

# Edge Health Solutions, Inc. in Bankruptcy

## Sales Information Package

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# Assets for Sale

## EDGE HEALTH SOLUTIONS, INC.

**Campbell, Saunders Ltd.** in its capacity as Trustee of **Edge Health Solutions, Inc.** (the “Company”) is seeking offers for the purchase of its right, title and interest in and to the assets of the Company.

**Assets include the following:**

- Computer Equipment & Furniture
- Intellectual Property
- Customer List

**Background**

The Company has been operating since 2001 and is a Canadian software development company responsible for the development of one of today's most innovative medical and dental practice management solutions exclusively for the Apple Mac® platform. The Company developed the world's first truly integrated tablet Mac solution with its Edge Clinical ChartBook™, a pen based clinical charting and patient education solution available for both its edgeMD™ (medical) and edgeDMS™ (dental) software offerings.

The Company’s product is now available in the Apple App Store.

For a more detailed description of the Company and its innovative products, please see its website: [www.edgehealthsolutions.com](http://www.edgehealthsolutions.com).

Further financial and other information is available to qualified parties upon the execution of a Confidentiality Agreement. Please contact:

**Randy Mand**

Tel: (604) 915-5552

Fax: (604) 915-5560

Email: [rmand@cspan.com](mailto:rmand@cspan.com)

## ***DISCLAIMER***

Edge Health Solutions, Inc. (the “Company”) made an assignment into bankruptcy on August 16, 2011, and Campbell, Saunders Ltd. (“CSL”) was appointed Trustee of the bankrupt estate.

CSL in its capacity as Trustee is soliciting offers for its right, title and interest in and to the assets of the Company described in Schedules “A” to “C” attached hereto.

This Sales Information Package is not intended for general circulation or publication, nor is it to be reproduced or used for any purpose other than that outlined herein. CSL does not assume responsibility or liability for losses occasioned to any parties as a result of the circulation, publication, reproduction or use of this Sales Information Package or its contents contrary to the terms upon which this information is provided.

The information provided herein has been obtained from the records of the Company and other third party information. We advise that CSL has not performed any audit functions with regard to the information provided herein.

The assets of the Company are described in Schedules “A” to “C” attached hereto and are being offered for sale on an “as is, where is” basis. CSL makes no warranty or representation, either expressed or implied, with respect to the asset description, condition, size, quantity or value.

**Edge Health Solutions, Inc.  
in Bankruptcy**

**TERMS AND CONDITIONS OF SALE**

1. The vendor is Campbell, Saunders Ltd. (“CSL”) in its capacity as Trustee of Edge Health Solutions Inc. (the “Company”), which is soliciting offers for the assets of the Company described in Schedules “A” to “C” attached hereto.
2. The assets being offered for sale, pursuant to these Terms and Conditions of Sale, are described in:

Schedule “A”	Computer Equipment & Furniture
Schedule “B”	Intellectual Property
Schedule “C”	Customer List
3. Any supplementary information provided, has been prepared solely for the convenience of prospective purchasers and is not warranted to be complete, accurate or reliable and does not form part of these Terms and Conditions of Sale.
4. Each offer shall be in writing.
5. Offers for the purchase of the assets “en bloc” are preferred, however, **all offers should include separate and distinct values attributed to Schedules “A” to “C” and be executed on the attached Schedule “D” – Offer to Purchase Form.** Offers must be sealed and marked “Offer – Edge Health Solutions Inc.” and be delivered or mailed postage prepaid to Campbell, Saunders Ltd., #1000 – 570 Granville Street, Vancouver, B.C., V6C 3P1, Attention: Mr. Randy Mand, and must be received before **12:00 p.m. (Noon) P.S.T. on the 31<sup>st</sup> day of August 2011.**
6. Each offer submitted must be accompanied by a certified cheque, bank draft or money order payable to “Campbell, Saunders Ltd. – In Trust”, for an amount equal to **15% of the total offered price or by other means as mutually agreed to by the vendor and the purchaser.** If an offer is accepted the certified cheque, bank draft or money order shall be deemed a cash deposit and the successful offerors shall pay the balance of the purchase price to the vendor at the time and on the terms and conditions set out herein.
7. In consideration of CSL making available to offerors these Terms and Conditions of Sale, other information and the opportunity of inspection, and/or in consideration of the Trustee receiving offers, each offeror agrees that its offer is irrevocable and cannot be retracted, withdrawn, varied or countermanded prior to acceptance or rejection thereof.

8. Certified cheques, bank drafts or money orders accompanying offers that are not accepted by the vendor will be returned to the offeror, without interest, at the address given in the offer by the **7<sup>th</sup> day of September 2011** or will be available for pick-up by the offeror if requested.
9. The highest or any offer will not necessarily be accepted.
10. The vendor reserves the right to sell any or all of the assets listed in Schedules "A" to "C" at any time prior to the closing date for offers, being **12:00 p.m. (Noon) PST on the 31<sup>st</sup> day of August 2011**.
11. Offers will be received on the basis that the offeror has inspected the assets offered for sale and has relied entirely upon its inspection and investigation, and that there is no warranty, or representation, either expressed or implied, with respect to the assets or the title, description, fitness for purpose, quantity, merchantability or quality, as to all of which the purchaser shall be deemed to have satisfied itself, or in respect of any matter or thing whatsoever. The assets are being sold on an "as is, where is" basis with no representations or guarantees, expressed or implied.
12. If the vendor accepts any offer, then such acceptance shall be communicated to the successful offeror by the **2<sup>nd</sup> day of September 2011**. Such notice may be by telephone, facsimile transmission or delivery to the address set forth in the offer. Any notice given otherwise than by registered mail or delivery may be confirmed by registered mail or delivery. Notice of acceptance shall be deemed effectively given when so delivered, telephoned or sent by facsimile transmission or other means of recorded telecommunication or on the date of deposit in a post office if mailed by registered mail, as the case may be. Upon such acceptance, there shall be an Agreement of Purchase and Sale between the vendor and the offeror as purchaser on the terms contained herein. The offer, these Terms and Conditions of Sale and acceptance shall be sufficient evidence of an Agreement of Purchase and Sale.
13. The balance of the purchase price shall be paid to the vendor by certified cheque, bank draft, money order or by other means as mutually agreed to by the vendor and the purchaser on the closing date, which shall be the **7<sup>th</sup> day of September 2011** (the "Closing Date"). The Closing Date shall be subject to adjustment only at the mutual consent of the vendor and the purchaser.
14. On the Closing Date and on completion of the Agreement of Purchase and Sale, the purchaser or its agents shall be entitled to such deeds, deeds of conveyance and transfer, bills of sale or assignments as may be reasonably necessary by the vendor to convey to the purchaser, or its assigns, the interest of the vendor in the assets being sold, provided such are required.
15. In the event the vendor is unable to comply with its undertakings in paragraph 14 in connection with one or more of the assets, the Agreement of Purchase and Sale for that particular asset(s) shall be terminated and neither party shall have any claim against the

other for damage or compensation or otherwise. However, the purchaser shall be entitled to the return of any monies paid on account of the purchase price as it relates to the asset(s) in question.

16. In addition to the balance of the purchase price for the assets being purchased, the purchaser shall pay to the vendor on the Closing Date all applicable federal, provincial and other taxes, unless all necessary certificates to exempt the purchaser therefrom are provided to the vendor on or before the closing date.

The vendor shall remain in possession of the assets until the Closing Date and completion of the Agreement of Purchase and Sale. Title to the assets shall not pass to the purchaser, nor shall the purchaser be entitled to possession of it, until the purchase price and all other payments to be made by the purchaser pursuant to the Agreement of Purchase and Sale have been paid in full. The purchaser must remove the assets from wherever situated **by the 9<sup>th</sup> day of September 2011**, unless the purchaser has made arrangements with the Trustee and/or the landlord, if applicable, to remain on the premises after that date.

17. The successful offeror shall examine title to the assets at its own expense and offerors are not to call for the production of any title, deeds, abstract of title, surveys, proof or evidence of title or to have furnished any copies thereof, other than those in the possession of the vendor or under its control.
18. There are no warranties as to title or encroachments whatsoever.
19. If an offeror purports to retract, withdraw, vary or countermand its offer or purports in its offer to limit or vary the time in which the vendor may accept or reject such offer pursuant to these Terms and Conditions of Sale, or a purchaser fails to comply with any of the terms of the Agreement of Purchase and Sale or if the purchaser fails to complete, the deposits and all other payments made by the offeror or the purchaser to the vendor shall be forfeited to the vendor on account of liquidated damages, as a genuine pre-estimate of such damages, and the assets affected thereby may be sold or resold by the vendor in such manner and on such terms and conditions as the vendor at its sole discretion determines, and the deficiency, if any, of such sale or resale, together with all costs, damages and expenses attending the same, or occasioned by the defaulting offeror or purchaser, shall be paid by the defaulting offeror or purchaser.
20. In the event that disruption occurs to the Canadian or other postal service, all notices contemplated by these Terms and Conditions of Sale may be forwarded by facsimile to the number of the Agent as set out at the end of these conditions of sale.
21. The validity and interpretation of these Terms and Conditions of Sale, and of each provision and part thereof, and of any Agreement of Purchase and Sale defined herein, shall be governed by the laws of British Columbia and the courts of the Province of British Columbia shall have exclusive jurisdiction with respect to any disputes arising out

of these Terms and Condition of Sale or any Agreement of Purchase and Sale entered into pursuant to these Terms and Conditions of Sale.

22. The vendor at its own discretion may waive any or all of the Terms and Conditions of Sale herein.
23. If there is any conflict between these conditions and the advertising calling for offers, the terms contained in these Terms and Conditions of Sale shall prevail.
24. CSL, in its capacity as Trustee of the Company, shall have no personal or corporate liability under or as a result of the sale herein, or the Terms and Conditions of Sale to such sale.
25. The Agreement of Purchase and Sale entered into pursuant to these Terms and Conditions of Sale shall inure to the benefit of and be binding upon the parties thereto, and their respective heirs and assigns.
26. All stipulations as to time are strictly of the essence.

**DATED AT VANCOUVER, BRITISH COLUMBIA, CANADA THIS 18<sup>th</sup> DAY OF AUGUST, 2011.**

**Campbell Saunders Ltd.**

In its capacity as Trustee  
of Edge Health Solutions, Inc.  
and not in its personal capacity

#1000 – 570 Granville Street  
Vancouver, B.C. V6C 3P1

Phone #: (604) 915-5552

Facsimile #: (604) 915-5560

## SCHEDULE "A"

### Edge Health Solutions, Inc. in Bankruptcy

#### Computer Equipment & Furniture

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##### Computer Equipment

Description	Quantity
Sutus BC200 with 5 licenses and Gateway phone system u/a license for 6-12 users, 13-25 users	1
Phones	10
Switchboard	1
Speakerphone	1
iMac Computers/Monitor	2
Intel Core i3 530/2.93 GHz - Dual-Core LOA1	1
Keyboard	1
LG Monitor Flatron L/7 505 (15 inch)	1
APC Surge Arrest Unit	5
Power Mac's 7300/200 Power PC	2
Toshiba 4340 Laptop	1
Linksys SFE200P 24 Portico/100 Ethernet Switch	1
Plantronic Sound Innovation Blue Tooth Headsets	5
Belkin Powerbars	2
D-Link DOS - 1008D Router	2
Linksys 4 port VPN router	2
Smart - UPS SC 120V models 1000 & 1500	1
iBook Laptops	3
Dymo Labelwriter 400	1
HP Colour Laserjet 4600dn	1
Miscellaneous computer supplies	
Miscellaneous computer cables	

Furniture

Description	Quantity
Boardroom table	1
Side tables	2
Chairs	8
Aluminum 2 drawer cabinets	4
Wood 3 drawer cabinet	1
"L" Shaped desks	8
Tables	7
White board	7
Glass desk	2
2 drawer filing cabinet	3
Stool	3
Desk with shelving unit	1
5 drawer aluminum filing cabinet	1
Desk chair with wheels	4
Standing desks (upright)	2
Water cooler (Vitapur)	1
Display shelving	1
Sharp Microwave	1
Better Chef Toaster Oven	1
Kettle	1
Miscellaneous office supplies	

**Note:**

CSL has prepared this information from the books and records of Edge Health Solutions, Inc. and has not reviewed, audited or verified the information set out in Schedule "A".

## **SCHEDULE “B”**

### **Edge Health Solutions, Inc. in Bankruptcy**

#### **INTELLECTUAL PROPERTY**

All Company Intellectual Property, Software/Products and Trademarks.

The Company has the following Trademarks and Software/Products:

- Edge Clinical ChartBook™
- edgeMD™
- edgeDMS™
- edgeEHR™
- edgeDR™
- edgeECP™
- Edge Management Platform™ (EMP™)

Further information will be made available to qualified parties upon execution of a Confidentiality Agreement.

**SCHEDULE "C"**

**Edge Health Solutions, Inc.  
in Bankruptcy**

**CUSTOMER LIST**

Information regarding the Company's client list will be made available to qualified parties upon execution of a Confidentiality Agreement.

**SCHEDULE "D"**

**Edge Health Solutions, Inc.  
in Bankruptcy**

**OFFER TO PURCHASE FORM**

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To: Campbell Saunders Ltd., Trustee of  
Edge Health Solutions, Inc.  
**Attention: Mr. Randy Mand**

ON the basis of the Terms and Conditions of sale herein, I/We \_\_\_\_\_,  
(hereinafter referred to as the "Offeror") hereby offer to purchase all your right, title and interest in and to  
the assets of Edge Health Solutions, Inc. as set out below:

**1. Per Schedules:**

"A") Computer Equipment & Furniture	\$ _____
"B") Intellectual Property	\$ _____
"C") Customer List	\$ _____

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**2. All Assets (Schedules "A" to "C") on an En-Bloc basis** \$ \_\_\_\_\_

**(Please Note:** As per clause 5 of the Terms and Conditions of Sale attached hereto, any en-bloc offers should include distinct and separate values for each Schedule noted in #1 above.

DATED AT \_\_\_\_\_ BC, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**Name and Address of Offeror**

**Telephone Number**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature**

**Note:** By submitting an offer an Offeror confirms that they have read, understand and accept all the "Terms and Conditions of Sale" attached hereto which form a part hereof.

