

# Information Package and Invitation for Offers

## Medlantis Inc. Software Platform

February 28, 2020

**DEADLINE FOR OFFERS: March 24, 2020**

Link & Associates Inc.

Receivers + Trustees

**LINK & ASSOCIATES INC.**  
**Licensed Insolvency Trustee**

77 King Street West  
Suite 3000, P.O. Box 95  
TD Centre North Tower  
Toronto, Ontario M5K 1G8  
[www.linkassociates.ca](http://www.linkassociates.ca)

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## **I. INTRODUCTION**

Link & Associates Inc., in its capacity as Licensed Insolvency Trustee (the “**Trustee**”) of the bankrupt estate of Medlantis Inc. (“**Medlantis**” or the “**Company**”) is soliciting offers for the purchase of the Medlantis on-line medical educational software platform (the “**Medlantis Platform**”) as set out in this Information Package and Invitation for Offers dated February 28, 2020 (the “**Information Package**”).

### **Background**

Medlantis was incorporated pursuant to the laws of Canada in April, 2014, to acquire and continue development of an on-line medical educational platform. The Company was initially funded by a series of unsecured convertible debentures.

The Company attempted to raise a further \$3 million of fresh capital to finance continued growth and development, but was unable to do so, requiring the issuance of additional unsecured convertible debentures and shareholder loans from 2015 to 2019. Unsecured debentures and shareholder loans are currently in excess of \$4 million, and total liabilities of the Company exceed \$5 million.

Over time the Company began to fall into arrears with suppliers such as content providers, as it struggled to generate subscription revenues. The Company’s revenue model is primarily subscription-based; however, it was unable to achieve necessary level of market penetration, particularly in the US. From 2015 – 2019, annual subscription revenues ranged between \$75,000 to \$200,000, with other periodic revenues coming from specific projects and training programs.

## **II. ASSETS BEING OFFERED FOR SALE**

The Medlantis Platform (the “**Assets**”) being offered for sale consists of the following:

- Source code and all know-how and existing documentation (hard copy and video) for the operation of the software platform
- Website [www.medlantis.org](http://www.medlantis.org) (please note that the website is currently password protected)
- Any owned video content, and any rights to licensed content that is determined to be assignable\*\*

**\*\*Prospective purchasers are cautioned that any licensed content may be subject to additional licensing fees and/or consent of licensor(s).**

## **The Medlantis Platform**

Medlantis takes raw video of medical lectures, cases, procedures, workshops, and demonstrations, and curates it by transcribing and meta-tagging it for upload to the website [www.medlantis.org](http://www.medlantis.org).

The Medlantis website provides searchable videos to medical and healthcare professionals on a subscription basis. It is designed to make expert clinical answers accessible to everyone, everywhere, fast.

Users are presented with tagged and transcribed video based on their stated preferences as well as interests determined by their searches and viewing history. The web platform uses analytics to identify popular subjects and media to inform choices for new content, as well as target users for advertising of existing content.

### **III. DISCLAIMER**

This Information Package has been prepared with information available to the Trustee and is intended solely for the convenience of prospective purchasers (**“Prospective Purchasers”**) in deciding whether they wish to submit an offer (**“Offer”**) to the Trustee for the Assets on the terms set out below.

This Information Package does not purport to, nor is it intended to, contain all of the information that a Prospective Purchaser may require to complete an evaluation of a potential purchase of the Assets.

The Trustee is under no obligation to provide prospective purchasers with any additional information or to accept the highest or any Offer.

### **Absence of Representations or Warranties**

The Trustee has not independently verified nor has it made an independent appraisal of the accuracy and completeness of any information contained herein.

Without limiting the foregoing, the recipient of this Information Package acknowledges and agrees that:

- a) The Trustee will not be subject to any liability based on the information contained in this Information Package, or any errors therein or omissions there from, whether or not the Trustee knew or should have known of any such errors or

omissions, or was responsible for or participated in its inclusion in or omission from this Information Package; and

- b) Any proposed actions by the recipient which are inconsistent in any manner with the foregoing will require the prior written consent of the Trustee.

Recipients of this Information Package acknowledge that the Sales Process permits the Trustee to negotiate with one or more Prospective Purchaser(s) at any time and for the Trustee to enter into a definitive agreement or agreements with respect to the Assets without notice to any other Prospective Purchaser(s).

The Trustee makes no representations or warranties, expressed or implied, statutory or otherwise as to the accuracy or completeness of any information contained herein, nor for any other written or oral communication transmitted or made available to Prospective Purchasers during the course of their investigations.

Prospective Purchasers are responsible for satisfying themselves as to the accuracy and completeness of the information contained herein and must rely on their own independent analysis, investigation and review in making decisions.

### **Fees and Expenses**

Prospective Purchasers are solely responsible for their own fees, costs, and expenses incurred in their investigation of a purchase of the Assets, regardless of whether or not a transaction is consummated, including without limitation, travel, accounting fees, due diligence costs, legal fees, disbursements, and taxes.

### **Additional Information and Confidentiality Agreement**

Given the proprietary nature of the Assets being offered for sale, Prospective Purchasers will be required to sign a Confidentiality and Non-Disclosure Agreement (the “**Confidentiality Agreement**”) prior to any additional information being provided.

The Confidentiality Agreement is located at **Appendix 1**. Upon executing the Confidentiality Agreement, Prospective Purchasers will be permitted access to the website and to an on-line data repository.

The Trustee reserves the right to waive the requirement for a Confidentiality Agreement, in its sole discretion.

#### **IV. SALES PROCESS**

The Trustee will consider offers to purchase (“**Offers**”), on an “**AS IS, WHERE IS**” basis, for the Assets as set out herein. All Offers must be submitted in accordance with the procedures set forth herein and must be received on or before **5:00 p.m. EST (Toronto time), Tuesday, March 24, 2020.**

The sale of the Assets will be conducted in accordance with the procedures set forth herein, and the Terms and Conditions of Sale attached hereto as **Appendix 2.**

The Trustee reserves the right in its sole discretion to change the procedures at any time. Material changes will be communicated directly to all Prospective Purchasers expressing written interest who have executed Confidentiality Agreements and /or having submitted Offers.

In addition, the Trustee reserves the right to revise or amend any confidential information which has been made available to Prospective Purchasers through revision of existing material, addition of new material or other means. The Trustee reserves the right to amend and/or modify these procedures or to reject any or all offers regardless of apparent value in relation to any other, at any time, by sending written notice to all Prospective Purchasers. If any party does not submit the Offer in accordance with the Sale Process the Trustee may, but will not be obligated in any way to, consider the Offer.

Prospective Purchasers are cautioned that the Trustee reserves the right to sell the Assets at any time and without notice prior to March 24, 2020. The highest Offer may not necessarily be accepted, nor will any of the Offers submitted necessarily be accepted.

Offers must be in the form attached as **Appendix 3.** All contact by prospective purchasers is to be made directly with the designated representative of the Trustee below:

**LINK & ASSOCIATES INC.**

Trustees + Trustees  
77 King Street West,  
Suite 3000, PO Box 95  
Toronto, Ontario  
M5K 1G8

**Attention: Robert G. Link, CIRP, LIT**

Tel: (416) 862-7785 ext. 2

Fax: (416) 862-2136

Email: [rlink@linkassociates.ca](mailto:rlink@linkassociates.ca)

Website: [www.linkassociates.ca](http://www.linkassociates.ca)

## **APPENDIX 1**

### **Form of Confidentiality Agreement**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Re: Confidentiality and Non-Disclosure

Medlantis Inc. ("**Medlantis**" or the "**Company**") filed an assignment in bankruptcy on January 22, 2020 and Link & Associates Inc. is the appointed Licensed Insolvency Trustee (the "**Trustee**").

You are considering a potential transaction for the purchase of certain of the assets of Medlantis to be offered for sale by the Trustee. (the "**Potential Transaction**"). For purposes of evaluating the Potential Transaction, you have asked us to disclose information to you. This letter agreement sets out the terms under which we are willing to disclose the information and the terms under which you may receive and use the information.

1. You must keep confidential all information disclosed to you relating to the Medlantis business, operations, assets, liabilities, plans, prospects and affairs, or the Potential Transaction.
2. Without our prior consent you and your directors, officers, shareholders, employees, agents, sources of finance, consultants and advisors (including without limitation, lawyers, accountants and financial advisors) (collectively, your "**Representatives**") will not:
  - (a) use the information other than to evaluate the Potential Transaction;
  - (b) disclose the information to any person other than your Representatives who need to know such information, provided such Representatives are informed of the confidential nature of such information and are directed to treat such information as confidential in accordance with the terms of this agreement; or
  - (c) disclose to any person other than your Representatives who need to know such information that discussions or negotiations concerning the Potential Transaction are taking place or the status or any terms, conditions or other facts relating to the Potential Transaction.

No person or entity shall be deemed a Representative of yours for purposes hereof unless such person or entity has actually been provided with information hereunder and receipt of information hereunder shall not be imputed to any person or entity solely by virtue of the fact that a Representative of yours serves as a director, officer, consultant,



partner or employee of any entity so long as no such information is communicated to such entity.

3. To the extent legally permissible, you will notify us in writing immediately upon discovery of any unauthorized use or disclosure of our information or other breach of this agreement and will cooperate with us to prevent any further unauthorized use or disclosure of the information and to remedy the breach. You are responsible for any breach by your Representatives of any of the provisions of this agreement applicable to your Representatives.
4. The disclosure restrictions contained in this agreement do not apply to any information that is required to be disclosed by any securities or other applicable law (unless such law permits a party to refrain from making such disclosure for confidentiality or other reasons), any order of any competent court or other authority. However, prior to making such disclosure, you must, to the extent legally permissible:
  - (a) immediately advise us of the requirement;
  - (b) reasonably cooperate with us in limiting the extent of the disclosure; and
  - (c) provide us with a reasonable opportunity to obtain a protective order or other remedy, at our sole expense, in order to preserve the confidentiality of the information required to be disclosed.
5. The confidentiality restrictions contained in this agreement do not apply to any information that:
  - (a) is or becomes generally available to the public other than as a result of direct or indirect disclosure by you or any of your Representatives;
  - (b) is or becomes available to you or any of your Representatives on a non-confidential basis from a source other than us, provided such source does not owe a duty of confidentiality to us or to any other person;
  - (c) is or was known to you or any of your Representatives without use of any information disclosed by us; or
  - (d) is or was independently developed by you or any of your Representatives without use of any information disclosed by us.
6. You shall, at your option, either destroy, return or cause to be returned to us all copies of our information in your possession or in the possession of your Representatives (which are not otherwise destroyed pursuant hereto), promptly following any written request by us for the return of our information. However, you (and your Representatives) may retain (i) so much of the information as you or any of your Representatives reasonably believes is necessary to comply with any legal or regulatory requirements or *bona fide* data protection needs, and (ii) you and your Representatives will not be obligated to erase any information that is contained in an archived computer backup in accordance with such party's security and/or disaster recovery procedures, provided that in each of the foregoing cases such information will continue to be subject to the terms of this agreement for so long as such information is retained.

7. We make no representation or warranty, express or implied, as to the accuracy or completeness of the information disclosed by us. We have no liability to you or any other person for any losses, liabilities, damages, claims, demands or expenses resulting from, connected with or arising out of your use of our information.
8. Nothing in this agreement nor the disclosure of information by us creates any agency, partnership, joint venture, representative or employment relationship between you and us. Neither we nor you have any legal obligation with respect to any transaction by virtue of this agreement other than for the matters agreed to in this agreement.
9. Disclosure or use of information contrary to this agreement, or any other failure to comply with the terms and conditions of this agreement, may give rise to irreparable injury to us inadequately compensable in damages. We may, in addition to any other remedy available at law or equity, seek to enforce the performance of this agreement by way of injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages (and without the requirement of posting a bond or other security) and, notwithstanding that damages may be readily quantifiable, you agree not to plead sufficiency of damages as a defence in any such proceeding.
10. Time is of the essence in this agreement.
11. This agreement is binding on and enures to the benefit of you and us and our respective successors and permitted assigns. This agreement may only be supplemented, amended or otherwise modified by written agreement signed by you and us. Neither this agreement nor any of the rights or obligations under this agreement may be assigned or transferred by you or us without the prior written consent of the other.
12. Your obligations under this agreement shall remain in effect for a period of eighteen (18) months from the date hereof, except as otherwise stated herein.
13. This agreement constitutes the entire agreement between us relating to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions between us whether written or oral.
14. If any provision of this agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, that provision will be severed and the remaining provisions will remain in full force and effect.
15. This agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the province.
16. This agreement may be executed in one or more counterparts (including counterparts by facsimile or PDF email), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*[Signature page follows]*

If you agree with the above, please date sign and return a copy of this letter, which will constitute our agreement with respect to the subject matter of this letter.

Yours truly,

**LINK & ASSOCIATES INC.**

**LICENSED INSOLVENCY TRUSTEE OF  
MEDLANTIS INC. AND NOT IN ITS  
PERSONAL OR CORPORATE CAPACITY**

Per:

\_\_\_\_\_  
Name: Robert G. Link, CIRP, LIT

**ACKNOWLEDGED AND AGREED TO**, this \_\_\_\_ day of \_\_\_\_\_, 2020.

**[Insert Name of Prospective Purchaser]**

Per:

\_\_\_\_\_  
Name:  
Title:  
Tel:  
Email:

## APPENDIX 2

### Terms and Conditions of Sale

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1. The Trustee will consider written offers to purchase the Medlantis Platform in accordance with the Terms and Conditions contained herein.

**All offers must be received at the following address by 5:00 p.m. EST (Toronto time), Tuesday, March 24, 2020:**

**LINK & ASSOCIATES INC.**

Receivers + Trustees  
77 King Street West  
Suite 3000, PO Box 95  
Toronto, Ontario  
M5K 1G8

**Attention: Robert G. Link, CIRP, LIT**

Tel: (416) 862-7785 ext. 2

Fax: (416) 862-2136

Email: [rlink@linkassociates.ca](mailto:rlink@linkassociates.ca)

2. Offers will only be accepted on the basis that each party (and all parties submitting an Offer hereby acknowledge to the Trustee) has satisfied itself as to the title thereto and that no representation, warranty, term, condition, understanding or collateral agreement, statutory or otherwise, is expressed or can be implied, with respect to title, encumbrances, merchantability, condition (environmental or otherwise), description, fitness for purpose, quality, quantity, state, zoning, existence or non-existence of Hazardous Materials, compliance with Environmental Laws or any other thing, affecting any of the parcels or in respect of any other matter or thing whatsoever except as expressly stated herein. Without limiting the foregoing, each party submitting an Offer acknowledges and agrees that the sale and purchase of each parcel shall be strictly on an “AS IS, WHERE IS” basis as each parcel will exist on the Closing Date regardless of whatever defects, conditions, Hazardous Materials or deficiencies that may exist on the Closing Date including, without limitation, any latent or patent defects, and no adjustment shall be allowed to a purchaser for changes in condition or quantities of the assets from the date hereof or from the date of the agreement of purchase and sale.
3. The sale, transfer and assignment by the Trustee of its right, title and interest, if any, in and to the Assets is subject to the terms of any license, lease, patent, or any other agreement comprising or relating to such assets, including, without limitation, (i) any consents of any licensor, lessor, or any other party, (ii) any restrictions on disclosure or assignability, (iii) any provisions relating to

- confidentiality, and (iv) any rights of first refusal for the benefit of any other party to any such license, lease, patent or any other agreement.
4. Each Prospective Purchaser acknowledges that it will be responsible for making its own arrangements with any licensors or lessors of assets or other parties required to operate or related to any of the assets. Each party submitting an Offer acknowledges that the Trustee is not required to inspect or count, or provide any inspection or counting, of the parcels or any part thereof and such party shall be deemed, at its own expense, to have relied entirely on its own judgement, inspection and investigation. It shall be the sole responsibility of a Prospective Purchaser to obtain, at its own expense, any such consents required for the transfer or assignment of any purchased assets and any further documents or assurances which are necessary or desirable in the circumstances. The Trustee shall not be liable for any incorrect description, defect or condition of any of the parcels, and each person submitting an Offer shall make no claim against the Trustee or the Company or any of its directors, officers or employees in connection with the Offer for the purchase of any of the parcels or any agreement of purchase and sale arising therefrom.
  5. Documentation relating to the Assets to the extent it is available, may be obtained from the Trustee at the aforementioned address. Such documentation has been prepared or collected solely for the convenience of Prospective Purchasers and is not represented or warranted to be complete or accurate and is not part of these Terms and Conditions of Sale.
  6. All offers must be in the form of the enclosed "Offer Form", signed by a duly authorized officer of the entity making the offer, if the Offeror is a corporation.
  7. All Offers must be accompanied by a bank draft or certified cheque payable to "**LINK & ASSOCIATES INC. - in Trust for Medlantis Inc.**" in an amount equal to not less than 15% of the gross purchase price being offered. If the Offer is accepted, the bank draft or certified cheque shall be deemed a non-refundable cash deposit (the "**Deposit**") and shall be held and applied against the purchase price at closing.
  8. The highest or any offer will not necessarily be accepted. The acceptance of any Offer is at the Trustee's absolute discretion. No person shall retract, withdraw or countermand an offer before notification of acceptance or rejection of the offer by the Trustee.
  9. The Trustee reserves the right to amend or terminate the Offer process at any time.
  10. If any Offer to purchase all or any of the Assets is accepted by the Trustee, the Trustee will notify the purchaser (the "**Purchaser**") of such acceptance by notice in writing delivered by e-mail, facsimile or courier to the Purchaser at the address

set forth in his offer, such notice to be deemed effectively given and received when delivered as the case may be.

11. Acceptance of any Offer may be subject, in the sole and absolute discretion of the Trustee, to the Trustee and the Purchaser entering into an agreement of purchase and sale on terms and conditions and in a form acceptable to the Trustee.
12. An Offer, and the acceptance thereof in accordance with paragraphs 10 and 11 above, together with these Terms and Conditions of Sale, which shall be deemed to form part of each Offer, shall constitute a valid and binding agreement of purchase and sale between the Purchaser and the Trustee with respect to the applicable parcel(s), and such agreement shall not be amended without the written consent of the Trustee.
13. All Deposits in respect of Offers not accepted by the Trustee shall be returned to the offering party by prepaid mail, addressed to the party at the address set forth in its Offer, without interest thereon.
14. If an Offer is accepted, the balance of the purchase price, together with any taxes referred to below shall be paid by bank draft or certified cheque payable to the Trustee on the earlier of **March 31, 2020**, or such other date as may be selected by the Trustee (the "**Closing Date**").
15. The closing shall take place at the office of the Trustee as set forth below or at such other place as the Trustee shall direct.
16. The Purchaser will pay to the Trustee on the Closing Date, in addition to the balance of the purchase price, any and all federal, provincial and other sales, goods and services, and other taxes whatsoever which are payable in connection with the purchase and conveyance of the parcels herein, together with all duties, registration fees or other charges properly payable or exigible upon or in connection with the conveyance or transfer of the parcels or will provide the Trustee with appropriate exemption certificates in form and substance satisfactory to the Trustee in respect of such taxes. The Purchaser will indemnify and hold the Trustee harmless in respect of any taxes, penalties, interest and other amounts which may be assessed against the Trustee under the *Excise Tax Act* (Canada), the *Retail Sales Tax Act* (Ontario), or any comparable law as a result of the sale of the parcels or as a result of the failure by the purchaser to pay all the aforementioned taxes exigible in connection with the transactions contemplated by the agreement of purchase and sale arising from acceptance by the Trustee of any Offer, whether arising from re-assessment or otherwise.
17. The Trustee shall not be required to furnish or produce any abstract, survey, deed, declaration or other document or evidence of title except as such that are in its possession.

18. Prior to any closing, all Assets shall be and remain in the possession of the Trustee. After closing, the Assets shall be at the risk of the Purchaser. In the event of substantial damage to any Assets occurring on or before closing the Purchaser may terminate the agreement of purchase and sale and have all monies theretofore paid, returned without interest, costs or compensation of any kind whatsoever. Where any damage is not substantial, the purchaser shall be obligated to complete the purchase but not entitled to any other costs or compensation whatsoever.
19. If a sale contemplated by an agreement of purchase and sale is not completed because of the Purchaser's default, the Deposit and all other payments made in connection with the purchase price shall be forfeited and retained by the Trustee and such parcel(s) may be resold by the Trustee. Upon such resale the Purchaser shall pay to the Trustee (i) an amount equal to the amount, if any, by which the purchase price under the agreement of purchase and sale exceeds the net purchase price received by the Trustee pursuant to such resale, and (ii) an amount equal to all costs and expenses incurred by the Trustee in respect of or occasioned by the Purchaser's failure to comply with an agreement of purchase and sale.
20. It shall be a condition precedent to the Trustee's obligations to complete any agreement of purchase and sale on the Closing Date that:
  - (a) none of the assets which are the subject of the agreement of purchase and sale are removed from the possession of the Trustee by any means or process as of the Closing Date;
  - (b) the Trustee if it deems it necessary or is otherwise required, will have obtained a Court Order approving the sale of the Assets to the Purchaser.
  - (c) there is no order of a court of competent jurisdiction enjoining the Trustee from proceeding with the sale of any assets which are the subject of the agreement of purchase and sale, as at the Closing Date.
  - (d) the Trustee shall have issued such notices of sale or disposition as shall be necessary for it to convey or cause to be conveyed the Company's right, title and interest, if any, in the assets which are the subject of the agreement of purchase and sale and none of such assets shall have been redeemed by any party as of the Closing Date; and

In each of the above cases, in the event the conditions precedent cannot be satisfied, the agreement of purchase and sale shall terminate (thereby releasing the Trustee and the Purchaser from their respective obligations hereunder) and the Trustee will return all monies paid by the Purchaser, without interest or deduction.

21. The submission of an offer to the Trustee shall constitute the Purchaser's acknowledgment and agreement that the purchaser has reviewed, understood,

- acknowledged and agreed to all of these Terms and Conditions of Sale set out herein.
22. Each Prospective Purchaser acknowledges that Link & Associates Inc. is acting solely in its capacity as Trustee of Medlantis Inc. and as such, its liabilities hereunder or under any agreement of purchase and sale contemplated hereby, or as a result of any sale contemplated hereby, will be solely in its capacity as Trustee and it shall have no personal or corporate liability of any kind, whether in contract or in tort.
  23. The validity and interpretation of any agreement of purchase and sale shall be governed by the laws of Ontario, and such agreement shall enure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, successors or assigns as the case may be, provided that a purchaser may not assign or transfer any of its rights or obligations under any agreement of purchase and sale without the prior written consent of the Trustee, such consent shall not be unreasonably withheld.
  24. The terms and conditions contained herein shall not merge on the closing of the transaction contemplated by any agreement of purchase and sale but shall survive such closing and remain in full force and effect and be binding on each Purchaser thereafter.
  25. Time is of the essence in any agreement of purchase and sale.
  26. The Purchaser represents to the Trustee that it is not a non-Canadian as defined in the *Investment Canada Act* (Canada) or that approval of the transaction of purchase and sale is not required under the *Investment Canada Act* (Canada).
  27. The Trustee shall, in its discretion, execute and deliver such deeds, bills of sale and assignments (if any) which the Trustee considers necessary. Any such deeds, bills of sale or assignments shall contain only a conveyance of the right, title and interest by the Trustee and the Company in the purchased property and shall not contain any covenants, representations or warranties, other than a representation and warranty that the Trustee has the right to sell the interest, if any, of Medlantis in the Assets and that the Trustee has done no act itself to encumber the Assets.

Dated at Toronto, Ontario, this 28<sup>th</sup> day of February, 2020.

**LINK & ASSOCIATES INC.**

Licensed Insolvency Trustee of  
Medlantis Inc. and not  
in its personal or corporate capacities



## APPENDIX 3

### OFFER FORM

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The Trustee will consider offers to purchase, on an “**AS-IS, WHERE-IS**” basis, the sale by the Trustee of the right, title and interest, if any, in the Assets described below.

**To: LINK & ASSOCIATES INC.**

**Trustee of Medlantis Inc.**

77 King Street West  
Suite 3000, PO Box 95  
Toronto, ON  
M5K 1G8

Attention: Robert Link, CIRP, LIT  
Tel: (416) 862-7785 / Fax: (416) 862-2136  
[rlink@linkassociates.ca](mailto:rlink@linkassociates.ca)

1. \_\_\_\_\_  
(Full Legal Name of Party Making Offer)
2. \_\_\_\_\_  
(Address)  
\_\_\_\_\_
3. \_\_\_\_\_  
(Person to be contacted)
4. \_\_\_\_\_  
(Phone/Fax number)
5. \_\_\_\_\_  
(E-mail address)
6. This offer is submitted pursuant to the Terms and Conditions of Sale prepared by the Trustee (the “Terms and Conditions of Sale”).
7. Assets are being sold “**AS-IS WHERE-IS**”. No warranties express or implied.

8. Acceptance of this offer by the Trustee shall constitute a binding agreement of purchase and sale on the terms and conditions set forth in this offer, including the Terms and Conditions of Sale which form a part hereof.
9. The undersigned hereby submits an offer in the total amount of \$ \_\_\_\_\_ plus applicable taxes, for the purchase of the following Assets:
- Source code and all know-how and existing documentation (hard copy and video) for the operation of the software platform
  - Website [www.medlantis.org](http://www.medlantis.org) (please note that the website is currently password protected)
  - Any owned video content, and any rights to licensed content that is determined to be assignable\*\*
- \*\*Prospective purchasers are cautioned that any licensed content may be subject to additional licensing fees and/or consent of licensor(s).**

**BANK DRAFT FOR 15% DEPOSIT OF TOTAL OFFER PRICE (BEFORE TAX) MUST BE INCLUDED WITH OFFER.**

**This offer is irrevocable and open for acceptance by the Trustee until 5:00 p.m. EST (Toronto time) on Thursday March 24, 2020.**

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2020.

Per: \_\_\_\_\_  
Authorized Signing Officer

Per: \_\_\_\_\_  
Authorized Signing Officer