

PUBLIC AUCTION

By Order of Secured Creditor in the matter of:
HEALTH ECONNEX, INC.
1400 Renaissance Drive
Parkridge, IL 60068

AUCTION CATALOG

Auction: Wednesday, February 4th, 2009 Beginning at 11:00am EST

\$25,000.00 Deposit required to Bid.

**TERMS: Cash, Cashier's Check w/Letter of Guarantee
or Wire Transfer**

CMA AUCTION SERVICES

AUCTIONS – APPRAISALS – LIQUIDATIONS
40 East Verdugo Avenue, Burbank, CA. 91502
(818) 972-5352 • FAX (818) 972-5301
www.cmaauctions.com

CASH / CASHIER'S CHECKS, WIRE TRANSFER ONLY – NO CREDIT CARDS !

SAMPLE – CHECK GUARANTEE LETTER
MUST BE SUBMITTED ON BANK LETTERHEAD

DATE: Current Date

Victoria Murawske
CMA Auction Services
40 East Verdugo Avenue
Burbank, California 91502

RE: Bank Guarantee Letter/Auction Name

Dear Ms. Murawske:

Your Bank Name will guarantee **Your Company Name** check # _____ from their account # _____ up to **\$Amount**. This Letter of Guarantee is valid for 15 business days from date of check.

If you have any questions, please call Bank Contact and Bank Phone Number.

Signature – **Bank Officer**

This is the **ONLY** type of guarantee letter that will be acceptable.
Please do not modify the letter.

If you have any questions please feel free to contact Victoria Murawske at (818) 972-5352.

CMA BUSINESS CREDIT SERVICES
CMA AUCTION SERVICES
40 East Verdugo Avenue
Burbank, California 91502-1931

HEALTH ECONNEX, INC.
TERMS AND CONDITIONS

1. Items will be offered in bulk to the highest bidder. Minimum Bid is \$376,565.01.
2. **A \$25,000 deposit will be required to Bid.**
3. Invoice must be paid in full within 24 hours after acceptance of bid. Payment must be made in cash, cashier's check, certified check, or wire transfer (American River Bank: 520 Capitol Mall, Suite 100, Sacramento, CA 95814, CMA Auction Services Account Number 0510718839, AB Number 121140263) payable to CMA, no personal or company checks accepted without a Bank guarantee letter (see attached for sample) or prior approval by auction staff. Full payment must be made before removal of purchase. In the event the purchaser fails to pay the purchase price within the time limits set forth in the catalog and/or announced by the auctioneer at the sale and/or fails to comply with any of the terms of sale, the seller may resell at public or private sale any and all of the purchaser's merchandise in the possession of auctioneers. Purchaser hereby agrees to pay any deficiency resulting from such resale together with all charges, fees and expenses in conjunction with such resale and further agrees that auctioneer may retain the auction deposit to be applied to any such deficiency.
4. **ITEMS WILL BE SOLD ON AN AS-IS WHERE-IS BASIS, WITHOUT ANY WARRANTY OR REPRESENTATION WHATSOEVER. ALL SALES ARE FINAL.** Purchaser agrees to pay all costs of removal and purchaser does hereby indemnify and hold harmless auctioneers and seller for any and all damage, claim or liability, for injuries to persons or property caused by the removal of items purchased.
5. No purchases may be removed until the conclusion of the auction. Following conclusion of the auction, merchandise purchased must be removed from the premises within the time limits announced by the auctioneer at the sale. Any merchandise not removed within that time limit shall be deemed to have been abandoned by the purchaser and ownership thereof reverts to the seller. Any deposit or other payment made by the purchaser to the auction shall be retained by the auctioneer as liquidated damages for the failure of the purchaser to comply with the purchase agreement.
6. While quantities, descriptions and capacities are believed to be correct, there are no guarantees and the auctioneers, owners and advertising media will not be held responsible for any written or verbal discrepancies or inaccuracies whatsoever.

7. Overages or shortages above or below estimated counts will be adjusted. However, such adjustments must be made before removal of merchandise from the premises.
8. The auctioneer reserves the right to group lots, make lots smaller or to add to or delete or to change numerical sequence of lots at his sole discretion and reserves the right not to accept or acknowledge any bid which is merely a fractional advance over the preceding bid.
9. The auctioneers assume no responsibility for any liability once title passes.
10. In the event of a tie bid, the auctioneer has the right to reopen the bidding to determine the highest bidder. Unless otherwise announced by the auctioneer in the auction brochure or at the time of the sale, the sale is "with reserve" and, therefore, the auctioneer may withdraw any item from the sale until he announces completion of the sale of that item by announcing "sold". Notice is hereby given that the seller has reserved the right to bid on any lot being offered for sale unless an announcement is made at the time of the sale that the right to bid by or on behalf of seller has not been reserved.
11. Sales taxes will be added to purchase price of all taxable items. Dealers who purchase for resale must pay the sales tax or provide satisfactory proof that the purchaser has a valid sellers permit and submit a signed written certificate that the item is being purchased for the purpose of resale.
12. The auctioneer shall in no event be liable to the purchaser for non-delivery of any lot for any reason except for the return to the purchaser of the deposit or monies paid for such non-delivered lots.
13. In the event that it becomes necessary for the seller or auctioneer to commence an action to enforce the terms of this agreement or to collect a check returned for non-sufficient funds or stop payment, the purchaser and/or maker of the check agrees to pay all attorneys fees so incurred.
14. Out-of-State buyer's Certificate to clear sales tax: "I certify that all merchandise to be purchased at this sale is for delivery to another state and seller shall deliver to designated carrier for that purpose. Costs incurred by seller for such shipments shall be added to bid price, unless buyer makes arrangements for such costs with carrier."
15. Shipment of items Out of State. As a condition of any sale to be shipped out of state, the auctioneer shall maintain possession and control of the property until such time as the item is delivered to a common carrier for shipment out of state. The shipment for items purchased will be made to any point outside of this STATE as designated by the successful bidder pursuant to and as a part of the contract of sale. In the event disassembly or packing or both are required with respect to any item to be shipped out of state, any costs incurred by the seller for such disassembly or packing or both shall be added to the bid price.
16. CMA reserves the right to refuse any individuals admittance and participation in any or all of its public auctions.

17. Any material handling equipment being sold at the auction will be used in the removal of auction item (s) during the removal (check-out) period. Purchasers acknowledge that this equipment will not be picked up until the final day of check-out.
18. Proxy bids may be submitted to CMA prior to the auction if accompanied by cash or cashier's check for \$25,000. All proxy bids will be held in confidence.
19. Announcements on the day of the sale take precedence over all written materials.
20. The auction is in accordance with local, state and national commercial and penal codes.
21. The auction is being conducted pursuant to all State and Local Commercial and Penal Codes. CMA Auction Services employs only licensed Auctioneers. The auctioneer and Auction Company have a bond on file with the Secretary of State.
22. All Purchases must be removed from the premises no later than, (To be Announced).
23. Beware, any damage caused to the auction premises upon removal of any lot by the Buyer, is Buyer's responsibility.

CHECK OUT IS BY APPOINTMENT ONLY.

Health eConnex Catalog

- 1 Client Lists
- 2 Vendor Lists
- 3 Client Contracts
- 4 Accounts Payable
- 5 Accounts Receivable
- 6 Refrigerator
- 7 Microwave
- 8 Routers
- 9 Servers
- 10 IP Addresses
- 11 Personal Computers
- 12 Printers
- 13 Copiers
- 14 Fax Machine
- 15 Computer Room Switch
- 16 Phones
- 17 Binding Machine
- 18 General Office Supplies
- 19 Keyboards