the "**Closing Date**." The Closing will be effective for all purposes at 12:01 a.m. (Central time) on the Closing Date.

### **ARTICLE IV- REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Buyer, as of the date hereof, that the following statements are true and correct. The Schedules have been arranged in sections that correspond to the sections contained in this **Article IV**.

#### **4.1 Organization and Good Standing of Seller.**