

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs.

Case No.: 14-001695-CI

TRI-MED CORPORATION,
TRI-MED ASSOCIATES INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT
a/k/a TERESA SIMMONS,
and ANTHONY N. NICHOLAS, JR.,

Defendants,

TMFL HOLDINGS, LLC,

Relief Defendant.

**RECEIVER'S EMERGENCY MOTION TO APPROVE SALE
OF ASSETS AND INCORPORATED MEMORANDUM OF LAW**

Pursuant to Fla. Stats. § 517.191(2), Rule 1.100 of the Florida Rules of Civil Procedure, the orders¹ appointing Burton W. Wiand, as Receiver (the “**Receiver**”) for Tri-Med Corporation (“**Tri-Med**”), Tri-Med Associates, Inc. (“**TMA**”), TMFL Holdings, LLC (“**TMFL**”), Interventional Pain Center, PLLC (“**IPC**”), Rejuva Medical and Wellness Center, L.L.C., and Rejuva Medical Center, L.L.C. (the two Rejuva entities are collectively referred to as “**Rejuva**”)

¹ On March 5, 2014, the Court entered its Order Imposing Temporary Injunction, Appointment of a Receiver, and Other Statutory and Ancillary Relief (the “**Order Appointing Receiver**”). The Court subsequently entered Orders expanding the scope of the Receivership to include TMFL, IPC, and Rejuva on May 13, 2014, September 30, 2015, and December 11, 2015, respectively.

(Tri-Med, TMA, TMFL, IPC, and Rejuva are collectively referred to as “**Receivership Entities**”), respectfully moves the Court for entry of an order on an emergency basis authorizing the Receiver to sell various assets, including the 2012 Universal CMP DR Chiropractor X-Ray Suite (the “**X-Ray Machine**”) and miscellaneous office contents (“**Office Contents**”), pursuant to the Asset Purchase Agreement attached as **Exhibit A**.

The X-Ray Machine included in this sale is the same as the one identified in the Receiver’s Emergency Motion to Approve Sale of Medical Equipment and Memorandum of Law filed on December 23, 2015. Although the Court granted that motion on December 29, 2015, the purchaser failed to complete the transaction, so the Receiver is still in possession of the X-Ray Machine. The Office Contents included in this sale are some of the items identified in the Receiver’s Motion for Approval of Sale or Other Disposition of Assets filed on August 3, 2016. The Court granted that motion on August 30, 2016, but the Receiver has been unable to sell the Office Contents until now. The Receiver is filing this motion because the X-Ray Machine and Office Contents (hereinafter collectively referred to as the “**Assets**”) are being sold together pursuant to the terms of an Asset Purchase Agreement which will result in the Receivership estate receiving \$25,000. This proposed sale is in the Receivership’s best interests, and this motion is being filed on an emergency basis because the Receiver has a willing buyer who has indicated that time is of the essence. The sale will allow the Receivership estate simply to convert the Assets into cash. In support, the Receiver states as follows:

BACKGROUND

1. On March 4, 2014, Plaintiff State of Florida, Office of Financial Regulation (“**OFR**”), filed this enforcement action against the Receivership Entities and other defendants (collectively, “**Defendants**”). OFR alleged in verified pleadings with evidentiary support that

Defendants were operating a fraudulent investment scheme that raised over \$16 million from investors, many of whom were elderly. OFR also alleged that Defendants violated Florida securities laws from at least 2011 forward by offering and selling unregistered securities based on misrepresentations that, among other things, those funds would be (a) used to purchase medical practice accounts receivable backed by Letters of Protection and (b) safeguarded by being kept in an attorney trust account.

2. On March 5, 2014, the Court entered the Order Appointing Receiver which appointed Mr. Wiand as Receiver and directed him to, among other things, marshal and safeguard assets for the benefit of Tri-Med's defrauded victims. That same day, the Receiver and his agents took possession of the Tri-Med Office as well as a storage unit leased by Tri-Med and subsequently secured and inventoried the contents.

3. On October 22, 2014, following an all-day evidentiary hearing in this case, the Court found "the evidence is clear and convincing and reaches a very high level that this was a fraudulent scheme to steal people's money". Oct. 22, 2014, H'rg Tr. at 242. The Court added, "[t]he whole series of introduction of evidence and testimony in this case is highly suggestive of numerous criminal offenses that they might be fearful of from tax evasion to securities violations to fraud and theft, et cetera et cetera." *Id.* at 240.

4. On September 30, 2015, and December 11, 2015, respectively, the Court entered orders placing IPC and Rejuva into receivership. IPC and Rejuva were both controlled by Defendant Anderson; both operated out of the IPC/Rejuva Office; commingled funds; and used the same equipment, assets, and employees. The Receiver took possession of the IPC/Rejuva Office on December 13, 2015.

DESCRIPTION OF THE ASSETS

As discussed and described in the Receiver's December 23, 2015, and August 3, 2016, motions, the X-Ray Machine is composed of several pieces of equipment, including a tubestand, an x-ray collimator, and a digital imaging device. The X-Ray Machine is described by the manufacturer as a "low cost solution for integrating with your film-based systems for diagnostic radiographic imaging."

5. The assets recovered from the Tri-Med Office and the IPC/Rejuva Office primarily consist of computer equipment, office furniture and supplies, and medical equipment and are currently being stored in rented storage units in Tampa, Florida, and Minnetonka, Minnesota

6. The Receiver previously obtained an estimate of the current fair-market value of the X-Ray Machine from one remarketer of pre-owned x-ray, radiology, and diagnostic medical equipment. This remarketer is familiar with the machine and has explained that its value fluctuates based on the market price of similar equipment. The machine's value has depreciated because of continued technological improvements in this type of equipment and remarketer estimated the fair market value of the X-Ray Machine was \$16,500.00 in late 2015.

7. The Receiver does not believe that any of the Office Contents have an individual value exceeding \$2,500.

8. The Receiver was previously offered \$20,000 for the X-Ray Machine, but following approval of the sale the purchaser failed to complete the transaction. The Receiver believes the value of the X-Ray Machine has decreased since that time.

9. The Receiver has not received any offers for the Office Contents since his pertinent motion was granted in August 2016, and he believes the value of the Office Contents has also decreased.

10. The current purchaser is eager to conclude the purchase promptly as it intends to use the Assets for a new medical office.

11. The Receiver is not aware of any liens or encumbrances on any of the Assets, and he believes proceeding with the sale reflected in the Asset Purchase Agreement is in the Receivership estate's best interest. The Receiver believes this sale presents the highest value that can be received for these assets

MEMORANDUM OF LAW

12. Pursuant to the Order Appointing Receiver, the Receiver shall “direct and oversee the liquidation of the assets and the properties of the Receivership Entities as deemed appropriate by him in a manner as to maximize in a timely manner the proceeds for such assets and properties and the conversion of the assets and properties of the Receivership Entities for the benefit of their customers/investors and creditors.” Order Appointing Receiver § VIII-h. In particular, the Receiver shall:

[h]ave and may exercise the power and authority to negotiate and prepare, or cause to be negotiated and prepared, and to enter into, written agreements relating to the sale, assignment, transfer or conveyance of any notes, stocks, securities, real property and other property (whether real, personal or mixed and whether tangible or intangible), except cash, in which the Receiver may hold any interest or have custody or possession; provided however, that the Receiver shall not actually sell, assign, transfer or convey any such asset or property until such time as the Receiver shall have made application to this Court for, and this court shall have entered, a further Order authorizing or ratifying such written agreement for sale, assignment, transfer or conveyance of such asset or property.

Id. § VIII-m-iii; *see Arzuman v. Saud*, 964 So.2d 809, 811 (Fla. 4th DCA 2007) (affirming order allowing sale of real property to proceed and denying review of trial court's order authorizing sale where property was in peril of loss and sale would preserve parties' interest).

13. The judicial sale of real or personal property in Florida is governed by Fla. Stats. § 45.031 (“**Section 45.031**”). Although Section 45.031 contains an enumerated set of procedures

to effectuate a sale of real or personal property under an order or judgment, it expressly provides that those procedures “may be followed **as an alternative to any other sale procedure if so ordered by the court.**” Fla. Stats. § 45.031 (emphasis added). Thus, it is clear that compliance with Section 45.031 is permissive, rather than mandatory, and that courts are vested with discretion to use alternative procedures where appropriate.

14. The Receiver seeks court approval to deviate from the procedures set forth in Section 45.301 and proceed with the proposed sale of the Assets because the realizable value of the Assets will continue to diminish. Further, waiting to sell the Assets will force the Receiver to incur unnecessary storage costs.

15. The Receiver believes that the proposed sale is reasonable and in the best interests of the Receivership estate. The Receiver believes this sale presents the highest value that can be received for these assets. Given the nature of these proceedings, and the language of Section 45.031 and the Order Appointing Receiver, the Receiver respectfully requests an order authorizing variation from Section 45.031 and approving the sale of the Assets as set forth above.

STATEMENT OF OFR’S POSITION

Counsel for the Receiver has discussed the proposed sale of the Assets with counsel for OFR, and is authorized to represent that OFR has no objection to the relief sought in this motion.

CONCLUSION

The Receiver believes this proposed sale of the Assets is consistent with his duties and in the best interests of the Receivership estate. Furthermore, the Receiver believes this sale presents the highest value that can be received for these assets. For the reasons set forth above, the Receiver respectfully requests the Court enter an Order on an emergency basis (1) authorizing the sale of the Assets set forth in this Motion pursuant to Asset Purchase Agreement attached as Exhibit A;

(2) authorizing deviation from the judicial sale procedures set forth in Fla. Stats. § 45.031 as set forth in this Motion; and (3) providing any further relief the Court finds just and appropriate.

s/Gianluca Morello

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 6, 2017, I electronically filed a true and correct copy of the foregoing with the Clerk of the Court by using the Florida Courts E-Filing Portal, which served the following parties:

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Attorney for Anthony Nicholas

s/ Gianluca Morello

Gianluca Morello, FBN 034997

Exhibit A

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), effective as of February 28th, 2017 (the "Effective Date"), by and between **Shadow Creek Imaging and Diagnostic Center, LLC**, a Texas limited liability company (the "Buyer") and **Burton W. Wiand, Receiver for Tri-Med Corporation, Tri-Med Associates Inc., TMFL Holdings, LLC, Interventional Pain Center, PLLC, Rejuva Medical and Wellness L.L.C., and Rejuva Medical Center L.L.C.** (the "Seller").

RECITAL

WHEREAS, the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, State of Florida (the "Court"), on March 4, 2014 appointed Burton W. Wiand Receiver over Tri-Med Corporation and Tri-Med Associates Inc., and on May 13, 2014 appointed Burton W. Wiand Receiver of TMFL Holdings, LLC, and on September 30, 2015, appointed Burton W. Wiand Receiver over Interventional Pain Center, PLLC, and on December 11, 2015 appointed Burton W. Wiand Receiver over Rejuva Medical and Wellness L.L.C and Rejuva Medical Center L.L.C. (collectively, the "Receivership Entities"), in the action styled *State of Florida, Office of Financial Regulation v. Tri-Med Corporation; Tri-Med Associates Inc.; Jeremy Anderson; Anthony N. Nicholas, III; Eric Ager; Irwin Ager; Teresa Simmons Bordinat, a/k/a Teresa Simmons; Anthony N. Nicholas, Jr.*; Case No. 14-001695-CI (Fla. 6th Jud. Ct.) (the "Action").

WHEREAS, the Seller, pursuant to his appointment as Receiver, has in his possession, custody and control various office equipment, medical equipment and computer equipment (collectively, the "Assets") more particularly described in Exhibit "A" attached hereto; and,

WHEREAS, Seller desires to sell and Buyer desires to purchase the Assets pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

OPERATIVE TERMS

1. Sale and Transfer of Assets.

(a) Seller shall sell, transfer, and deliver to Buyer, and Buyer shall purchase from Seller all of the Seller's rights, title, and interest in the Assets described in Exhibit "A", free and clear of all liens, claims, encumbrances, and restrictions.

(b) The Assets are sold on an "as is" "where is" basis, with all faults and without representations, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the assets for any use, and without warranties, express or implied, of any type, kind, character or nature, including but not limited to,

suitability of the assets for any use, and without recourse, express or implied, of any type, kind, character or nature, save and except the express representations and warranties set forth in this agreement.

2. Contingencies. This Agreement is contingent only upon Seller obtaining and Order in substantially the form as Exhibit "B" attached hereto (the "Order") approving the sale of the Assets described in Exhibit "A" to Buyer.

3. Purchase Price. The purchase price to be paid by Buyer to Seller for the Assets shall be the sum of Twenty Five Thousand and No/100 (\$25,000.00) (the "Purchase Price") in cash or its equivalent at the Closing (hereinafter defined).

4. Earnest Money Deposit. Within three (3) days of the execution of this Agreement by both parties hereto, the Buyer will deposit with the Escrow Agent the sum of Five Thousand and no/100 Dollars (\$5,000.00) in readily available funds as an earnest money deposit ("Earnest Money Deposit"). Buyer and Seller mutually agree that Wiand Guerra King P.L. shall serve as the Escrow Agent. The Earnest Money Deposit shall be applied at Closing to the Purchase Price to be paid to Seller by Buyer at the Closing. The terms of this Agreement shall serve as the escrow instructions for this transaction.

(a) Buyer hereby acknowledges and agrees that the Earnest Money Deposit becomes nonrefundable on the date the Court enters an Order in substantially the form as Exhibit "B" approving the sale of the Assets to Buyer.

(b) In the event that Seller cannot satisfy the Contingencies within thirty (30) days from the date of the issuance of the Order (the "Contingencies Period"), or otherwise unable to conclude the transaction contemplated hereunder, Seller shall return the Earnest Money Deposit to Buyer within fifteen (15) business days following the expiration of the Contingencies Period.

(c) Buyer acknowledges and agrees that no interest will be paid on the Deposit.

5. Closing. The closing of the transaction contemplated by this Agreement and delivery of the Bill of Sale (hereinafter defined) (the "Closing") shall occur by the Closing Date (hereinafter defined).

6. Closing Date. Buyer and Seller agree that Closing shall within thirty (30) days of the Effective Date of this Agreement.

7. Buyer's Deliveries at Closing. At the Closing, Buyer shall deliver the following items to Seller:

(a) the Purchase Price (\$25,000.00) for the Assets, payable in the manner described in Section 3 above;

(b) such other documents and certificates as Seller may reasonably and timely request.

8. Seller's Deliveries at Closing. At the Closing, Seller shall deliver the following items to Buyer:

- (a) an Order in the substantially the form attached as Exhibit "B" hereto from the Court approving the sale of the Assets;
- (b) a Bill of Sale in the substantially the form attached as Exhibit "C" hereto, duly signed by Seller;
- (c) such other documents and certificates as Buyer may reasonably and timely request.

9. Seller's Representations, Warranties and Covenants. Seller represents, warrants, and covenants to Buyer as follows:

(a) Valid and Enforceable Agreement. This Agreement constitutes a valid and binding agreement of the Seller enforceable in accordance with its terms.

(b) Title.

(i) Seller acquired ownership, possession, custody and/or control to the Assets described in Exhibit "A", and with the approval of the Court, the Assets shall be sold to Buyer as evidenced by the Bill of Sale, substantially in the form attached hereto as Exhibit "C", free and clear of all liens, claims, encumbrances, and restrictions.

(ii) The Assets are sold on an "as is" "where is" basis, with all faults and without representations, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the assets for any use, and without warranties, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the assets for any use, and without recourse, express or implied, of any type, kind, character or nature, save and except the express representations and warranties set forth in this agreement.

(c) Authority. The execution, delivery, and performance of this Agreement and any documents incidental thereto, and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Court, and Seller has all powers and authority to consummate this transaction.

(d) General. None of the representations or warranties by Seller in this Agreement contains any untrue statement of a material fact, or omits to state any material fact necessary to make statements or facts contained therein not misleading.

10. Buyer's Representations and Warranties. Buyer represents and warrants to Seller as follows:

(a) Organization. Buyer is a limited liability company duly organized and

validly existing and is in good standing under the laws of the State of Texas.

(b) Association and Affiliation. Buyer expressly states that it, nor any of its officers, directors and/or agents are currently associated or affiliated with any of the Defendants or Receivership Entities.

(c) Authority. The execution, delivery, and performance of this Agreement and any documents incidental thereto, and the consummation of the transactions contemplated hereby have been duly authorized and Buyer has all requisite powers and authority to consummate this transaction.

(d) Valid and Enforceable Agreement. This Agreement constitutes a valid and binding agreement of Buyer enforceable in accordance with its terms. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby violates or conflicts with the Articles of Organization or Operating Agreement of Buyer or, subject to obtaining necessary consents, any agreement or other restriction of any kind or character to which Buyer is a party or by which Buyer is bound.

(e) Due Diligence. Buyer has conducted and completed any and all due diligence it deems or deemed necessary prior to completing the purchase contemplated herein.

(f) Absence of Warranties from Seller. Buyer acknowledges that Seller has made no warranties with respect to the Assets relating to this Agreement. Buyer is purchasing the Assets on an "as is" "where is" basis, with all faults and without representations, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the assets for any use, and without warranties, express or implied, of any type, kind, character or nature, including but not limited to, suitability of the Assets for any use, and without recourse, express or implied, of any type, kind, character or nature, save and except the express representations and warranties set forth in this agreement.

(g) General. None of the representations or warranties by Buyer in this Agreement contains any untrue statement of a material fact, or omits to state any material fact necessary to make statements or facts contained therein not misleading.

11. Expenses and Taxes. Each party hereto shall pay its own expenses and costs incident to the preparation of this Agreement and the consummation of the transactions contemplated hereby, including but are not limited to, attorney fees. If any portion of the transactions to be effected pursuant hereto shall be determined to be subject to sales or use or any other taxes, Buyer shall be liable therefore and shall promptly pay the same.

12. Amendments. This Agreement may only be amended or modified by written instrument executed by the Buyer or Seller.

13. Notices. Any notice, request, information or other document to be given hereunder shall be in writing and shall have been deemed to have been given (i) when personally delivered, sent by facsimile (with hard copy to follow) or sent by reputable overnight express

courier (charges prepaid), or (ii) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another is specified in writing, notices, demands and communications to Seller and Buyer shall be sent to the addresses indicated below:

(a) If as to Seller:

Burton W. Wiand, Receiver
c/o Wiand Guerra King P.L.
5505 Gray Street
Tampa, Florida 33609
Attention: Jeffrey C. Rizzo

(b) If as to Buyer:

Shadow Creek Imaging and Diagnostic Center
11711 Shadow Creek Parkway
Pearland, TX 77584
Attention: Kalpesh Shah

Any party may change the address to which notices hereunder are to be sent by giving written notice of such change of address as provided above.

14. Waiver. No waiver by either party hereto of any condition or any breach of any term, covenant, representation or warranty contained in this Agreement shall be deemed or construed as a further or continuing waiver of such condition or breach or waiver of any other or subsequent condition or the breach of any other term, covenant, representation or warranty contained in this Agreement.

15. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be so amended without materially altering the intention of the , it will be deemed stricken and the remainder of the Agreement will remain in full force and effect.

16. Counterparts. Any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed to be an original.

17. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Buyer and Seller, their respective heirs, successors, and assigns.

18. Entire Agreement. This Agreement and the instruments delivered pursuant hereto constitute the entire agreement between the Buyer and Seller hereto and supersede all prior written agreements and understanding, oral or written, between the Buyer and Seller relating to the subject matter hereof.

19. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Florida. Buyer and Seller hereby agree (i) that all disputes and matters whatsoever arising under, in connection with, or incident to this Agreement shall be exclusively litigated as a summary proceeding in *State of*

Florida, Office of Financial Regulation v. Tri-Med Corporation; Tri-Med Associates Inc.; Jeremy Anderson; Anthony N. Nicholas, III; Eric Ager; Irwin Ager; Teresa Simmons Bordinat, a/k/a Teresa Simmons; Anthony N. Nicholas, Jr.; Case No. 14-001695-CI (Fla. 6th Jud. Ct.), in Pinellas County in the State of Florida, to the exclusion of any other court, and (ii) to irrevocably submit to the exclusive jurisdiction of the CIRCUIT COURT OF PINELLAS COUNTY, STATE OF FLORIDA, in any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably waive any objection to the laying of venue of any such action or proceeding in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. A final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment or in any other manner provided by law.

20. Indemnification. Buyer expressly acknowledges and agrees that Seller provides NO indemnification from and against any loss, claim and/or damage arising under any circumstance related to the Assets or this Agreement.

21. Broker's Commissions. Seller and Buyer represent and warrant each to the other that they have not dealt with any broker, sales person or finder in connection with this transaction. In the event of any claim for broker's or finder's fees or commissions by any party, each party shall indemnify and hold harmless the other party from and against any such claim based upon any statement, representation or agreement of such party. This provision shall survive the consummation of the transactions contemplated hereby.

22. Survival of Representations and Warranties. All of the respective representations and warranties of the Buyer and Seller shall survive the consummation of the transactions contemplated hereby.

23. Further Assurances. Buyer and Seller shall execute and deliver such additional documents and take such additional action as may be necessary or desirable to effectuate the provisions and purposes of this Agreement.

24. Attorneys' Fees and Costs. In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Agreement, the prevailing party will be entitled to, from the non-prevailing party, reimbursement of its attorneys' fees (including, but not limited to, attorneys' fees, paralegals' fees and legal assistants' fees), costs and expenses incurred in the preparation for and in connection with any trial, appeal or bankruptcy proceeding.

IN WITNESS WHEREOF, the Buyer and Seller hereto have caused this Agreement to be duly executed as of the date first above written.

BUYER:

 Kalpesh Shah 2-28-17
SHADOW CREEK IMAGING AND DIAGNOSTIC
CENTER, LLC

SELLER:


BURTON W. WIAND, RECEIVER FOR TRI-MED
CORPORATION, TRI-MED ASSOCIATES INC., TMFL
HOLDINGS, LLC, INTERVENTIONAL PAIN CENTER,
PLLC, REJUVA MEDICAL AND WELLNESS L.L.C.,
AND REJUVA MEDICAL CENTER L.L.C.

Exhibit A

Assets

<u>Quantity</u>	<u>Item</u>
1	4 Drawer File Cabinet
1	3 drawer wooden mahogany file cabinet w/broken wheel
2	Large wooden mahogany desks
2	Legacy-500 chiropractic exam tables
1	Chiropractic adjustment table
1	3 drawer mahogany file cabinet
1	Sony 60 in flat screen tv
1	Sony 60 in flat screen tv
11	Black office chairs
1	Large HP laser jet printer
1	Large mahogany credenza
1	Earthlite portable massage chair
1	Wireless keyboard
3	Boxes of misc office supplies
1	Asus LCD 27" monitor
1	Asus LCD 27" monitor
3	Hand weights
1	RRT machine
	Box Misc medical supplies
1	Box of misc medical supplies
1	MFC 3 in 1 scanner-copier-printer
3	Massage table pillows
1	Framed pic of Autonomic Nervous System
1	Folding black portable massage table
1	DOT exams signs
3	X-Ray vest
1	C-collar
1	Head table support
1	Electronic blood pressure cuff
1	Wireless 4 port media bridge
1	Keyboard
1	Antec PC and cables
1	Credit card signature pad
1	Dynatron 650 plus

<u>Quantity</u>	<u>Item</u>
1	Monitor
3	Keyboards
1	APC battery back up
2	Mouse
1	Box Misc office supplies
1	Box of misc medical supplies
2	Monitors
2	Keyboards
1	Mouse
1	Fan
1	Heater
1	Box Misc office supplies
1	Sony portable stereo w/2 speakers
1	Epson scanner
1	Small box of misc office supplies
1	Cyber power battery back up
1	Panasonic cordless phone
1	Casio portable calculator
1	Ring Central desk phone
1	Small box of markers, pens
1	Business card holder
1	Pen holder w/misc pens
1	Cisco DVR
1	Box w/4 Sony print cartridges
1	Camera
1	Camera
1	Wall Mounted Cameras
1	Wall Mounted Cameras
1	Universal CMP 200 xray machine
	5 boxes of paperwork
	Sony Camera Lens
	Phone Cords and Plugs
	Nike Polo Shirt
	2 Back Braces
	Suction Unit and Ambu Bag
	Scanner
	2 Waiting room chairs
	2 Posters and Broken Frame

Item

Trash Bag Stand
Black File Box, Raffle Tickets and Pens
2 Small Waiting Room Chairs
AV Shelving Unit
Box of Paper Pillow Cases
Box of Computer Papers
Empty O2 Bottle
Cellphone Chargers
4 Doctor Stools
Kitchen Table and Stand
Biometric Timeclock
Small Crash Cart
Portable Defib Unit missing battery
Box of Balls, Empty CD's, PC Mouse
Small Stainless Cart with Supplies
Mayo Stand
Clipboards, PC Keyboards
Tins Unit
Tins Unit
Spinal Cord Simulator
Mics Computers

Exhibit B

Proposed Order

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIVIL DIVISION**

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs.

Case No.: 14-001695-CI

TRI-MED CORPORATION,
TRI-MED ASSOCIATES INC.,
JEREMY ANDERSON,
ANTHONY N. NICHOLAS, III,
ERIC AGER, IRWIN AGER,
TERESA SIMMONS BORDINAT
a/k/a TERESA SIMMONS,
and ANTHONY N. NICHOLAS, JR..

Defendants,

TMFL HOLDINGS, LLC,

Relief Defendant.

ORDER

THIS MATTER having come before the Court on Burton W. Wiand, as Receiver's Emergency Motion to Approve Sale of Assets and Memorandum of Law (the "**Motion**") and the Court having reviewed the Motion and being otherwise fully advised in the premises, it is hereby **ORDERED** and **ADJUDGED** that the Motion is **GRANTED**.

The Court finds that the proposed sale of the assets set forth in Exhibit A of the Motion is in the best interest of the Receivership estate and is approved. The Receiver is hereby authorized to sell the Assets pursuant to the terms of Exhibit A of the Motion.

DONE AND ORDERED in Chambers in Pinellas County, Florida on this ___ day of _____, 2017.

The Honorable Judge Cynthia Newton
Circuit Court Judge

COPIES TO:
Counsel of Record

Exhibit C

Bill of Sale

1. Sale and Transfer of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, **Burton W. Wiand, Receiver for Tri-Med Corporation, Tri-Med Associates Inc., TMFL Holdings, LLC, Interventional Pain Center, PLLC, Rejuva Medical and Wellness L.L.C., and Rejuva Medical Center L.L.C.**, (“Seller”), hereby sells, transfers, assigns, conveys, grants and delivers to **Shadow Creek Imaging and Diagnostic Center, LLC**, a Texas limited liability company (“Buyer”), effective as the date hereof, all of Seller’s right, title and interest in and to all of the Assets (as defined in the Asset Purchase Agreement dated _____, 2017.

2. Representations and Warranties. Seller hereby covenants with Buyer that: (a) Seller is the lawful owner of the Assets with the free and unrestricted right to sell the same; (b) the Assets are free and clear of all liens, claims and encumbrances of any nature whatsoever; (c) Seller will execute and deliver such other documents and take such actions as Buyer may reasonably request from time to time to further evidence the transfer of the Assets as contemplated hereby.

3. Further Actions. Seller agrees to take all steps reasonably necessary to establish the record of Buyer’s title to the Assets and, at the request of Buyer, to execute and deliver further instruments of transfer and assignment and take such other action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer each of the Assets.

Seller has executed this Bill of Sale as of _____, 2017.

BURTON W. WIAND, RECEIVER FOR TRI-MED CORPORATION, TRI-MED ASSOCIATES INC., TMFL HOLDINGS, LLC, INTERVENTIONAL PAIN CENTER, PLLC, REJUVA MEDICAL AND WELLNESS L.L.C., AND REJUVA MEDICAL CENTER L.L.C.