

ASSET PURCHASE AGREEMENT
(Investment Assets)

This Asset Purchase Agreement ("Agreement") is entered into, effective as of _____, 20____ ("Effective Date"), by and between _____, a _____, or nominee ("Buyer"), and Brian D. Shapiro the duly appointed Chapter 7 Trustee ("Trustee") of the bankruptcy estate of Quertle, Inc. ("Debtor"). All references herein refer to the Trustee in his official capacity as the representative, pursuant to section 323 of the Bankruptcy Code (11 U.S.C. § 101 et seq.), of the Debtor's bankruptcy estate as established under Bankruptcy Code section 541. Buyer and Trustee may hereinafter be referred to collectively as the "Parties."

P R E A M B L E

A. The principals of the debtor, Jeffrey D. Saffer and Vicki L. Burnett, both biomedical professionals, developed Qinsight, a cutting edge advanced biomedical search engine. Qinsight uses multiple artificial intelligence layers to support plain English queries in finding relevant documents and identify concepts in biomedical literature that specifically relate to the user's search. Chief among the Quertle intellectual property assets is the Qinsight software code and the ontology and entity dictionary. Quertle also owns registered and unregistered trademarks and website domain names.

B. On or about April 24, 2022, after the Board of Directors approved the filing, the Debtor, filed a voluntary petition for relief under Chapter 7 of Title 11 of the United States Code ("Bankruptcy Code") in the United States Bankruptcy Court, District of Nevada ("Bankruptcy Court"), Case No. BK-S-22-11421-MKN. On the same date, Brian D. Shapiro, was duly appointed and is currently acting as the Chapter 7 Trustee of Debtor's bankruptcy estate

C. Trustee was duly appointed Chapter 7 trustee on April 24, 2022, and as a result of such appointment, has control of and authority to act on behalf of and dispose of all of the property of the bankruptcy estate of the Debtor, subject to approval by and order of the Bankruptcy Court.

D. On November 2, 2022, Trustee filed a motion with the Bankruptcy Court seeking approval of certain procedures for the marketing, auction, and sale of the Sale Assets. In particular, Trustee sought approval to retain Braun Corporation ("Braun") to market the Sale Assets. At a hearing on November 30, 2022, the Bankruptcy Court approved the employment of Braun and its procedures, and acknowledged, as addressed in the motion, that the ordered procedure would result in the identification of the highest and best bid for the Sale Assets. That bid is reflected in this Agreement and will receive final approval of the Bankruptcy Court. Following such approval, at the Closing (as defined below), Trustee will convey to Buyer all of the Debtor's estate's right, title, and interest in the Sale Assets.

E. Pursuant to the procedures approved by the Bankruptcy Court, Trustee has identified Buyer's bid as the highest and best bid for the Sale Assets (the "Winning Bid Amount"), and in advance of filing a declaration to request that the Bankruptcy Court enter a Sale Approval Order (as defined below), Buyer and Trustee desire to enter into this Agreement to set forth the precise terms and conditions of the sale of the Sale Assets.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, agreements, and representations contained herein, the Parties agree as follows:

ARTICLE 1 **PURCHASE AND SALE OF THE SALE ASSETS**

1.1 Purchase and Sale of the Sale Assets. Following execution of this Agreement, and on the terms and subject to the conditions contained herein, Buyer shall purchase and acquire from Trustee, and Trustee shall sell, transfer, and convey to Buyer, all of the Debtor's estate's right, title, and interest in and to the Sale Assets.

1.2 Purchase Price. The purchase price ("Purchase Price") for the Sale Assets shall be _____ Dollars (\$ _____), which consists of the Winning Bid, payable as follows:

(a) Deposit. Prior to entering into the Braun bidding process, Buyer deposited with Trustee Cash Equivalent in the amount of Five Thousand Dollars (\$25,000.00) ("Deposit"). Upon execution of this Agreement, the Deposit is non-refundable, except in the event that the Bankruptcy Court issues an order providing otherwise. At the Closing, the Deposit shall be applied and credited toward payment of the Purchase Price.

(b) Balance of the Purchase Price. Prior to or upon execution of this Agreement, Buyer shall deposit with Trustee Cash Equivalent in the amount of the balance of the Purchase Price. At the Closing, that balance shall be applied and credited toward payment of the Purchase Price.

1.3 Instruments of Transfer. The sale, assignment, transfer, conveyance, and delivery of the Sale Assets to Buyer shall be made by assignment, in the form attached hereto as Exhibit "B," and such other instruments as may reasonably be necessary to convey good title to Buyer.

REPRESENTATIONS AND WARRANTIES OF TRUSTEE

1.4 Trustee Representations. Trustee hereby represents and warrants to Buyer that the following statements are true, correct, complete, and not misleading as of the Effective Date of this Agreement:

(a) Authorization. Subject to Bankruptcy Court approval, Trustee has the requisite power and authority to execute and deliver this Agreement and each Ancillary Agreement to which he is a party, and to consummate the transactions contemplated hereby, and to perform his obligations hereunder. Subject to Bankruptcy Court approval, Trustee has the full legal right and capacity to execute and deliver this Agreement and each Ancillary Agreement on behalf of Debtor, and to cause consummation of the transactions contemplated hereby.

(b) Due Execution and Delivery. This Agreement and each of the Ancillary Agreements have been duly executed and delivered by Trustee, subject to Bankruptcy Court approval.

(c) Consents and Approvals. The sale of the Sale Assets contemplated under this Agreement is to be made with the approval of the Bankruptcy Court, free and clear of all liens, claims, and interests. No consent, approval, or authorization of any governmental or regulatory authority, or any other Person or entity, will be sought other than approval by the Bankruptcy Court.

1.5 Full Disclosure. All representations, warranties, and other statements of Trustee contained in this Agreement, any Ancillary Agreement, or any other document, certificate, or written statement furnished to Buyer by Trustee, in connection with the transactions contemplated by this Agreement, are based on the best knowledge of Trustee, without a duty to investigate beyond the normal investigation of a Chapter 7 trustee.

1.6 Sale "As Is; Where Is". Trustee specifically disclaims (and Buyer expressly agrees that Trustee is not making or giving) any covenant, undertaking, representation, or warranty, express or implied, in connection with the Sale Assets, or the ownership, condition, quality, suitability, value, enforceability, or merchantability of the Debtor's estate's interest in the Sale Assets or any property owned by any of the Sale Assets.

BUYER ACKNOWLEDGES AND AGREES THAT: (A) THE SALE OF THE DEBTOR ESTATE'S INTEREST IN THE SALE ASSETS TO BUYER IS ON AN "AS IS, WHERE IS" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY AS TO OWNERSHIP, CONDITION, QUALITY, SUITABILITY, ENFORCEABILITY, OR MERCHANTABILITY; (B) TRUSTEE MAKES NO REPRESENTATIONS AS TO THE VALUE, IF ANY, OF THE DEBTOR'S ESTATE'S INTEREST IN THE SALE ASSETS; (C) THE SOLE REPRESENTATIONS AND WARRANTIES OF TRUSTEE REGARDING THE DEBTOR'S ESTATE'S INTEREST IN THE SALE ASSETS ARE THOSE SPECIFICALLY PROVIDED IN WRITING IN THIS ARTICLE 2 OF THIS AGREEMENT AND NO OTHER REPRESENTATIONS OR WARRANTIES ARE TO BE IMPLIED OR INFERRED.

TRUSTEE'S INITIALS

BUYER'S INITIALS

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF BUYER

2.1 Buyer Representations. Buyer hereby represents and warrants to Trustee that the following statements are true, correct, complete, and not misleading as of the Effective Date of this Agreement:

(a) Organization. Buyer is a _____, duly organized, validly existing, and in good standing under the laws of the State of _____.

(b) Authorization. Buyer has the requisite power and authority to execute and deliver this Agreement and any Ancillary Agreement to which it is a party, and to consummate the transactions contemplated hereby and thereby, and to perform obligations hereunder. All actions and proceedings on the part of Buyer necessary to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly taken.

(c) Due Execution and Delivery; Binding Obligations. This Agreement has been duly executed and delivered by Buyer. This Agreement constitutes the legal, valid, and binding agreement and obligation of Buyer enforceable against Buyer in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or conveyance, or similar laws relating to or limiting creditors' rights generally, or by equitable principles relating to enforceability, and except as rights of indemnity or contribution may be limited by federal or state securities or other laws or the public policy underlying such laws.

(d) No Conflict or Violation. Neither the execution and delivery of this Agreement, nor Buyer's consummation of the transactions contemplated hereby, will result in a violation by Buyer of any contract, laws, order, judgment, writ, injunction, decree, or award to which Buyer is a party or by which Buyer or Buyer's assets are bound.

(e) Independent Investigation; "As Is" Purchase. Buyer expressly acknowledges: (i) that Trustee is not an owner of the Sale Assets, (ii) that Buyer has completed its due diligence concerning the Sale Assets; (iii) that any information provided by Trustee to Buyer concerning the Sale Assets, whether oral or written, was furnished to Buyer solely as a courtesy and obtained from third party sources, (iv) that Trustee has neither verified the accuracy of the information nor the qualifications of the persons preparing such information, and (v) that neither Trustee nor his agents can be responsible or liable for such information. Buyer further acknowledges and declares that it is buying the Sale Assets upon its own examination and judgment, and not by reason of any representation or warranty made by Trustee or his agents as to the Sale Assets' condition, including, without limitation, present or future value; suitability of the Sale Assets for Buyer's intended uses; or the future or anticipated income or production therefrom.

(f) No Warranty. Upon Closing (as defined below), and except as expressly provided herein, Buyer further accepts the Sale Assets in an "AS IS," "WHERE-IS," and "WITH ALL FAULTS" condition. Buyer accepts and agrees to bear all risks with respect to all attributes and conditions of the Sale Assets. Buyer expressly acknowledges that, except as otherwise specified herein, Trustee makes no warranty or representation, express or implied or arising by operation of law, including, but not limited to, income to be derived or expenses to be incurred in connection with the Sale Assets, the value of the Sale Assets (or any portion thereof), the merchantability or fitness of the personal or real property owned by the Sale Assets or any portion of the Sale Assets for any particular purpose, or any other matter or thing relating to the Sale Assets or any portion thereof.

ARTICLE 3 **TRUSTEE'S OBLIGATIONS BEFORE CLOSING**

Trustee covenants that from the Effective Date of this Agreement to the Closing Date (as defined below):

3.1 Bankruptcy Court Approval. Trustee agrees to cooperate with Buyer to obtain the Sale Approval Order approving the transactions contemplated by this Agreement, as provided in Section 6.3 below.

3.2 Fulfillment of Conditions and Covenants. Trustee shall not take any course of action inconsistent with satisfaction of the requirements or conditions applicable to Trustee set

forth in this Agreement. Trustee shall promptly do all acts and take all appropriate measures to enable him to perform the obligations to be performed by Trustee under this Agreement.

ARTICLE 4 **BUYER'S OBLIGATIONS BEFORE CLOSING**

Buyer covenants that from the Effective Date of this Agreement to the Closing Date:

4.1 Bankruptcy Court Approval. Buyer agrees to cooperate with Trustee to obtain the Bankruptcy Court's approval of the transactions contemplated by this Agreement, as provided in Section 6.3 of this Agreement.

4.2 Fulfillment of Conditions and Covenants. Buyer shall not take any course of action inconsistent with the satisfaction of the requirements or conditions applicable to it as set forth in this Agreement. Buyer shall promptly do all acts and take all measures as may be appropriate to enable it to perform as expeditiously as possible the obligations herein provided.

4.3 Failure to Close. In the event that Buyer fails to perform its obligations at the Closing, including, but not limited to, its obligations under Section 7.3 herein, Trustee shall continue to hold the Deposit, and any payment of the balance of the Purchase Price in its possession, pending an order of the Bankruptcy Court regarding those funds.

ARTICLE 5 **CONDITIONS TO OBLIGATIONS OF PARTIES**

The obligations of Buyer and Trustee, respectively, to perform their obligations under this Agreement are subject to the satisfaction, on or before the Closing Date, of each of the following conditions, unless waived in writing by all the Parties:

5.1 Accuracy of Representations and Warranties. All representations and warranties of Trustee and Buyer, respectively, shall be true, correct, and complete in all material respects when made, and on and as of the Closing Date as though made on and as of the Closing Date.

5.2 Performance of Covenants. All covenants, agreements, and obligations required by the terms of this Agreement to be performed, satisfied, or complied with by Trustee at or before the Closing Date shall have been duly and properly performed in all material respects, including, without limitation, the deliveries set forth in Section 7.2, unless waived in writing by Buyer. All covenants, agreements, and obligations required by the terms of this Agreement to be performed, satisfied, or complied with by Buyer at or before the Closing Date shall have been duly and properly performed in all material respects, including, without limitation, the deliveries set forth in Section 7.3, unless waived in writing by Trustee.

5.3 Bankruptcy Court Approval. Trustee's obligation to sell and Buyer's right to buy is conditioned on the approval of the Bankruptcy Court of the transaction contemplated by this Agreement.

(a) Declaration of Trustee. Following the selection of Buyer as the winning bidder and execution of this Agreement, Trustee shall file a declaration with the Bankruptcy Court that describes the procedures followed and the terms of this transaction, attaches a copy of this Agreement executed by the Parties, and requests that the Court enter an order approving the sale of the Sale Assets pursuant to the terms of this Agreement (the "Sale Approval Order").

(b) Sale Approval Order; Contents. The Sale Approval Order shall further find and order that: (i) Trustee has conducted the sale of the Sale Assets in accordance with procedures approved by the Bankruptcy Court; (ii) this Agreement was entered into by Trustee and Buyer without collusion, in good faith, and from arm's length bargaining positions; (iii) by entering into this Agreement, and by closing the sale of the Sale Assets, Buyer is not acquiring or assuming any of Debtor's or any other person's liabilities; (iv) Trustee has given adequate notice of the proposed bankruptcy sale of the Sale Assets, of the description of the Sale Assets and the principal terms of the sale; (v) the Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach thereof; (vi) that the sale terms are fair and reasonable, and that Debtor shall have effectively consented to this Agreement and the contemplated transaction; and (vii) Buyer shall acquire the Sale Assets on an "as is, where is, with all faults" basis, free and clear of all liens, claims, and other interests therein at the Closing, with all such liens, claims, and other interests to attach to the net proceeds of the sale of the Sale Assets.

(c) Additional Hearing, if Necessary. If no party files and serves an objection to the entry of the Sale Approval Order within fourteen (14) days from the date of filing of Trustee's declaration, then the Bankruptcy Court may enter the Sale Approval Order without further hearing. If an objection is timely filed, then the Bankruptcy Court may rule on the objection without further hearing, or set the matter for further hearing.

(d) Trustee's Acceptance. Trustee shall not be deemed to have accepted any bid unless and until such bid and Trustee's acceptance thereof have been authorized and approved pursuant to the Sale Approval Order entered by the Bankruptcy Court.

ARTICLE 6 **THE CLOSING**

6.1 Closing. Subject to the satisfaction of the conditions contained in this Agreement, including, without limitation, those set forth in Article 6, the closing for the sale of the Sale Assets ("Closing") shall take place no later than fifteen (15) days following the entry of the Sale Approval Order and the effectiveness of such order has not been stayed by a court of competent jurisdiction ("Closing Deadline"). The date on which the Closing actually occurs is herein referred to as the "Closing Date." If Trustee cannot close on or before the Closing Deadline because of a failure to satisfy the conditions set forth in Article 6, it will nevertheless close the same when all conditions (except as to time) have been met.

6.2 Deliveries by Trustee. At the Closing, Trustee shall deliver or cause to be delivered to Buyer, the following:

(a) Assignment. An Assignment, in the form attached hereto as Exhibit "B";
and

(b) Other Documents. Such other fully executed assignments, certificates of title, and any and all other instruments of conveyance and transfer, as required, in order to effectively convey and transfer the Sale Assets to Buyer.

6.3 Deliveries by Buyer. At the Closing, Buyer shall deliver or cause to be delivered to Trustee any other documents or instruments reasonably required to close the transaction contemplated hereby, delivered at least one (1) business day prior to the Closing Date.

ARTICLE 7

TERMINATION OF AGREEMENT

7.1 Termination of this Agreement. The transactions contemplated by this Agreement may, in the discretion of Trustee or Buyer, as applicable, be terminated and/or abandoned at any time prior to the Closing only as follows: (a) by stipulation of Trustee and Buyer, approved by the Bankruptcy Court; or (b) by Trustee if (i) the Closing shall not have occurred within fifteen (15) days of entry of the Sale Approval Order, or (ii) any court of competent jurisdiction or other governmental body shall have issued an order, decree, or ruling, or taken any other action restraining, enjoining, or otherwise prohibiting the transaction contemplated by this Agreement, and such order, decree, ruling, or other action shall have become final and non-appealable.

ARTICLE 8 INDEMNIFICATION AND OTHER POST CLOSING MATTERS

8.1 Indemnification by Buyer. Effective as of the Closing, Buyer agrees to indemnify Trustee, and any of its affiliates and representatives (collectively, the "Trustee Indemnified Parties"), and to hold Trustee Indemnified Parties harmless from all losses, damages, costs, and expenses, including, without limitation, legal fees and disbursements (but net of any insurance coverage available to Trustee), incurred by Trustee with respect to any events relating to the Sale Assets and first occurring after the Closing.

8.2 Survival of Representations and Warranties. None of the representations and warranties made by Trustee in this Agreement or any liability therefor shall survive the Closing. All of the agreements, representations, warranties, indemnifications, and acknowledgements of Buyer, and all covenants to be performed after Closing by Buyer, shall survive the Closing, without limitation.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 Entire Agreement. This Agreement (including any exhibits or schedules hereto) and each Ancillary Agreement constitute the entire agreement of the Parties, superseding and extinguishing all prior agreements and understandings, representations, and warranties relating to the subject matter hereof.

9.2 Expenses. Each party to this Agreement shall pay all costs and expenses incurred by it in negotiating, preparing, executing, and delivering this Agreement and any Ancillary Agreement and the transactions contemplated hereby.

9.3 Governing Law. The validity, construction, and performance of this Agreement, and any Action arising out of or relating to this Agreement or any of the Ancillary Agreements, shall be governed by the laws of the State of Nevada.

9.4 Consent to Jurisdiction and Venue. **EACH OF THE PARTIES HERETO HEREBY CONSENTS AND AGREES THAT ALL ACTIONS, SUITS, OR OTHER PROCEEDINGS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY ANCILLARY AGREEMENT SHALL BE TRIED AND LITIGATED IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA, OR IF SUCH COURT NO LONGER HAS JURISDICTION OR VENUE, THEN IN ANY STATE OR FEDERAL COURT**

LOCATED IN THE COUNTY OF CLARK, STATE OF NEVADA, WHICH COURT SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY AND ALL CLAIMS, CONTROVERSIES, AND DISPUTES ARISING OUT OF THIS AGREEMENT OR ANY ANCILLARY AGREEMENT OR ANY OTHER MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ANCILLARY AGREEMENT.

9.5 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR OTHER PROCEEDING UNDER THIS AGREEMENT OR ANY ANCILLARY AGREEMENT OR ANY CLAIM, CONTROVERSY, OR DISPUTE ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED HEREBY OR BY ANY ANCILLARY AGREEMENT, REGARDLESS OF WHICH PARTY INITIATES SUCH ACTION OR ACTIONS.

9.6 Damages. BUYER AND TRUSTEE ACKNOWLEDGE THE IMPRACTICALITY AND EXTREME DIFFICULTY OF FIXING THE ACTUAL DAMAGES TRUSTEE WOULD SUSTAIN AS A RESULT OF THE BREACH OF BUYER'S OBLIGATION TO COMPLETE THE PURCHASE OF THE DEBTOR'S ESTATE'S INTEREST, AND THAT, UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, IN THE EVENT OF BUYER'S FAILURE TO COMPLETE THE PURCHASE, TRUSTEE WILL HOLD ALL FUNDS COLLECTED PENDING ORDER OF THE BANKRUPTCY COURT, AS PROVIDED FOR IN SECTION 5.3. HOWEVER, THIS SECTION SHALL NOT LIMIT TRUSTEE'S RIGHTS UNDER THE INDEMNITY OBLIGATIONS OR ATTORNEY'S FEES PROVISIONS OF THIS AGREEMENT. BY INITIALING THE SPACES WHICH FOLLOW, BUYER AND TRUSTEE SPECIFICALLY AND EXPRESSLY AGREE TO ABIDE BY THE TERMS AND PROVISIONS OF THIS PARAGRAPH.

TRUSTEE'S INITIALS

BUYER'S INITIALS

9.7 Interpretation. The language in all parts of this Agreement and each of the other Ancillary Agreements shall be in all cases construed simply according to its fair meaning and not strictly for or against any party. Whenever the context requires, all words used in the singular will be construed to have been used in the plural and vice versa. The captions of the Sections and Subsections of this Agreement are for convenience only and shall not affect the construction or interpretation of any of the provisions of this Agreement.

9.8 Waiver and Amendment. This Agreement may be amended, supplemented, modified, and/or rescinded only through an express written instrument signed by all parties or their respective successors and permitted assigns. Any party may specifically and expressly waive in writing any portion of this Agreement or any breach hereof, but only to the extent such provision is for the benefit of the waiving party, and no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. The consent by one party to any act for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

9.9 Assignment. Buyer may freely assign its rights under this Agreement without consent from Trustee. In order for any permitted assignment to be valid: (a) it must be in writing, (b) the assignee must agree in writing to assume all of the obligations of Buyer

hereunder, (c) it must include all of the assignor's rights and obligations under this Agreement, and (d) a copy of the written assignment and assumption must be delivered to Trustee. Any attempted assignment in violation of the foregoing shall be void and shall constitute a material breach of this Agreement.

9.10 Successors and Assigns. Each of the terms, provisions, and obligations of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

9.11 Notices. All notices and other communications under this Agreement ("Notice") shall be in writing and shall be deemed given: (1) when personally delivered; or (2) two (2) business days after being deposited in the United States mail, postage prepaid, certified or registered; or (3) the next business day after being deposited with a recognized overnight mail or courier delivery service; or (4) when transmitted by facsimile or telecopy transmission, with receipt acknowledgment upon transmission, addressed as follows:

Buyer: _____

Trustee: Brian D. Shapiro, Trustee
510 S. 8th St.
Las Vegas, NV 89101
mail@brianshapiro.com

Copy to: James P. Hill, Esq.
Sullivan, Hill, Rez & Engel APLC
600 B St. 17th Floor
San Diego, CA 92101
hill@sullivanhill.com

Notice of change of address will be given by written notice in the same manner set forth in this paragraph.

9.12 Severability. Should any provision of this Agreement or the application thereof be judicially declared to be or becomes illegal, invalid, unenforceable, or void, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The Parties further agree to replace such illegal, void, or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of such illegal, void, or unenforceable provision.

9.13 Warranty of Authority. Each of the individuals signing this Agreement on behalf of a party hereto warrants and represents that such individual is duly authorized and empowered to enter into this Agreement and bind such party hereto.

9.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

9.15 Descriptive Headings. The descriptive headings of the several paragraphs of this Agreement are for convenience of reference only and do not constitute a part of this Agreement and are not to be considered in construing or interpreting this Agreement.

ARTICLE 10 **EFFECTIVENESS AND DEFINITIONS**

10.1 Effect of Agreement. This Agreement shall be fully effective and shall have full force and effect immediately upon signing by the Parties, subject and conditioned only upon its approval by the Bankruptcy Court and entry of the Sale Approval Order as set forth above. If the Sale Approval Order is not entered, then this Agreement shall have no force or effect and no party shall have any obligation or liability hereunder.

10.2 Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings:

"Action" shall mean any action, claim, suit, litigation, proceeding, arbitration, mediation, or other dispute.

"Affiliate" of any Person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such first Person.

"Ancillary Agreement" shall mean each other agreement executed in connection with this Agreement.

"Cash Equivalent" means a wire transfer of funds or a cashier's check drawn on a state or national bank with the issuing office located in Clark County, Nevada.

"Knowledge" or similar terms as used herein shall mean, with respect to Trustee or Buyer, that nothing has come to the attention of Trustee that gives such person actual knowledge of the existence or absence of any material information bearing on the matter.

"Person" shall mean an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

"Representatives" shall mean any officer, manager, director, principal, member, stockholder, partner (including any general or limited partners), attorney, accountant, advisor, agent, employee, trustee, or other representative of a party hereto.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized agents, as of the date first above stated.

BUYER:

TRUSTEE:

A _____

By: _____
Name: _____
Its: _____

Name: Brian D. Shapiro
Title: Duly Appointed Chapter 7 Trustee of
the Bankruptcy Estate of Quertle, Inc.,
Case No. BK-S-22-11421-MKN

[Signature Page to Asset Purchase Agreement]

Exhibit "A"

DESCRIPTION OF SALE ASSETS

Sale Assets: Qinsight, an advanced biomedical search engine; software codes; an ontology and entity dictionary; registered and unregistered trademarks; and website domain names.

Exhibit "B"

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, Brian D. Shapiro., the duly appointed Chapter 7 Trustee of the bankruptcy estate of Quertle, Inc. ("Seller"), hereby sells, assigns, transfers, conveys, delivers, and confirms unto _____ ("Buyer"), all of Seller's right, title, and interest in the assets transferred to Buyer pursuant to that certain Asset Purchase Agreement, dated _____, 20__ (the "Agreement"), by and between Seller and Buyer, which assets are the bankruptcy estate's interest in the investment entities referred to in the Agreement. Terms not otherwise defined in this Assignment shall have the same meaning set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed on _____, 20__.

SELLER:

Brian D. Shapiro., the Duly Appointed Chapter 7
Trustee of the Bankruptcy Estate of Quertle, Inc.

BUYER:

_____,
a _____

By: _____
