

**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.

**BURTON W. WIAND, AS RECEIVER'S AFFIDAVIT IN SUPPORT OF MOTION TO
EXPAND SCOPE OF THE RECEIVERSHIP TO INCLUDE TMFL HOLDINGS, LLC**

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH)

Burton W. Wiand declares as follows:

1. I am an attorney with Wiand Guerra King P.L. in Tampa, Florida.
2. In the March 5, 2014, Order appointing receiver, the Court appointed me Receiver over defendants (a) Tri-Med Corporation ("**Tri-Med**") and (b) Tri-Med Associates, Inc. ("**TMA**") (collectively, the "**Receivership Entities**"). Attached as **Exhibits 1, 2, and 3** are true and correct copies of the Complaint, Amended Complaint, and the March 5, 2014, Order appointing me as Receiver (the "**Order Appointing Receiver**"), respectively.

3. I make this affidavit based on information personally known to me or gathered and investigated by others at my request and under my direction.

4. Some information has been redacted from exhibits to this affidavit to protect individuals' sensitive personal information or to comply with federal laws governing disclosure of medical information. Similarly, defrauded Tri-Med investors referenced in this affidavit are identified only by initials to protect their identity. None of the redactions, however, are material to this affidavit.

Investigation

5. By early afternoon on March 5, 2014, I had seized (a) an office used by the Receivership Entities located at 34931 U.S. Hwy 19, Suite 104, Palm Harbor, Florida (the "**Office**"), and the computers and files located in that office; (b) two storage units in Tampa, Florida; and (c) documents and computers from a home in which two of the Defendants reside in Lake Mary, Florida. I then obtained possession of other records of the Receivership Entities which had been stored at the home of Defendants Anthony N. Nicholas, Jr. ("**Defendant Nicholas Jr.**") and his son Anthony N. Nicholas, III ("**Defendant Nicholas III**") and had been removed from that home after I was appointed Receiver. Additional records were turned over to me by certain Defendants at my request pursuant to the Order Appointing Receiver.

6. I have been assisted in my investigation by my attorneys, forensic accountants, information technology experts, and others. Since I obtained control of the Receivership Entities, we have gathered information from numerous individuals associated with the Receivership Entities and related entities or other entities purportedly doing business with Receivership Entities, including officers, employees, sales people, accountants, and lawyers. We

have also spoken with a large number of Tri-Med investors. This process has resulted in the gathering of a significant amount of information.

7. Further, we have gathered a large number of “hard copy” and electronic documents, including all of the documents located in the Office; all of the documents stored on computers and email servers used by Defendants and others associated with the activities of the Receivership Entities; documents obtained from principals of the Receivership Entities; documents obtained from accountants and lawyers associated with Receivership Entities; documents obtained from other individuals associated with Receivership Entities, including sales agents; documents obtained from investors; documents obtained from financial institutions at which Receivership Entities and related individuals and entities held accounts; and documents obtained from a number of other non-parties.

8. I make this affidavit in support of my motion to expand this Receivership to include TMFL Holdings, LLC (“TMFL”). This affidavit sets forth facts establishing that Defendants defrauded investors and used the proceeds of that fraud to fund TMFL. In turn, Defendants used TMFL to acquire and renovate two parcels of real estate. Consistent with my obligations and duties under the Order Appointing Receiver, it is critical to add TMFL to this Receivership to protect defrauded investors and maximize the Receivership estate for their benefit.

Results Of My Investigation

9. My investigation has revealed that the verified allegations made by the Florida Office of Financial Regulation (“OFR”) in its complaints in this case are supported by the evidence. Indeed, Defendants’ fraudulent conduct was far more widespread than alleged by the OFR.

10. According to the forensic accountant assisting me with this investigation, Defendants raised approximately \$17 million from investors beginning in October 2011 through the sale of securities offered through Tri-Med.

11. Investors were solicited to buy and were offered securities through Tri-Med in the form of an “investment program” in which investors’ money purportedly would be used to buy medical-practice-related accounts receivable “backed” by Letters of Protection (“LOPs”).¹ Attached as **Composite Exhibit 21** are true and correct copies of some of the different versions of “investment” agreements used by Defendants that purportedly set forth the terms of the investment (the “**Investor Agreements**”).

12. In return for an investment in Tri-Med, an investor was promised (a) an assignment to the investor of 1 or more LOPs, depending on the amount of the investment; (b) payment to the investor of “interest” at rates that were above-market; and (c) a return of the investor’s principal investment once the medical receivable backed by the LOP purportedly assigned to that investor was satisfied or at the expiration of two years, whichever occurred first. *See id.*

13. Despite these representations, my forensic accountants have found that only approximately \$5 million of approximately \$17 million raised from investors was used to buy LOPs.

14. In fact, and without disclosing it to investors, as a matter of course Defendants usually took **40%** of the money invested in Tri-Med by investors for themselves as purported

¹ LOPs are contracts involving a patient, his or her attorney, and a medical services provider under which the patient and his or her attorney agree to pay the medical provider from the proceeds of any pre-suit settlement or lawsuit settlement or judgment the patient may obtain.

“expenses” and “overhead,” and, to a far smaller extent, to pay commissions to other sales people and pay “interest” to investors.

15. This is admitted to by Defendants in the “Accounting of Investor Funds” (the “**Accounting**”) filed by Defendant Jeremy Anderson (“**Defendant Anderson**”) with the Court on March 14, 2014, a true and correct copy of which is attached as **Exhibit 5** (along the top of the Accounting, it shows that 40% of “client investments” were supposedly earmarked for paying “Expenses and Overhead,” and a small part of that money was also used to make “interest” payments back to investors).

16. Similarly, Defendants did not disclose to investors that as a matter of course they would only earmark 60% of the money raised from investors for “working capital” to operate Tri-Med’s purported investment program. *See id.* (along the top of the Accounting, it states that 60% of “client investments” were supposedly earmarked, for “working capital”). As discussed above in paragraph 13, Defendants did not even meet this far-reduced number, and instead used only approximately \$5 million of the approximately \$17 million raised from investors to buy LOPs.

17. Also without disclosing it to investors, some of the investors’ money was used to buy real estate (including through TMFL Holdings, LLC); buy medical equipment (*see, e.g., Exhibit 6*, which contains true and correct copies of an invoice and negotiated check for medical equipment bought by Tri-Med); make purported “loans” to various individuals with ties to Defendants, including an employee of Tri-Med (*see Exhibit 7*, which is a true and correct copy of bookkeeping records retrieved from Defendants reflecting loans to Tri-Med employee Tim

Patrick²), an owner of a car service company (*see* **Exhibit 9**, which is a true and correct copy of a Promissory Note retrieved from Defendants' records), and a contractor (*see* **Exhibit 10**, which is a true and correct copy of a Promissory Note retrieved from Defendants' records); and for other unauthorized purposes.

18. In fact, the Accounting discloses that "loans" were even made to individuals who appear to be relatives of Defendants Nicholas Jr. and Nicholas III (*see* **Ex. 5** (disclosing outstanding loans to "Jim Nicholas" and "Nick Nicholas"))).

19. We also discovered evidence that some of the purported "loans" made with investors' money never actually occurred and instead the loan documents likely were fabricated to try to hide that at least some Defendants were taking additional investors' money out of Tri-Med for personal and unauthorized purposes.

20. For example, attached as **Exhibit 11** is a true and correct copy of a Promissory Note executed by a "Dr. Brad Meskerman" in favor of Tri-Med purportedly on February 19, 2014, in the amount of \$60,000 recovered from Tri-Med's records. However, according to the website of the Minnesota Health Licensing Boards, there is no medical doctor or chiropractor in Minnesota bearing that name. Further, although "Dr. Meskerman's" address is listed in the Note as 1755 Summit Lane, Minneapolis, Minnesota 55402, that address does not exist.

21. There is, however, a licensed chiropractor in Minnesota whose name is Dr. Bradley Meskimen and who is affiliated with Lakes Center for Chiropractic, P.A., in Minneapolis. *See* Minnesota Board of Chiropractic Examiners web page re. Bradley J. Meskimen, a true and correct copy of which is attached as **Exhibit 12**. Our discussions with Dr.

² Mr. Patrick is a Florida attorney who received a public reprimand from the Bar in 2007 and, at the time he worked as "risk manager" for Tri-Med, was suspended by the Bar from

Meskimen revealed that while he had referred at least one patient to a Minnesota medical clinic in which Defendant Anderson is heavily involved, Interventional Pain Center, PLLC, he was unaware of Tri-Med and never borrowed money from it. An affidavit executed by Dr. Meskimen confirming these facts is attached as **Exhibit 13**.

22. On February 19, 2014, a transfer of \$50,000 was made between two Wells Fargo bank accounts belonging to Tri-Med Corporation that contained a description of “50K Loan 1 Year Note Dr Brad Meskerman MN.” A true and correct copy of these bank statements is attached as **Composite Exhibit 14**. That same day, a check was issued from Tri-Med to “Balance” for \$50,000 containing a description in the check’s memo section of “Loan.” A true and correct copy of this check is attached as **Exhibit 15**. Our investigation showed that Balance is an entity operating a restaurant in Alpharetta, Georgia, and that Dr. Meskimen has no ties to it.

23. In fact, Defendants’ conduct was irregular and suspicious such that it caused the bank used to operate the purported “investment program” in 2011 and 2012, Bank of America, to unilaterally freeze Tri-Med’s accounts in the Fall of 2012. The bank notified Defendants that “[b]ased on a careful review of the account[s], we have made the decision that the funds will not be remitted to you.” See **Composite Exhibit 16**, which contains true and correct copies of correspondence from Bank of America to Tri-Med which we obtained from the bank. Although the bank later remitted the money to Defendants, it barred them from continuing to do business at the bank.

24. An October 26, 2011, email exchange between Defendants Anderson and Irwin Ager (“**Defendant I. Ager**”) shows that from the beginning there were concerns that Tri-Med

practicing law. See **Composite Exhibit 8**, which are true and correct copies of reports and orders from Florida Bar disciplinary proceedings against Mr. Patrick.

was a scam. Attached as **Exhibit 17** is a true and correct copy of that email, which was retrieved from Defendants' records.

25. Defendant Anderson's statements in the email that (a) accounting firm Hacker, Johnson & Smith P.A. was being used to audit the investments; (b) law firm Broad & Cassel had been retained to represent the business; and (c) law firm Marlowe McNabb would hold all investors' money in trust were all **false**. See **Exhibit 18** (which is a true and correct copy of an affidavit from a principal of Hacker, Johnson & Smith P.A. attesting to these matters); **Exhibit 19** (which is a true and correct copy of an affidavit from attorney Matthew Thompson of Broad & Cassel attesting to these matters); see *infra* ¶ 44, Ex. 36 (discussing that Marlowe McNabb only received approximately \$2.8 million even though investors invested approximately \$17 million with Tri-Med).

Defendants' Other Fraudulent Material Misrepresentations And Omissions To Investors

26. Aside from the material misrepresentations and omissions to Tri-Med investors discussed above, Defendants made many more.

27. Attached as **Composite Exhibit 4** are true and correct copies of 4 LOPs purportedly purchased by Tri-Med and retrieved from Defendants' records. On their face, each LOP prohibits the relevant medical services provider from transferring or assigning them to Tri-Med or Tri-Med's investors. Nevertheless, according to Tri-Med's records, Defendants purported to assign each of them to one of four Tri-Med investors: R.G., J.W., M.E., and R.J., respectively. These are just 4 examples, and this happened on a number of other occasions. We have not uncovered any evidence showing this was ever disclosed to investors.

28. Tri-Med also misrepresented to investors and potential investors on its website, in Investor Agreements, and in flyers used to solicit investors that the Tri-Med investment was

“registered with and operates as an exempt security, as reviewed by the [OFR]” or similar false language. Attached as **Exhibit 20** is a true and correct copy of a cached version of TMA’s website as of September 24, 2013, with false registration language at the end; attached as **Exhibit 21** are true and correct examples of Investor Agreements retrieved from Defendants’ records, some of which have false registration language; **Exhibit 22**, which is a true and correct copy of a solicitation flyer used to solicit Tri-Med investors and provided to us by a Tri-Med investor and contains false registration information. The Tri-Med investment was never registered with OFR, and OFR has never given any indication that it was exempt from registration.

29. Advertisements, flyers, and other solicitation materials used by Defendants also contained material misrepresentations. For example, attached as **Exhibit 23** is a true and correct copy of an advertisement run by Defendants in the December 10, 2013, Tampa Tribune (the ad names Assured Financial Group, LLC, which was one of the agents used to solicit investors). The ad misrepresented that “every investment is backed by a major insurance company.” In truth, the LOPs Defendants bought with investors’ money were not “backed” by any insurance company as there was no guarantee that any insurance company would pay all or even part of the medical accounts receivable associated with those LOPs.

30. In fact, Defendant I. Ager admitted this in an email to Defendant Eric Ager (“**Defendant E. Ager**”) and certain sales people used to solicit investments for Tri-Med. Attached as **Exhibit 24** is a true and correct copy of that email, which was retrieved from Defendants’ records. In that email, I. Ager wrote (emphasis in original),

The only way that you can convince people today is with “the safety of this investment” The absolute magical words are; *(Which technically you cannot say!)* “**This is an insured investment**”.

SO – Although technically, it is not, telling people that their principle [sic] is going to be paid by “**A Major Insurance Company**” is exactly what they want to hear!

31. Similarly, attached as **Exhibit 25** is a true and correct copy of a solicitation flyer used to solicit Tri-Med investors and provided to us by a Tri-Med investor. Aside from misrepresenting that the investment was “backed by a major insurance company,” it also misrepresented that Tri-Med was an “Accredited Business” by the Better Business Bureau. Attached as **Exhibit 26** is a true and correct copy of a printout from the Better Business Bureau website showing that Tri-Med was not accredited.

32. Further, as discussed in the next paragraph, the flyer also misled investors by comparing the Tri-Med investment to bank Certificates of Deposit. *See also Exhibit 22*, which is a true and correct copy of a solicitation flyer used to solicit Tri-Med investors and provided to us by a Tri-Med investor.

33. Potential Tri-Med investors also received solicitation letters such as the one attached as **Exhibit 27**, which was retrieved from Defendants’ records. This solicitation letter contained numerous misrepresentations, including that investments in Tri-Med were as safe as bank CDs and that they were “considered safe enough, even for the most conservative of investors;” that investors’ principal investments were “backed” and “paid” by a “major insurance company”; and that “every possible precaution has been taken to ensure the complete protection of your money in this investment.”

34. It also misrepresented that Tri-Med worked with “large hospitals.” The truth is the vast majority of LOPs were purchased from only 3 sources. Of those three sources, one was a medical services provider in Minnesota with which Defendant Anderson is intimately involved called Interventional Pain Center, PLLC (“**IPC**”). IPC not only received Tri-Med investors’ money to purchase LOPs, but also for other unauthorized purposes.

35. The other sources were several clinics owned by Drs. Eric Groteke and Glen Pettersen. Drs. Groteke and Pettersen had a very close relationship with Defendants which included other “business ventures” and they and/or their entities received Tri-Med investors’ money for unauthorized purposes which were unrelated to the purchase of LOPs. For example, they received a large “loan” from Tri-Med as reflected in the document attached as **Exhibit 28**, which is a true and correct copy of a Promissory Note executed by various entities associated with Drs. Groteke and Pettersen, including Visum Management, LLC, in favor of Tri-Med Corporation in the amount of \$500,000, with an effective date of January 14, 2013. This document was retrieved from the public docket of the bankruptcy proceeding involving those entities.

36. The relationship between Defendants and Drs. Groteke and Pettersen also shows that contrary to representations to investors, investments in Tri-Med were far from safe. In January of this year, entities associated with Drs. Groteke and Pettersen filed for bankruptcy. *See, e.g., In re Visum Management, LLC*, Consolidated Case No. 8:14-bk-00469-MGW (Bankr. M.D. Fla.). Among these bankrupt entities are ones from which Tri-Med bought LOPs and the one to which Tri-Med made the “loan” discussed in the previous paragraph. Obviously, Tri-Med’s interests and, more specifically, investors’ money are at great risk as a result of the bankruptcy filing.

37. The solicitation letter discussed above in paragraph 33 included as an attachment a list of “Major Hospitals” from which Tri-Med purportedly bought LOPs. On or about January 10, 2014, however, Defendants received a cease-and-desist letter from an attorney for seven hospitals listed on that list (a) stating that Defendants’ portrayal of a business relationship with the hospitals was false; (b) stating that Defendants’ conduct violated both Florida and federal

law; and (c) demanding that Defendants immediately cease and desist this conduct. A true and correct copy of this letter is attached as **Exhibit 29**.

38. Attached as **Composite Exhibit 30** are true and correct copies of several letters provided to Tri-Med investors confirming recent investments with Tri-Med. These letters were retrieved from Defendants' records.

39. In relevant part, the letters state that "your funds have been placed in an FDIC Insured Trust Account under the control and direction of one of Florida's most respected law firms, Marlowe McNabb P.A...." As shown below in paragraph 44, this representation was **false**.

40. The letter also explained that "the physician's lien on the insurance company proceeds [(i.e., the physician's rights under an LOP)] will be reassigned to you. Your financial professional will deliver a Lien Certificate detailing the amount due and insurance company responsible." This too was **false** on a number of occasions.

41. For example, investor A.G. invested a total of \$50,000 in May 2013. Attached as **Composite Exhibit 31** are true and correct copies of the investor agreements he executed for and correspondence he received from Tri-Med relating to those investments, all of which were retrieved from Defendants' records. Those documents represented that the invested funds would be used to purchase LOPs.

42. Investor A.G. then received "Assignment of Interest" certificates from Defendants which purported to assign to him several LOPs and identify the insurance companies that purportedly "backed" (or would pay) the medical receivables. Attached as **Exhibit 32** is a true and correct copy of one of those certificates, which was retrieved from Defendants' records.

Defendants' records, however, reflect that there was no LOP that was assigned to A.G. under this "certificate" and that Defendants made up an insurance company to list on that certificate.

43. Similarly, Defendants' sales pitches to investors included a letter from attorney Stephen Marlowe ("**Attorney Marlowe**") of the Marlowe McNabb firm mentioned above in paragraph 25 to Defendant Anderson. Among other things, that letter explained that "[a]ll funds received by or through Tri Med from investors will be deposited into a Marlowe McNabb Trust Account established for this purpose" and that Marlowe McNabb would "pay medical providers for the LOPs." Attached as **Exhibit 33** is a true and correct copy of this letter, which was retrieved from Defendants' records. As shown below in paragraph 44, this representation also was **false**.

44. Although Defendants raised approximately \$17 million from investors for Tri-Med, a register for the Marlowe McNabb trust account that was to hold Tri-Med investors' money produced by Marlowe McNabb shows that only \$2,807,444.75 was ever deposited into that account. Attached as **Exhibit 34** is a true and correct copy of that register.

45. The letter sent to investors discussed above in paragraph 33 also indicates at the bottom that investments at Tri-Med were "backed and paid by a major insurance company." As explained in paragraphs 29, 33, and 40 above, these representations also were false.

46. Attached as **Exhibit 35** is a true and correct copy of a document entitled "Legal Principals of Trimed Corporation" that was used as part of the sales pitch made to potential Tri-Med investors. This document was retrieved from Defendants' records. The document states that "John A. Schifino" serves as Tri-Med's "Securities Attorney." This representation also was **false**. Not only does John Schifino not practice securities law, but neither his past nor present law firm has ever represented Tri-Med or any of the other Defendants. Attached as **Exhibit 36** is

a true and correct copy of an affidavit executed by William J. Schifino, Jr., President of Williams Schifino Mangione & Steady, P.A. (“**Williams Schifino**”), which was John Schifino’s prior law firm, and the Tampa Managing Partner of Burr & Forman, LLP (“**Burr & Forman**”), which is John Schifino’s present firm. Mr. Schifino attests that neither Tri-Med nor any of the other Defendants have ever been clients of either Williams Schifino or Burr & Forman.

47. Also included in the sales pitch materials used to solicit investors in Tri-Med was a “legal opinion letter” purportedly authored by attorney Matthew Thompson from Florida law firm Broad & Cassel. A true and correct copy of this letter is attached as **Exhibit 37**. This letter purports to provide a legal opinion that the Tri-Med securities offered and sold by defendants were exempt from registration with Florida and federal securities regulators.

48. This letter, however, is a forgery and neither Tri-Med nor any of the other Defendants were ever clients of Broad & Cassel. *See Ex. 19* (affidavit from attorney Matthew Thompson of Broad & Cassel attesting to these matters).

Securities Lawyers Advised Defendants Their Conduct Was Unlawful

49. In both 2012 and 2013, Defendants were told by securities lawyers retained on behalf of Tri-Med that their conduct was unlawful.

50. Attached as **Exhibit 38** is a true and correct copy of a memorandum prepared by Tri-Med’s securities lawyers at Stoel Rives LLP and provided to Tri-Med and other Defendants on or about December 7, 2012 (the “**Legal Memo**”). The Legal Memo was retrieved from Defendants’ records.

51. Among other things, the Legal Memo states that Defendants were violating securities laws by, among other things, not providing full and fair disclosure of information to investors; making inaccurate or misleading representations; advertising the Tri-Med “investment

program” in newspapers and on Tri-Med’s website; failing to register the securities and certain entities and individuals; and paying unlawful commissions. *See id.* at 6-11.

52. The Legal Memo also stated that:

- a. “Tri-Med and its principals have potential exposure to liability for claims by purchasers, as well as exposure for sanctions by Federal securities regulators” (*id.* at 6);
- b. “Until the Investors are repaid in full, the only way to eliminate the potential claims by purchasers would be to conduct a rescission offer to all prior purchasers who purchased” investments from Tri-Med (*id.* at 9);
- c. “Florida securities regulators could impose sanctions, require a rescission offer or pursue other civil or criminal liabilities” (*id.* at 10); and
- d. “Tri-Med should discontinue all offers and sales of [investments]...immediately” (*id.* at 10).

53. On December 4, 2013, Defendants Anderson and E. Ager received from Stoel Rives attorney Laurie Houtari an email stating, in relevant part, that “[y]ou still have all of the problems outlined in our [Legal Memo] ... and our recommendation remains that you shouldn’t sell securities ... unless you are doing everything else we recommend in our memo to comply with the securities law.” A true and correct copy of that email is attached as **Exhibit 39**. The email included as an attachment another copy of the Legal Memo. The email and attachment were retrieved from Defendants’ records.

**After Receiving The Securities Lawyers’ Advice,
Defendants Merely Pretended To Stop Soliciting Investments**

54. Emails recovered from Defendants establish that although they told Attorney Marlowe and a sales agent that Tri-Med had stopped accepting money from investors in light of the recommendations and warnings in the Legal Memo, those representations were **false**.

55. For example, attached as **Exhibit 40** is a true and correct copy of an email chain and attachment spanning from July 2 to July 8, 2013, retrieved from Defendants’ records. As

part of the email chain, Attorney Marlowe wrote to Defendants Anderson and Nicholas Jr. that he had a recent phone conversation with an individual investor “solicited to invest in TriMed.... To make it even worse, [sales agent Bill Gross] ... is apparently advertising this very heavily in newspapers and Gross was on a radio show promoting this investment.... How is this happening and what do we need to do about it?”

56. In response, Defendant Anderson wrote a letter to Gross on July 2, 2013, falsely telling him that Tri-Med had stopped accepting money from investors on January 1, 2013. *See Exhibit 41*, which was retrieved from Defendants’ records.

57. In reality, my forensic accountants have discovered that between January 1 and July 1, 2013, Defendants raised approximately **\$3,244,359** from investors. *See also Ex. 31* (which is an example of one of many Investor Agreement executed during the time Defendants purportedly were not accepting new investors).

58. The email chain discussed in paragraph 55 above includes a July 8, 2013, email from the potential investor who spoke to Attorney Marlowe to Defendant E. Ager “demand[ing] a complete explanation” why Defendant E. Ager was soliciting him to invest in Tri-Med when Attorney Marlowe had said that Tri-Med had been closed to new investors on January 1, 2013.

59. Shortly afterwards, Defendants Anderson, E. Ager, and I. Ager had another series of email communications, a true and correct copy of which as retrieved from Defendants’ records is attached as **Exhibit 42**. Those emails concerned Defendant Anderson’s representations to Attorney Marlowe that Defendants had stopped accepting investor money. In a January 10, 2013, email to Defendant I. Ager, Defendant Anderson admitted that was **not true**:

As far as Marlowe goes, [a]ll he wants to hear and know is that we are not soliciting [sic] investors, we being trimed, because that is what Stoel Rives recommended. He holds money in trust from Trimed and he gets the money from Trimed, to him it’s Trimed’s money and that is all he wants to know. If we tell

him its john doe's money then he doesn't want it because he wants to only hold money for Trimed given to him by Trimed.

Defendants And Their Entities (Other Than Tri-Med) Received Millions Of Dollars

60. My forensic accountants have also made some preliminary findings about how much money Defendants paid themselves. Specifically, Defendants, individually or through their entities (other than Tri-Med) directly received or benefitted from **over \$4.4 million**.

TMFL Holdings, LLC

61. Our investigation has revealed that Defendants used money raised from investors through Tri-Med to fully fund another entity, TMFL Holdings, LLC, a Florida limited liability company that was controlled and operated by certain Defendants.

62. TMFL was formed on September 12, 2013, by Defendant Nicholas III. A true and correct copy of the Articles of Organization (the "**Articles**") obtained from the website of the Florida Department of State are attached as **Exhibit 43**.

63. The Articles list TMFL's principal office as 3520 Woodridge Parkway, Palm Harbor, Florida. During the relevant time period, that address was also the residence of Defendant Nicholas III and his father, Defendant Nicholas Jr. (title to that property was recently conveyed to an institutional lender after its successful foreclosure).

64. Attached as **Exhibit 44** is a true and correct copy of the "Personal Financial Statement prepared for Anthony Nicholas, III," which was filed by Defendant Nicholas III with the Court on or about March 14, 2014. In the "Business Assets" section on page 1, Defendant Nicholas III disclosed that he holds 100% ownership of TMFL and 50% ownership of Tri-Med.

65. Further, TMFL's Registered Agent is listed as Attorney Marlowe of Marlowe McNabb, which as discussed above in paragraphs 25, 39, and 43, is the law firm that investors were falsely told would hold their money in trust.

66. Beginning shortly after its formation, TMFL was funded with a series of transfers of money from Tri-Med which totaled over \$450,000. Following is a table of these transfers as reflected in the banking records of Tri-Med and TMFL:

Date	Amount	Tri-Med Source Account
09/23/13	\$100,000.00	Tri-Med Corporation Wells Fargo Account # XXXXXX0057
10/28/13	\$145,000.00	Tri-Med Corporation Wells Fargo Account # XXXXXX0057
11/06/2013	\$175,298.41	Tri-Med Corporation Wells Fargo Account # XXXXXX0057
01/15/2014	\$30,000.00	Tri-Med Corporation Wells Fargo Account # XXXXXX0057
TOTAL	\$450,298.41	

67. A true and correct copy of the Tri-Med bank account statements reflecting these transfers are attached hereto as **Composite Exhibit 45**.

68. As shown in the above table, the source of these transfers was Tri-Med's account at Wells Fargo Bank ending with 0057. That account was the account in which the vast majority of funds from Tri-Med's investors were deposited.

69. As part of my investigation, we obtained copies of TMFL's bank account records. Those records reflect that the only money deposited into the TMFL accounts were the above transfers from Tri-Med.

70. The majority of the money transferred from Tri-Med to TMFL was then used to purchase the following two parcels of residential real estate. No other money was used to buy the properties, and after the purchase the properties were titled in TMFL's name:

- a. 11029 117th Street, Seminole, FL 33778; and


b. 9035 St. Regis Lane, Port Richey, FL 34668

(collectively, the “**TMFL Properties**”). True and correct copies of the closing documents for each of the TMFL Properties are attached hereto as **Composite Exhibit 46** (showing total amount due of \$89,891.38 for Seminole property and checks written from TMFL account used to pay purchase price) and **Composite Exhibit 47** (showing total purchase price of \$38,399.96 for Port Richey property and payment of that amount through wire from TMFL Wells Fargo account ending with 2393).

71. These closing documents establish the money used to buy the TMFL Properties came solely from TMFL, which in turn as explained above in paragraph 66, came from Tri-Med.

72. Other money that was transferred from Tri-Med to TMFL was used to make tens of thousands of dollars in renovations to each of the TMFL Properties. *See **Composite Exhibit 48.***

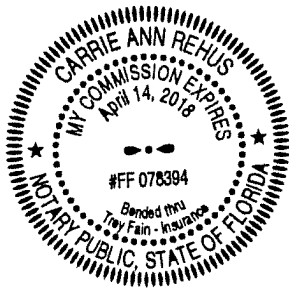
FURTHER AFFIANT SAYETH NAUGHT.


Burton W. Wiand

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgements in the state aforesaid and in the county aforesaid, BURTON W. WIAND personally appeared to me, who is personally known to me to be the person described herein and executed the foregoing and acknowledged before me that he executed the same.

SWORN TO AND SUBSCRIBED before the undersigned this 28th day of April, 2014.




NOTARY PUBLIC

Print name: Carrie Ann Rehus
My Commission Expires: April 14, 2018

EXHIBIT 1

**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.:

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

Defendants.

**VERIFIED COMPLAINT FOR TEMPORARY AND PERMANENT
INJUNCTION, APPOINTMENT OF RECEIVER,
AND OTHER STATUTORY AND ANCILLARY RELIEF**

Plaintiff, State of Florida, Office of Financial Regulation (“OFR”) files this Verified Complaint, which is further supported by additional affidavits and documents contained within its Notice of Filing Index to Supporting Exhibits and Affidavit of Sources (to be concurrently filed in this matter), and alleges as follows with respect to the Defendants:

SUMMARY OF CLAIM

1. Since 2011, the Defendants have schemed to offer and sell \$13 million in unregistered securities in the form of investment agreements through Defendant Tri-Med

Corporation in violation of the registration and anti-fraud provisions of Chapter 517, Florida Statutes. The Defendants used false claims and purported above market rates of return to lure customers into investing in medical practice related accounts-receivable securitized by "Letters of Protection." Only a small portion of the \$13 million raised from investors has been used to purchase medical practice accounts receivable. Instead, the Defendants used the funds to pay off earlier investors or disbursed the funds among themselves. Based on investor interviews and bank account records, the evidence indicates that since October 2011, the Defendants have lured at least 232 investors to invest in excess of \$13 million in the Tri-Med Corporation Letters of Protection investment program. Despite this inflow, the Defendants have transferred only \$2.8 million to a law firm trust account as specified in each investor's written investment contract. The remaining \$10.2 million was never placed into the law firm trust account as the Defendants claimed it would be. Of the remaining \$10.2 million, merely \$4 million is on deposit in Tri-Med Corporation accounts as of February 10, 2014. The remaining \$6.2 million has been spent on the personal expenses of the Defendants and on other expenses not related to the Letters of Protection investment program. Throughout 2013, some of the investors with matured purported Letters of Protection investments have been rolled into new purported Letters of Protection investments, while others who chose to close out their investment(s) were paid off with funds provided by new investors. New investors and rolled over investors are not apprised of the true insolvent nature of the operation. Unless enjoined and placed in receivership, the Defendants will continue to solicit new investors and continue to disperse funds to themselves.

JURISDICTION AND VENUE

2. This action is within the jurisdiction of this Court under Article V, Section 5(b) of the Constitution of the State of Florida, which identifies circuit court jurisdiction, and by operation of § 26.012(2)(c) and (3), Florida Statutes, which identifies Circuit Court jurisdiction in cases in equity and authorizes the issuance of injunctions.

3. This action is specifically authorized by § 517.191(1), Florida Statutes, which authorizes the OFR to bring this action before this Court to enjoin violations of Chapter 517, Florida Statutes.

4. This action is specifically authorized by § 517.191(2), Florida Statutes, which provides for the appointment of a statutory receiver, and by the Court's inherent equitable power to appoint a receiver.

5. This action seeks restraint of acts and practices of the Defendants that have occurred, are occurring or are about to occur in and from Pinellas County, Florida, and from counties throughout the State of Florida.

6. Venue is appropriate in Pinellas County, Florida, as Tri-Med Corporation is principally located in Pinellas County and Tri-Med Corporation issued securities from and accepted deposits to offices within Pinellas County.

PARTIES AND CORPORATE RELATIONSHIPS

7. Plaintiff OFR is the State of Florida agency responsible for the regulation of the securities industry pursuant to §§ 20.121(3)(a)2., and 517.03, Florida Statutes.

8. Defendant Tri-Med Corporation (“Tri-Med”) is registered as an active Florida corporation with a principal address of 34931 U.S. Hwy 19 Suite 104, Palm Harbor, Florida, 34684.

9. Defendant Tri-Med Associates, Inc. (“TMA”) is registered as an active Delaware corporation with a principal address of 801 International Parkway, Lake Mary, Florida 32746. TMA, on its website, listed itself as “... the marketing arm of Tri-Med Corporation and Tri-Med Corporation is in the sole business of paying hospitals and surgery centers cash for their account [sic] receivable from insurance companies.”

10. Defendant Jeremy Anderson, (“Anderson”) is an individual with a last known residence in the State of Minnesota.

11. Anderson is listed in filings with the Florida Secretary of State as a director and the president of Tri-Med.

12. Defendant Anthony N. Nicholas, III (“Nicholas”) is an individual with a last known residence in Pinellas County, Florida.

13. Nicholas is listed in filings with the Florida Secretary of State as a director of Tri-Med and secretary and treasurer.

14. Defendant Eric Ager (“E. Ager”) is an individual with a last known residence in Pinellas County, Florida.

15. E. Ager is the Tampa Sales Director for Tri-Med.

16. Defendant Irwin Ager (“I. Ager”) is an individual with a last known residence in Seminole County, Florida.

17. I. Ager is the Central Florida Sales Director for Tri-Med.

18. Teresa Simmons Bordinat, a/k/a Teresa Simmons, (“Simmons”) is an individual with a last known residence in Seminole County, Florida.
19. Simmons is listed in filings with the Florida Secretary of State as the director and president of TMA.
20. Non-party Wells Fargo Bank, N.A. (“Wells Fargo”) is a national chartered bank based in San Francisco, California, with offices in Florida.
21. Non-party Marlowe McNabb P.A. (“Marlowe McNabb”) is a Florida law firm based in Tampa, Florida.
22. Non-party Homebanc N.A. (“Homebanc”) is a national chartered bank based in Tampa, Florida

THE SALE OF THE INVESTMENT PLAN

23. The Defendants have engaged in the offer and sale of what appears to be in excess \$13 million in investment agreements to 232 Florida investors.
24. The Office has obtained sworn affidavits from 15 Florida investors. Several of these investors rolled over these investment agreements in 2013 when the original investment agreements matured.
25. Sales have been principally made to elderly investors searching for ultra conservative investments.
26. According to investors and independent sales agents, E. Ager and I. Ager are the two principle marketing and sales personnel for Tri-Med.
27. E. Ager and I. Ager made sales directly to investors and provided the training to the independent sales agents who sold the Tri-Med investment to the investors.
28. TMA is the marketing arm of Tri-Med.

29. TMA markets the Tri-Med investment by placing newspaper advertisements, direct mailings, and through the independent sales agents contact lists as well as the independent sales agents placing advertisements or sending direct mail in the format provided by or instructed by Tri-Med, TMA and I. Ager and/or E. Ager.

30. Tri-Med purports to buy accounts receivable backed by Letters of Protection from medical providers, including doctors and hospitals.

31. TMA's website states, in part:

- a. "Hospitals and surgery centers no longer have to carry unpaid receivables for many months because of the available cash from Tri-Med Corporation."
- b. "Tri-Med Corporation works with investor money to purchase account receivables [sic] backed by letters of protection (LOPs or liens) from major healthcare providers."
- c. "Our investment program allows investors to receive a better return on their funds. Interest payments are made on a monthly, direct deposit. Terms are almost always less than 24 months. It's the perfect program for knowledgeable investors."

32. Contrary to the above representations, Tri-Med uses less than 25% of investor monies to buy accounts receivable backed by Letters of Protection from healthcare providers. The majority of investor funds have been used by Tri-Med's principals for their own personal expenses.

33. Additionally, the Defendants fail to tell investors that the “interest payments” the investors will receive are actually the investors’ own funds or the funds of other investors being paid out to them to give the illusion of “interest payments.”

34. TMA’s website further claimed:

This investment has been registered with and operates as an exempt security, as reviewed by the Florida Office of Financial Regulation.

35. Contrary to this representation, the investment has never been registered with the OFR. Further, it was never submitted by any of the Defendants to the OFR for review.

36. Tri-Med informs investors and potential investors that it buys accounts receivable backed by Letters of Protection from the following hospitals:

- a. Sarasota Memorial
- b. Blake Medical Center of Bradenton
- c. Northside Hospital and Heart Institute
- d. St. Vincent’s Hospital, Jacksonville
- e. Lakeland Regional Medical Center
- f. North Florida Regional Medical Center
- g. Memorial Hospital of Tampa
- h. Palms of Pasadena Hospital, St. Petersburg
- i. Town and Country Hospital

37. Hospital Corporation of America (“HCA”) operates all of the above listed hospitals except:

- a. Sarasota Memorial
 - b. St. Vincent's Hospital, Jacksonville
38. HCA denies selling any accounts receivable to Tri-Med at any time.
39. St Vincent's Hospital in Jacksonville, Florida denies selling any accounts receivable to Tri-Med at any time.
40. Sarasota Memorial has not responded to an inquiry of whether they have ever sold any accounts receivable to Tri-Med.
41. Tri-Med informs investors and potential investors that it buys accounts receivable backed by Letters of Protection from the following Surgery Centers:
- a. Boca Raton Surgery Center
 - b. Emerald Coast Surgery Center, Ft. Walton Beach
 - c. Medical Partners Surgery Center, Jacksonville
 - d. Citrus Surgery Center
 - e. Orlando center [sic] for Surgery
 - f. Indian River Surgery Center
 - g. Physician's Surgical Care Center, Winter park [sic]
42. Surgical Care Affiliates ("SCA") operates, all of the above listed surgical centers in Florida.
43. SCA denies any of its affiliates sold any accounts receivable to Tri-Med at any time.
44. Tri-Med informs investors and potential investors that it buys accounts receivable backed by Letters of Protection from the following doctors:
- a. Dr. Jeffrey H. Oppenheimer – Neurosurgeon.

- b. Dr. Barry Shapiro, Orthopedic Surgeon.
- c. Dr. Gerard D'Ariano – Orthopedic Surgeon.
- d. Dr. Gerarg [sic] D'Ariano -- Orthopedic Surgeon. This appears to be a misspelling of Dr. Gerard D'Ariano, listed above.
- e. Dr. Scott Katzman – Orthopedic Surgeon.
- f. Dr. Robert Mills – Orthopedic Surgeon.
- g. Dr. Monica McPhail-Pruitt – Anesthesiologist.
- h. Dr. Behnam Meyers [sic] – Osteopathic Physician. This appears to be a misspelling of Dr. Behnam Myers.
- i. Dr. William Wilcox – Osteopathic Physician.
- j. Dr. Jon Ehrich – Osteopathic Physician.
- k. Dr. Edwin Maldonado – Doctor of Medicine.
- l. Dr. Christine Schleter – Doctor of Chiropractic.
- m. LewJack Dorance – Physician Assistant, Certified.
- n. Luciano Barketta [sic] – Physician Assistant, Certified. This appears to be a misspelling of Luciano Barletta.
- o. Denise Andrade – Physician Assistant, Certified.
- p. Michael Wycocki [sic] – Physician Assistant, Certified. This appears to be a misspelling of Michael Wycoki.
- q. Bill Holt, Director of Physical Therapy – Advanced Orthopedics.
- r. Dr. Eric Groteke – Diagnostician and Doctor of Chiropractic.

- s. Dr. Glen Petterson [sic] – Diagnostician and Doctor of Chiropractic. This appears to be a misspelling of Dr. Glen Pettersen.

45. Of the above identified doctors, all but 5 deny selling accounts receivable to Tri-Med at any time.

46. Of the remaining 5 doctors:

- a. Dr. William Wilcox is no longer licensed in the State of Florida. His license expired December 31, 1987. Making it unlikely he sold any accounts receivable backed by Letters of Protection he may have had as they would have been at least 23 years old when the Defendants began this investment scheme.
- b. Dr. Eric Groteke stated he did sell accounts receivable backed by Letters of Protection to Tri-Med during the “first quarter of the year” but none after that.
- c. The remaining 3, listed below, have not responded to inquiries whether they have ever sold accounts receivable to Tri-Med.
 - i. Dr. Robert Mills
 - ii. Dr. Jon Ehrich
 - iii. Dr. Glen Pettersen

47. The general theme throughout the Tri-Med advertising is:

- a. The investor will receive an annual percentage rate (APR) of between 5% -8% (depending upon the advertisement)
- b. That it is “PAID MONTHLY”

- c. A comparison of the offered APR to that of a CD paying “about 1.5% APR”
- d. The investment is “SAFE” or “EVERY DOLLAR is backed by a MAJOR INSURANCE COMPANY!”

48. The Defendants tell investors that all investor monies are kept in an attorney’s trust account that is FDIC insured prior to the purchase of Letters of Protection that meet Tri-Med’s purchase criteria.

49. Contrary to the above representation, less than 25% of the investors’ funds have been sent to the law firm.

50. Additionally, the Defendants state that Tri-Med backs each Letter of Protection investment and that if an account receivable backed by a Letter of Protection is not paid within the 24 month period or if the amount received is less than the full amount of the account receivable backed by a Letter of Protection, then Tri-Med will pay to the investor, the difference so the investor will receive the full amount of the investors original investment, in addition to the interest paid.

51. Investors make payment of their principal investment to Tri-Med.

52. In return, the investors receive an investment agreement in the form of a document titled “Monthly Income Agreement /Receipt.”

53. The investment agreements provide that:

- a. Tri-Med will pay the investor a specified fixed rate of interest, between 5% - 8% depending upon the specific investment agreement, in monthly installments in exchange for their investment.

- b. “Until an appropriate case is identified and funded, Investor funds will be **held in trust at the law firm of Marlowe McNabb, P.A. ... under the sole control of Stephen D. Marlowe.**
 - c. Investors do not have any “right, power or ability to influence the selection of appropriate cases.”
 - d. If a case takes longer than 24 months to settle, the investor can choose to continue receiving monthly payments or the investor can demand the “immediate return of the amount initially invested and allocated to that particular case.”
 - e. If the underlying case is dropped or lost in litigation, Tri-Med “agrees to immediately replace the current [Letter of Protection] with an equivalent [Letter of Protection]”.
54. Some investment agreements, contain a disclosure stating in part:
- THIS INVESTMENT HAS BEEN SUBMITTED TO THE
STATE OF FLORIDA OFFICE OF FINANCIAL
REGULATION AS AN EXEMPT SECURITY.**
55. Contrary to this representation, the investment agreements have not been submitted to the Office.
56. The investment agreements incorporate a receipt for the investors’ funds.
57. The investors subsequently receive a confirmation letter from Tri-Med thanking them for their deposit into the “TriMed Investment Program”.
58. The confirmation letter proceeds to inform the investor that:

Your funds have been placed in an FDIC Insured Trust Account under the control and direction of one of Florida's most respected law firms, Marlowe McNabb P.A.

59. Contrary to the above representation to the investors, of the \$13 million received from investors, Tri-Med has placed only \$2.8 million into the Marlowe McNabb P.A. Trust Account.

60. The confirmation letter then provides that “[w]ithin approximately sixty to ninety days, the physician’s lien on the insurance company proceeds will be reassigned to you. ... As promised you will receive your first interest check on [the first of the month following the date of the investment] and on the 1st day of each month thereafter, until the case has settled and your principle [*sic*] is returned in full.”

61. The Defendants fail to inform the investors that in actuality the investor will begin receiving interest checks from their own and/or other investors’ funds.

62. Investors subsequently receive an “Assignment of Interest” from Tri-Med in the purported accounts receivable backed by a Letter of Protection that Tri-Med purchases from the medical providers (“Assignment of Interest”).

63. The Assignments of Interest received by the investors equal the total amount invested.

64. The Assignment of Interest contains name of the insurance company that is responsible for the particular Letter of Protection claim.

65. The OFR contacted 2 of the insurance companies named within the various Assignments of Interest given to investors.

66. Both of the contacted insurance companies denied sending any payments to Tri-Med.

67. Contrary to the above claims of legitimate business, the Defendants have operated and are operating a classic Ponzi scheme. Since 2011 approximately \$13 million of new and reinvested investor money was used to pay the claims for principal and interest to investors. These disbursements lulled investors into the false belief that Tri-Med was and is operating as represented, when in fact it is not.

THE FLOW OF FUNDS

68. Between October 2011 and November 2012, Tri-Med operated up to 13 various accounts at Bank of America.

69. In October 2012, Tri-Med opened 12 accounts at a Wells Fargo Florida branch office.

70. Funds originally remaining within the Bank of America accounts at their closing were transferred to Wells Fargo Accounts.

71. In October 2013, Tri-Med opened an additional account at a Wells Fargo Florida branch office.

72. All 13 accounts remain active.

73. Checks, drafts and wires payable to Tri-Med are currently deposited into one of Tri-Med's Wells Fargo accounts.

74. Tri-Med currently moves monies, made up mostly from investor deposits, amongst its 13 Wells Fargo Accounts.

75. Nicholas is a signatory on all of the Wells Fargo accounts.

76. Anderson is a signatory on 2 of the Wells Fargo accounts.

77. Tri-Med's bank account records from account opening through October 2013, have been analyzed by the OFR and indicate the following:
- a. Investors' funds are deposited \$13,074,661.42 into Tri-Med's accounts.
 - b. An additional \$2,230,001.44 was deposited into Tri-Med's accounts from other sources.
 - c. The total income into Tri-Med's Wells Fargo Accounts is \$15,304,662.86.
 - d. Tri-Med has spent \$11,032,545.63, the majority of which is investor monies.
 - e. Tri-Med sent only \$2,844,395.52 of the \$13,074,661.42 raised from investors to Marlowe McNabb, P.A.
 - f. TMA received \$1,560,320.76 from Tri-Med
 - g. Anderson received \$304,605.93 from Tri-Med.
 - h. Nicholas received 732,852.87 from Tri-Med.
 - i. As of February 10, 2014, Tri-Med's cumulative balances at Wells Fargo were \$4,064,872.84.
78. Funds TMA receives from Tri-Med are deposited into TMA's Homebanc account.
79. Simmons and I. Ager are signers on the TMA account at Homebanc.
80. TMA disperses payments, drawn upon its Homebanc account, to the independent sales agents for their commission for selling the Tri-Med Letter of Protection investment.

THE TRI-MED INVESTMENT PROGRAM IS A “SECURITY”

81. Section 517.021, Florida Statutes, entitled Definitions, provides at subsection (20) the following definition of a security:

(20) “Security” includes any of the following:

(a) A note.

(f) An evidence of indebtedness.

(q) An investment contract.

82. The Defendants offered and sold “securities” as defined by § 517.021(20)(a), (f), and (q), Florida Statutes.

83. Each security offered and sold is not a “federal covered security” as defined by § 517.021(10), Florida Statutes.

REGISTRATION STATUS UNDER CHAPTER 517

84. At all times material to this action, the Defendants were not registered as an “issuer,” “dealer” or “associated person” pursuant to the registration provisions of Chapter 517, Florida Statutes.

85. At all times material to this action, each security offered and sold by the Defendants was not registered as a “security” pursuant to the registration provisions of Chapter 517, Florida Statutes.

FRAUD AND RECEIVERSHIP PROVISIONS UNDER CHAPTER 517

86. Section 517.301, Florida Statutes, entitled Fraudulent transactions; falsification or concealment of facts, provides at section (1)(a)1, 2, and 3, the following:

(1) It is unlawful and a violation of the provisions of this

chapter for a person:

(a) In connection with the rendering of any investment advice or in connection with the offer, sale, or purchase of any investment or security, including any security exempted under the provisions of s. 517.051 and including any security sold in a transaction exempted under the provisions of s. 517.061, directly or indirectly:

1. To employ any device, scheme, or artifice to defraud;
2. To obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
3. To engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon a person.

87. Section 517.07, Florida Statutes, entitled "Registration of securities", provides:

(1) It is unlawful and a violation of this chapter for any person to sell or offer to sell a security within this state unless the security is exempt under s. 517.051, is sold in a transaction exempt under s. 517.061, is a federally covered security, or is registered pursuant to this chapter.

88. Section 517.12, Florida Statutes, entitled "Registration of dealers, associated persons, investment advisers, and branch offices", provides:

(1) No dealer, associated person, or issuer of securities shall sell or offer for sale any securities in or from offices in this state, or sell securities to persons in this state from offices outside this state, by mail or otherwise, unless the person has been registered with the office pursuant to the provisions of this section. The office shall not register any person as an associated person of a dealer unless the dealer with which the applicant seeks registration is lawfully registered with the office pursuant to this chapter.

89. Section 517.191(1), Florida Statutes, entitled Injunctions to restrain violations, provides:

(1) When it appears to the office, either upon complaint or otherwise, that a person has engaged or is about to engage in any act or practice constituting a violation of this chapter or a rule or order hereunder, the office may investigate; and whenever it shall believe from evidence satisfactory to it that any such person has engaged, is engaged, or is about to engage in any act or practice constituting a violation of this chapter or a rule or order hereunder, the office may, in addition to any other remedies, bring action in the name and on behalf of the state against such person and any other person concerned in or in any way participating in or about to participate in such practices or engaging therein or doing any act or acts in furtherance thereof or in violation of this chapter to enjoin such person or persons from continuing such fraudulent practices or engaging therein or doing any act or acts in furtherance thereof or in violation of this chapter. In any such court proceedings, the office may apply for, and on due showing be entitled to have issued, the court's subpoena requiring forthwith the appearance of any defendant and her or his employees, associated persons, or agents and the production of documents, books, and records that may appear necessary for the hearing of such petition, to testify or give evidence concerning the acts or conduct or things complained of in such application for injunction. In such action, the equity courts shall have jurisdiction of the subject matter, and a judgment may be entered awarding such injunction as may be proper.

90. Section 517.191(2), Florida Statutes, provides:

(2) In addition to all other means provided by law for the enforcement of any temporary restraining order, temporary injunction, or permanent injunction issued in any such court proceedings, the court shall have the power and jurisdiction, upon application of the office, to impound and to appoint a receiver or administrator for the property, assets, and business of the defendant, including, but not limited to, the books, records, documents, and papers appertaining thereto. Such receiver or administrator, when appointed and qualified, shall have all powers and duties as to custody, collection, administration, winding up, and liquidation of said property and business as shall from time to time be conferred upon her or him by the court. In any such action, the court may issue orders and decrees staying all pending suits and enjoining any further suits affecting the receiver's or administrator's custody or possession of the said property, assets, and business or, in its discretion, may with the consent of the presiding judge of the circuit require that all such suits be assigned to the circuit court judge appointing the said receiver or administrator.

91. Section 517.191(3), Florida Statutes, provides as follows:

(3) In addition to any other remedies provided by this chapter, the office may apply to the court hearing this matter for an order of restitution whereby the defendants in such action shall be ordered to make restitution of those sums shown by the office to have been obtained by them in violation of any of the provisions of this chapter. Such restitution shall, at the option of the court, be payable to the administrator or receiver appointed pursuant to this section or directly to the persons whose assets were obtained in violation of this chapter.

COUNT I
SECURITIES FRAUD: § 517.301(1)(a)1, 2, 3

92. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

93. The Defendants in connection with the offer and sale of an investment or security did employ various devices, schemes, or artifice to defraud investors; did obtain money or property by means of an untrue statement of a material fact or omissions to state a material fact; and did engage in transactions, practices, or a course of business that operates or operated as a fraud or deceit upon the investors, each on at least 232 occasions.

94. By reason of the foregoing, the Defendants violated and unless enjoined, may continue to violate § 517.301(1)(a)1, 2, 3, Florida Statutes.

95. Pursuant to § 517.191, Florida Statutes, Plaintiff OFR is entitled to an injunction and other equitable relief requested below.

COUNT II
SALE OF UNREGISTERED SECURITIES
WITHIN FLORIDA: § 517.07

96. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

97. Defendants offered and sold unregistered securities within the state of Florida on at least 232 occasions.

98. By reason of the foregoing, the Defendants violated and unless enjoined, may continue to violate § 517.07(1), Florida Statutes.

99. Pursuant to § 517.191, Florida Statutes, Plaintiff OFR is entitled to an injunction and other equitable relief requested below.

COUNT III
SALE OF SECURITIES BY UNREGISTERED DEALER,
ISSUER OR ASSOCIATED PERSON: § 517.12(1)

100. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

101. Defendants offered and sold securities, from offices within the State of Florida or to persons within the State of Florida, on at least 232 occasions.

102. By reason of the foregoing, the Defendants violated and unless enjoined, may continue to violate § 517.12(1), Florida Statutes.

103. Pursuant to § 517.191, Florida Statutes, Plaintiff OFR is entitled to an injunction and other equitable relief requested below.

COUNT IV
ACTION TO ENJOIN DEFENDANTS
AND RELIEF DEFENDANTS AS AUTHORIZED BY § 517.191(1)

104. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

105. As alleged in Counts I through III, the Defendants have engaged in acts and practices in violation of Chapter 517, Florida Statutes.

106. Pursuant to § 517.191(1), Florida Statutes, the OFR is entitled to the issuance of an injunction against each Defendant to enjoin such persons from continuing such fraudulent practices or engaging therein or doing any act or acts in furtherance thereof or in violation of Chapter 517, Florida Statutes.

**IRREPARABLE INJURY
AND INADEQUACY OF REMEDY AT LAW**

107. The OFR is not obligated to allege or establish irreparable injury or inadequacy of remedy at law as §§ 517.191(1) and 517.201(4)(a), Florida Statutes, provides the conditions for the issuance of injunctive relief.

108. The OFR also notes that when a government entity seeks an injunction in order to enforce its police power, any alternative remedy is ignored and irreparable harm is presumed.

109. Plaintiff OFR nonetheless notes that the evidence indicates that in excess of \$13 million in funds have been taken from Florida residents under false pretenses by Defendants who are not authorized by law to engage in securities activities. This ongoing nature of this fraud is further evidenced by the Defendants continuing solicitation for investments into the Letter of Protection scheme, as well as paying out previous investors with funds from new investors. Thus, irreparable injury has occurred, is occurring, and will continue to occur absent injunctive relief from this court.

**APPLICATION FOR APPOINTMENT OF RECEIVER
AS AUTHORIZED BY § 517.191(2)**

110. The facts set forth in this Verified Complaint detail not only the reckless use of investor funds but also that the Defendants are clearly operating a fraudulent

securities or investment scheme. The Defendants have no legal authority whatsoever to operate as a securities issuer or dealer. Taking this enterprise out of the control of the Defendants is clearly in the public interest.

111. In addition to protecting the public interest, the facts detailed throughout this Verified Complaint also indicate the possibility that funds may be moved beyond the jurisdiction of this Court or to locations where the assets could not be recovered for the investors. Appointment of a receiver under the direction of this Court will also facilitate the location and protection of remaining assets and facilitate disgorgement of the ill-gotten gains.

112. Pursuant to the remedies set forth in § 517.191(2), Florida Statutes, the OFR herein applies and requests the appointment of a receiver over the assets of the following two Defendants:

1. TRI-MED CORPORATION,
2. TRI-MED ASSOCIATES INC.,

**APPLICATION FOR RESTITUTION ORDER
AGAINST THE DEFENDANTS AND RELIEF DEFENDANTS
AS AUTHORIZED BY § 517.191(3)**

113. The OFR herein applies and requests orders of restitution against each of the Defendants for disgorgement of the ill-gotten gains in amounts to be established at a later time pursuant to the remedies set forth in § 517.191(3), Florida Statutes.

RELIEF REQUESTED

WHEREFORE, Plaintiff OFR respectfully requests that this Court utilize its legal and equitable powers as follows:

A. Enter a temporary and permanent injunction against all the Defendants, and each of their agents, servants, employees and attorneys and any other person concerned in, or in any way participating in or about to participate with them in the offer or sale of any security or investment in violation of §§ 517.301, 517.07, 517.12, Florida Statutes, and from any act or acts in furtherance thereof or in violation of Chapter 517, Florida Statutes.

B. Appoint a Receiver over the assets of Tri-Med Corporation and Tri-Med Associates Inc.

C. Enter an order prohibiting the Defendants from accepting or depositing additional funds raised from investors.

D. Enter an order requiring all Defendants to submit an accounting of investor funds and other assets in their possession whether or not associated directly with Letters of Protection or other deposits.

E. Enter an order of restitution requiring the Defendants to disgorge ill-gotten gains and unjust enrichment equal to the amount of investor funds received.

F. Enter an order prohibiting the alteration or destruction of relevant documents.

G. Enter an order requiring the repatriation of all assets abroad which were obtained or derived from the illegal sale of securities.

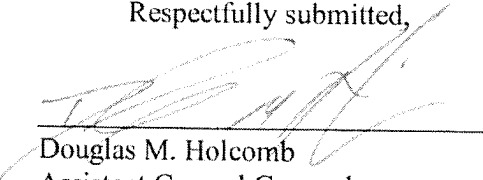
H. Enter an order freezing the Defendants' assets, including all assets held for the direct or indirect benefit, or subject to the direct or indirect control, of the Defendants pending a showing to the satisfaction of the Court that each Defendant has satisfied the conditions identified in A through G herein.

I. Enter an order allowing expedited discovery as pertains to any issues arising under A through H above.

J. Enter an order imposing civil penalties on the Defendants pursuant to § 517.191(4), Florida Statutes.

Respectfully submitted,

Dated: March 4, 2014



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VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing Verified Complaint for Temporary and Permanent Injunction, Appointment of Receiver, and Other Statutory and Ancillary Relief, and the facts stated in it are true.

Arthur Gordon
Senior Financial Investigator
State of Florida
Office of Financial Regulation
400 West Robinson Street, Suite S-225
Orlando, FL 32801-1799

Sworn to and subscribed before me on March 4, 2014 by Arthur Gordon, who is personally known to me or who has produced _____ as identification, and who did so declare the above verification under oath.

Mary M. DiFabio
Notary Public
State of Florida at Large

My Commission expires 10/9/15

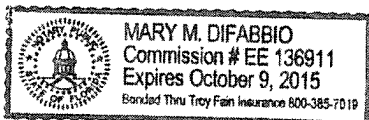


EXHIBIT 2

**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.: 2014-001695-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.

**AMENDED VERIFIED COMPLAINT FOR TEMPORARY AND
PERMANENT INJUNCTION, APPOINTMENT OF RECEIVER,
AND OTHER STATUTORY AND ANCILLARY RELIEF**

Plaintiff, State of Florida, Office of Financial Regulation (“OFR”) files this Verified Complaint, which is further supported by additional affidavits and documents contained within its Notice of Filing Index to Supporting Exhibits and Affidavit of Sources (to be concurrently filed in this matter), and alleges as follows with respect to the Defendants:

SUMMARY OF CLAIM

1. Since 2011, the Defendants have schemed to offer and sell at least \$13 million in unregistered securities in the form of investment agreements through Defendant

Tri-Med Corporation in violation of the registration and anti-fraud provisions of Chapter 517, Florida Statutes. The Defendants used false claims and purported above market rates of return to lure customers into purportedly investing in medical practice related accounts-receivable securitized by "Letters of Protection." Only a small portion of the at least \$13 million raised from investors has been used to purchase medical practice accounts receivable. Instead, the Defendants used the majority of the funds to pay off earlier investors, pay for other items not disclosed to investors, or to disburse among themselves. Based on investor interviews and bank account records, the evidence indicates that since October 2011, the Defendants have lured at least 232 investors to invest in excess of \$13 million in the Tri-Med Corporation Letters of Protection investment program. Despite this inflow, the Defendants have transferred only \$2.8 million to a law firm trust account as specified in each investor's written investment contract. The remaining at least \$10.2 million was never placed into the law firm trust account as the Defendants claimed it would be. Of the remaining \$10.2 million, merely \$4 million is on deposit in Tri-Med Corporation accounts as of February 10, 2014. The remaining \$6.2 million has been spent on the personal expenses of the Defendants and on other expenses not related to the Letters of Protection investment program. Throughout 2013, some of the investors with matured purported Letters of Protection investments have been rolled into new purported Letters of Protection investments, while others who chose to close out their investment(s) were paid off with funds provided by new investors. New investors and rolled over investors are not apprised of the true insolvent nature of the operation. Unless enjoined and placed in receivership, the Defendants will continue to solicit new investors and continue to disperse funds to themselves.

JURISDICTION AND VENUE

2. This action is within the jurisdiction of this Court under Article V, Section 5(b) of the Constitution of the State of Florida, which identifies circuit court jurisdiction, and by operation of § 26.012(2)(c) and (3), Florida Statutes, which identifies Circuit Court jurisdiction in cases in equity and authorizes the issuance of injunctions.

3. This action is specifically authorized by § 517.191(1), Florida Statutes, which authorizes the OFR to bring this action before this Court to enjoin violations of Chapter 517, Florida Statutes.

4. This action is specifically authorized by § 517.191(2), Florida Statutes, which provides for the appointment of a statutory receiver, and by the Court's inherent equitable power to appoint a receiver.

5. This action seeks restraint of acts and practices of the Defendants that have occurred, are occurring or are about to occur in and from Pinellas County, Florida, and from counties throughout the State of Florida.

6. Venue is appropriate in Pinellas County, Florida, as Tri-Med Corporation is principally located in Pinellas County and Tri-Med Corporation issued securities from and accepted deposits to offices within Pinellas County.

PARTIES AND CORPORATE RELATIONSHIPS

7. Plaintiff OFR is the State of Florida agency responsible for the regulation of the securities industry pursuant to §§ 20.121(3)(a)2., and 517.03, Florida Statutes.

8. Defendant Tri-Med Corporation ("Tri-Med") is registered as an active Florida corporation with a principal address of 34931 U.S. Hwy 19 Suite 104, Palm Harbor, Florida, 34684.

9. Defendant Tri-Med Associates, Inc. (“TMA”) is registered as an active Delaware corporation with a principal address of 801 International Parkway, Lake Mary, Florida 32746. TMA, on its website, listed itself as “... the marketing arm of Tri-Med Corporation and Tri-Med Corporation is in the sole business of paying hospitals and surgery centers cash for their account [sic] receivable from insurance companies.”
10. Defendant Jeremy Anderson, (“Anderson”) is an individual with a last known residence in the State of Minnesota.
11. Anderson is listed in filings with the Florida Secretary of State as a director and the president of Tri-Med.
12. Defendant Anthony N. Nicholas, III (“Nicholas, III”) is an individual with a last known residence in Pinellas County, Florida.
13. Nicholas, III is listed in filings with the Florida Secretary of State as a director of Tri-Med and secretary and treasurer.
14. Defendant Eric Ager (“E. Ager”) is an individual with a last known residence in Pinellas County, Florida.
15. E. Ager is the Tampa Sales Director for Tri-Med.
16. Defendant Irwin Ager (“I. Ager”) is an individual with a last known residence in Seminole County, Florida.
17. I. Ager is the Central Florida Sales Director for Tri-Med.
18. Teresa Simmons Bordinat, a/k/a Teresa Simmons, (“Simmons”) is an individual with a last known residence in Seminole County, Florida.
19. Simmons is listed in filings with the Florida Secretary of State as the director and president of TMA.

20. Defendant Anthony N. Nicholas, Jr. ("Nicholas, Jr.") is an individual with a last known residence in Pinellas County, Florida.

21. Nicholas, Jr., signed a Non-Disclosure Agreement with Tri-Med on April 13, 2012, in which Nicholas Jr., carries the title Secretary-Treasurer, contrary to Tri-Med's corporate filings with the Florida Department of State, Division of Corporations which list Nicholas, Jr.'s son, Nicholas III, as the secretary treasurer. Nicholas, Jr. directed payment from Marlowe McNabb, P.A. to a medical provider for medical accounts receivable and has signed documents as the secretary treasurer of Tri-Med again contrary to Tri-Med's corporate filings with the Florida Department of State, Division of Corporations. Additionally, Nicholas, Jr. is listed on the West Coast Florida Better Business Bureau website for Tri-Med Corporation as Director, Secretary, and Treasurer of the company.

22. Non-party Wells Fargo Bank, N.A. ("Wells Fargo") is a national chartered bank based in San Francisco, California, with offices in Florida.

23. Non-party Marlowe McNabb, P.A. ("Marlowe McNabb") is a Florida law firm based in Tampa, Florida.

24. Non-party Homebanc N.A. ("Homebanc") is a national chartered bank based in Tampa, Florida

THE SALE OF THE INVESTMENT PLAN

25. The Defendants have engaged in the offer and sale of what appears to be in excess of \$13 million in investment agreements to 232 Florida investors.

26. The Office has obtained sworn affidavits from 15 Florida investors. Several of these investors rolled over these investment agreements in 2013 when the original investment agreements matured.

27. Sales have been principally made to elderly investors searching for ultra conservative investments.

28. According to investors and independent sales agents, E. Ager and I. Ager are the two principal marketing and sales personnel for Tri-Med.

29. E. Ager and I. Ager made sales directly to investors and provided the training to the independent sales agents who sold the Tri-Med investment to the investors.

30. TMA is the marketing arm of Tri-Med.

31. TMA markets the Tri-Med investment by placing newspaper advertisements, direct mailings, and through the independent sales agents contact lists as well as the independent sales agents placing advertisements or sending direct mail in the format provided by or instructed by Tri-Med, TMA and I. Ager and/or E. Ager.

32. Tri-Med purports to buy accounts receivable backed by Letters of Protection from medical providers, including doctors and hospitals.

33. TMA's website states, in part:

- a. "Hospitals and surgery centers no longer have to carry unpaid receivables for many months because of the available cash from Tri-Med Corporation."
- b. "Tri-Med Corporation works with investor money to purchase account receivables [sic] backed by letters of protection (LOPs or liens) from major healthcare providers."
- c. "Our investment program allows investors to receive a better return on their funds. Interest payments are made on a monthly, direct

deposit. Terms are almost always less than 24 months. It's the perfect program for knowledgeable investors.”

34. Contrary to the above representations, Tri-Med uses less than 25% of investor monies to buy accounts receivable backed by Letters of Protection from healthcare providers. The majority of investor funds have been used by Tri-Med's principals for other purposes and for their own personal expenses.

35. Additionally, the Defendants failed to tell investors that the “interest payments” the investors will receive are actually the investors' own funds or the funds of other investors being paid out to them to give the illusion of “interest payments.”

36. TMA's website further claimed:

This investment has been registered with and operates as an exempt security, as reviewed by the Florida Office of Financial Regulation.

37. Contrary to this representation, the investment has never been registered with the OFR. Further, it was never submitted by any of the Defendants to the OFR for review.

38. Tri-Med informs investors and potential investors that it buys accounts receivable backed by Letters of Protection from the following hospitals:

- a. Sarasota Memorial
- b. Blake Medical Center of Bradenton
- c. Northside Hospital and Heart Institute
- d. St. Vincent's Hospital, Jacksonville
- e. Lakeland Regional Medical Center
- f. North Florida Regional Medical Center

- g. Memorial Hospital of Tampa
- h. Palms of Pasadena Hospital, St. Petersburg
- i. Town and Country Hospital

39. Hospital Corporation of America (“HCA”) operates all of the above listed hospitals except:

- a. Sarasota Memorial
- b. St. Vincent’s Hospital, Jacksonville

40. HCA denies selling any accounts receivable to Tri-Med at any time.

41. St Vincent’s Hospital in Jacksonville, Florida denies selling any accounts receivable to Tri-Med at any time.

42. Sarasota Memorial has not responded to an inquiry of whether they have ever sold any accounts receivable to Tri-Med.

43. Tri-Med informs investors and potential investors that it buys accounts receivable backed by Letters of Protection from the following Surgery Centers:

- a. Boca Raton Surgery Center
- b. Emerald Coast Surgery Center, Ft. Walton Beach
- c. Medical Partners Surgery Center, Jacksonville
- d. Citrus Surgery Center
- e. Orlando center [sic] for Surgery
- f. Indian River Surgery Center
- g. Physician’s Surgical Care Center, Winter park [sic]

44. Surgical Care Affiliates (“SCA”) operates, all of the above listed surgical centers in Florida.

45. SCA denies any of its affiliates sold any accounts receivable to Tri-Med at any time.
46. Tri-Med informs investors and potential investors that it buys accounts receivable backed by Letters of Protection from the following doctors:
 - a. Dr. Jeffrey H. Oppenheimer – Neurosurgeon.
 - b. Dr. Barry Shapiro, Orthopedic Surgeon.
 - c. Dr. Gerard D’Ariano – Orthopedic Surgeon.
 - d. Dr. Gerarg [sic] D’Ariano – Orthopedic Surgeon. This appears to be a misspelling of Dr. Gerard D’Ariano, listed above.
 - e. Dr. Scott Katzman – Orthopedic Surgeon.
 - f. Dr. Robert Mills – Orthopedic Surgeon.
 - g. Dr. Monica McPhail-Pruitt – Anesthesiologist.
 - h. Dr. Behnam Meyers [sic] – Osteopathic Physician. This appears to be a misspelling of Dr. Behnam Myers.
 - i. Dr. William Wilcox – Osteopathic Physician.
 - j. Dr. Jon Ehrich – Osteopathic Physician.
 - k. Dr. Edwin Maldonado – Doctor of Medicine.
 - l. Dr. Christine Schleter – Doctor of Chiropractic.
 - m. LewJack Dorance – Physician Assistant, Certified.
 - n. Luciano Barketta [sic] – Physician Assistant, Certified. This appears to be a misspelling of Luciano Barletta.
 - o. Denise Andrade – Physician Assistant, Certified.

- p. Michael Wycocki [sic] – Physician Assistant, Certified. This appears to be a misspelling of Michael Wycoki.
- q. Bill Holt, Director of Physical Therapy – Advanced Orthopedics.
- r. Dr. Eric Groteke – Diagnostician and Doctor of Chiropractic.
- s. Dr. Glen Petterson [sic] – Diagnostician and Doctor of Chiropractic.
This appears to be a misspelling of Dr. Glen Pettersen.

47. Of the above identified doctors, all but five deny selling accounts receivable to Tri-Med at any time.

48. Of the remaining five doctors:

- a. Dr. William Wilcox is no longer licensed in the State of Florida. His license expired December 31, 1987. Making it unlikely he sold any accounts receivable backed by Letters of Protection he may have had as they would have been at least 23 years old when the Defendants began this investment scheme.
- b. Dr. Eric Groteke stated he did sell accounts receivable backed by Letters of Protection to Tri-Med during the “first quarter of the year” but none after that.
- c. The remaining three, listed below, have not responded to inquiries whether they have ever sold accounts receivable to Tri-Med.
 - i. Dr. Robert Mills
 - ii. Dr. Jon Ehrich
 - iii. Dr. Glen Pettersen

49. The general theme throughout the Tri-Med advertising is:

- a. The investor will receive an annual percentage rate (APR) of between 5% -8% (depending upon the advertisement)
- b. That it is "PAID MONTHLY"
- c. A comparison of the offered APR to that of a CD paying "about 1.5% APR"
- d. The investment is "SAFE" or "EVERY DOLLAR is backed by a MAJOR INSURANCE COMPANY!"

50. The Defendants tell investors that all investor monies are kept in an attorney's trust account that is FDIC insured prior to the purchase of Letters of Protection that meet Tri-Med's purchase criteria.

51. Contrary to the above representation, less than 25% of the investors' funds have been sent to the law firm.

52. Additionally, the Defendants state that Tri-Med backs each Letter of Protection investment and that if an account receivable backed by a Letter of Protection is not paid within the 24 month period or if the amount received is less than the full amount of the account receivable backed by a Letter of Protection, then Tri-Med will pay to the investor, the difference so the investor will receive the full amount of the investors original investment, in addition to the interest paid.

53. Investors make payment of their principal investment to Tri-Med.

54. In return, the investors receive an investment agreement in the form of a document titled "Monthly Income Agreement /Receipt."

55. The investment agreements provide that:

- a. Tri-Med will pay the investor a specified fixed rate of interest, between 5% - 8% depending upon the specific investment agreement, in monthly installments in exchange for their investment.
- b. "Until an appropriate case is identified and funded, Investor funds will be held in trust at the law firm of Marlowe McNabb, P.A. ... under the sole control of Stephen D. Marlowe.
- c. Investors do not have any "right, power or ability to influence the selection of appropriate cases."
- d. If a case takes longer than 24 months to settle, the investor can choose to continue receiving monthly payments or the investor can demand the "immediate return of the amount initially invested and allocated to that particular case."
- e. If the underlying case is dropped or lost in litigation, Tri-Med "agrees to immediately replace the current [Letter of Protection] with an equivalent [Letter of Protection]."

56. Some investment agreements, contain a disclosure stating in part:

**THIS INVESTMENT HAS BEEN SUBMITTED TO THE
STATE OF FLORIDA OFFICE OF FINANCIAL
REGULATION AS AN EXEMPT SECURITY.**

57. Contrary to this representation, the investment agreements have not been submitted to the Office.

58. The investment agreements incorporate a receipt for the investors' funds.

59. The investors subsequently receive a confirmation letter from Tri-Med thanking them for their deposit into the "TriMed Investment Program."

60. The confirmation letter proceeds to inform the investor that:

Your funds have been placed in an FDIC Insured Trust Account under the control and direction of one of Florida's most respected law firms, Marlowe McNabb, P.A.

61. Contrary to the above representation to the investors, of the \$13 million received from investors, Tri-Med has placed only \$2.8 million into the Marlowe McNabb, P.A. Trust Account.

62. The confirmation letter then provides that "[w]ithin approximately sixty to ninety days, the physician's lien on the insurance company proceeds will be reassigned to you. ... As promised you will receive your first interest check on [the first of the month following the date of the investment] and on the 1st day of each month thereafter, until the case has settled and your principle [*sic*] is returned in full."

63. The Defendants fail to inform investors that in actuality the investor will begin receiving interest checks from their own and/or other investors' funds.

64. Investors subsequently receive an "Assignment of Interest" from Tri-Med in the purported accounts receivable backed by a Letter of Protection that Tri-Med purchases from the medical providers ("Assignment of Interest").

65. The Assignments of Interest received by the investors equal the total amount invested.

66. The Assignment of Interest contains the name of the insurance company that is purportedly responsible for the particular Letter of Protection claim.

67. The OFR contacted two of the insurance companies named within the various Assignments of Interest given to investors.

68. Both of the contacted insurance companies denied sending any payments to Tri-Med.

69. Contrary to the above claims of legitimate business, the Defendants have operated and are operating a classic Ponzi scheme. Since 2011 over \$13 million of new and reinvested investor money was used to pay the claims for principal and interest to investors. These disbursements lulled investors into the false belief that Tri-Med was and is operating as represented, when in fact it is not.

THE FLOW OF FUNDS

70. Between October 2011 and November 2012, Tri-Med operated up to 13 various accounts at Bank of America.

71. In October 2012, Tri-Med opened 12 accounts at a Wells Fargo Florida branch office.

72. Funds originally remaining within the Bank of America accounts at their closing were transferred to Wells Fargo Accounts.

73. In October 2013, Tri-Med opened an additional account at a Wells Fargo Florida branch office.

74. All 13 accounts remained active at the time this suit was filed.

75. Checks, drafts and wires payable to Tri-Med were deposited into one of Tri-Med's Wells Fargo accounts.

76. Tri-Med moved monies, made up mostly from investor deposits, amongst its 13 Wells Fargo Accounts.

77. Nicholas, III is a signatory on all of the Wells Fargo accounts.
78. Anderson is a signatory on two of the Wells Fargo accounts.
79. Tri-Med's bank account records from account opening through October 2013, have been analyzed by the OFR and indicate the following:
 - a. Investors' funds are deposited \$13,074,661.42 into Tri-Med's accounts.
 - b. An additional \$2,230,001.44 was deposited into Tri-Med's accounts from other sources.
 - c. The total income into Tri-Med's Wells Fargo Accounts is \$15,304,662.86.
 - d. Tri-Med has spent \$11,032,545.63, the majority of which is investor monies.
 - e. Tri-Med sent only \$2,844,395.52 of the \$13,074,661.42 raised from investors to Marlowe McNabb, P.A.
 - f. TMA received \$1,560,320.76 from Tri-Med
 - g. Anderson received \$304,605.93 from Tri-Med.
 - h. Nicholas, III received \$732,852.87 from Tri-Med.
 - i. Nicholas, Jr., received \$416,700.00 in investor monies from Tri-Med.
 - j. As of February 10, 2014, Tri-Med's cumulative balances at Wells Fargo were \$4,064,872.84.
80. Funds TMA receives from Tri-Med are deposited into TMA's Homebanc account.

81. Simmons and I. Ager are signers on the TMA account at Homebanc.
82. TMA disperses payments, drawn upon its Homebanc account, to the independent sales agents for their commission for selling the Tri-Med Letter of Protection investment.

THE TRI-MED INVESTMENT PROGRAM IS A "SECURITY"

83. Section 517.021, Florida Statutes, entitled Definitions, provides at subsection (20) the following definition of a security:

(20) "Security" includes any of the following:

- (a) A note.
- (f) An evidence of indebtedness.
- (q) An investment contract.

84. The Defendants offered and sold "securities" as defined by § 517.021(20)(a), (f), and (q), Florida Statutes.

85. Each security offered and sold is not a "federal covered security" as defined by § 517.021(10), Florida Statutes.

REGISTRATION STATUS UNDER CHAPTER 517

86. At all times material to this action, the Defendants were not registered as an "issuer," "dealer" or "associated person" pursuant to the registration provisions of Chapter 517, Florida Statutes.

87. At all times material to this action, each security offered and sold by the Defendants was not registered as a "security" pursuant to the registration provisions of Chapter 517, Florida Statutes.

FRAUD AND RECEIVERSHIP PROVISIONS UNDER CHAPTER 517

88. Section 517.301, Florida Statutes, entitled Fraudulent transactions;

falsification or concealment of facts, provides at section (1)(a)1, 2, and 3, the following:

(1) It is unlawful and a violation of the provisions of this chapter for a person:

(a) In connection with the rendering of any investment advice or in connection with the offer, sale, or purchase of any investment or security, including any security exempted under the provisions of s. 517.051 and including any security sold in a transaction exempted under the provisions of s. 517.061, directly or indirectly:

1. To employ any device, scheme, or artifice to defraud;
2. To obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; or
3. To engage in any transaction, practice, or course of business which operates or would operate as a fraud or deceit upon a person.

89. Section 517.07, Florida Statutes, entitled "Registration of securities,"

provides:

(1) It is unlawful and a violation of this chapter for any person to sell or offer to sell a security within this state unless the security is exempt under s. 517.051, is sold in a transaction exempt under s. 517.061, is a federally covered security, or is registered pursuant to this chapter.

90. Section 517.12, Florida Statutes, entitled "Registration of dealers,

associated persons, investment advisers, and branch offices," provides:

(1) No dealer, associated person, or issuer of securities shall sell or offer for sale any securities in or from offices in this state, or sell securities to persons in this state from offices outside this state, by mail or otherwise, unless the person has been registered with the office pursuant to the provisions of this section. The office shall not register any person as an associated person of a dealer unless the dealer with which the applicant

seeks registration is lawfully registered with the office pursuant to this chapter.

91. Section 517.191(1), Florida Statutes, entitled "Injunctions to restrain violations," provides:

(1) When it appears to the office, either upon complaint or otherwise, that a person has engaged or is about to engage in any act or practice constituting a violation of this chapter or a rule or order hereunder, the office may investigate; and whenever it shall believe from evidence satisfactory to it that any such person has engaged, is engaged, or is about to engage in any act or practice constituting a violation of this chapter or a rule or order hereunder, the office may, in addition to any other remedies, bring action in the name and on behalf of the state against such person and any other person concerned in or in any way participating in or about to participate in such practices or engaging therein or doing any act or acts in furtherance thereof or in violation of this chapter to enjoin such person or persons from continuing such fraudulent practices or engaging therein or doing any act or acts in furtherance thereof or in violation of this chapter. In any such court proceedings, the office may apply for, and on due showing be entitled to have issued, the court's subpoena requiring forthwith the appearance of any defendant and her or his employees, associated persons, or agents and the production of documents, books, and records that may appear necessary for the hearing of such petition, to testify or give evidence concerning the acts or conduct or things complained of in such application for injunction. In such action, the equity courts shall have jurisdiction of the subject matter, and a judgment may be entered awarding such injunction as may be proper.

92. Section 517.191(2), Florida Statutes, provides:

(2) In addition to all other means provided by law for the enforcement of any temporary restraining order, temporary injunction, or permanent injunction issued in any such court proceedings, the court shall have the power and jurisdiction, upon application of the office, to impound and to appoint a receiver or administrator for the property, assets, and business of the defendant, including, but not limited to, the books, records, documents, and papers appertaining thereto. Such receiver or administrator, when appointed and qualified, shall have all powers and duties as to custody, collection, administration, winding up, and liquidation of said property and business as shall from time to time be conferred upon her or him by the court. In any such action, the court may issue orders and decrees staying all pending suits and enjoining any further suits affecting the receiver's or administrator's custody or possession of the said property, assets, and

business or, in its discretion, may with the consent of the presiding judge of the circuit require that all such suits be assigned to the circuit court judge appointing the said receiver or administrator.

93. Section 517.191(3), Florida Statutes, provides as follows:

(3) In addition to any other remedies provided by this chapter, the office may apply to the court hearing this matter for an order of restitution whereby the defendants in such action shall be ordered to make restitution of those sums shown by the office to have been obtained by them in violation of any of the provisions of this chapter. Such restitution shall, at the option of the court, be payable to the administrator or receiver appointed pursuant to this section or directly to the persons whose assets were obtained in violation of this chapter.

COUNT I
SECURITIES FRAUD: § 517.301(1)(a)1, 2, 3

94. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

95. The Defendants in connection with the offer and sale of an investment or security did employ various devices, schemes, or artifice to defraud investors; did obtain money or property by means of an untrue statement of a material fact or omissions to state a material fact; and did engage in transactions, practices, or a course of business that operates or operated as a fraud or deceit upon the investors, each on at least 232 occasions.

96. By reason of the foregoing, the Defendants violated and unless enjoined, may continue to violate § 517.301(1)(a)1, 2, 3, Florida Statutes.

97. Pursuant to § 517.191, Florida Statutes, Plaintiff OFR is entitled to an injunction and other equitable relief requested below.

COUNT II
SALE OF UNREGISTERED SECURITIES
WITHIN FLORIDA: § 517.07

98. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

99. Defendants offered and sold unregistered securities within the state of Florida on at least 232 occasions.

100. By reason of the foregoing, the Defendants violated and unless enjoined, may continue to violate § 517.07(1), Florida Statutes.

101. Pursuant to § 517.191, Florida Statutes, Plaintiff OFR is entitled to an injunction and other equitable relief requested below.

COUNT III
SALE OF SECURITIES BY UNREGISTERED DEALER,
ISSUER OR ASSOCIATED PERSON: § 517.12(1)

102. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

103. Defendants offered and sold securities, from offices within the State of Florida or to persons within the State of Florida, on at least 232 occasions.

104. By reason of the foregoing, the Defendants violated and unless enjoined, may continue to violate § 517.12(1), Florida Statutes.

105. Pursuant to § 517.191, Florida Statutes, Plaintiff OFR is entitled to an injunction and other equitable relief requested below.

COUNT IV
ACTION TO ENJOIN DEFENDANTS
AND RELIEF DEFENDANTS AS AUTHORIZED BY § 517.191(1)

106. Paragraphs 1 through 91 are hereby re-alleged and are incorporated herein by reference.

107. As alleged in Counts I through III, the Defendants have engaged in acts and practices in violation of Chapter 517, Florida Statutes.

108. Pursuant to § 517.191(1), Florida Statutes, the OFR is entitled to the issuance of an injunction against each Defendant to enjoin such persons from continuing such fraudulent practices or engaging therein or doing any act or acts in furtherance thereof or in violation of Chapter 517, Florida Statutes.

**IRREPARABLE INJURY
AND INADEQUACY OF REMEDY AT LAW**

109. The OFR is not obligated to allege or establish irreparable injury or inadequacy of remedy at law as §§ 517.191(1) and 517.201(4)(a), Florida Statutes, provides the conditions for the issuance of injunctive relief.

110. The OFR also notes that when a government entity seeks an injunction in order to enforce its police power, any alternative remedy is ignored and irreparable harm is presumed.

111. Plaintiff OFR nonetheless notes that the evidence indicates that in excess of \$13 million in funds have been taken from Florida residents under false pretenses by Defendants who are not authorized by law to engage in securities activities. This ongoing nature of this fraud is further evidenced by the Defendants continuing solicitation for investments into the Letter of Protection scheme, as well as paying out previous investors with funds from new investors. Thus, irreparable injury has occurred, is occurring, and will continue to occur absent injunctive relief from this court.

**APPLICATION FOR APPOINTMENT OF RECEIVER
AS AUTHORIZED BY § 517.191(2)**

112. The facts set forth in this Verified Complaint detail not only the reckless use of investor funds but also that the Defendants are clearly operating a fraudulent securities or investment scheme. The Defendants have no legal authority whatsoever to operate as a securities issuer or dealer. Taking this enterprise out of the control of the Defendants is clearly in the public interest.

113. In addition to protecting the public interest, the facts detailed throughout this Verified Complaint also indicate the possibility that funds may be moved beyond the jurisdiction of this Court or to locations where the assets could not be recovered for the investors. Appointment of a receiver under the direction of this Court will also facilitate the location and protection of remaining assets and facilitate disgorgement of the ill-gotten gains.

114. Pursuant to the remedies set forth in § 517.191(2), Florida Statutes, the OFR herein applies and requests the appointment of a receiver over the assets of the following two Defendants:

1. TRI-MED CORPORATION,
2. TRI-MED ASSOCIATES INC.,

**APPLICATION FOR RESTITUTION ORDER
AGAINST THE DEFENDANTS AND RELIEF DEFENDANTS
AS AUTHORIZED BY § 517.191(3)**

115. The OFR herein applies and requests orders of restitution against each of the Defendants for disgorgement of the ill-gotten gains in amounts to be established at a later time pursuant to the remedies set forth in § 517.191(3), Florida Statutes.

RELIEF REQUESTED

WHEREFORE, Plaintiff OFR respectfully requests that this Court utilize its legal and equitable powers as follows:

- A. Enter a temporary and permanent injunction against all the Defendants, and each of their agents, servants, employees and attorneys and any other person concerned in, or in any way participating in or about to participate with them in the offer or sale of any security or investment in violation of §§ 517.301, 517.07, 517.12, Florida Statutes, and from any act or acts in furtherance thereof or in violation of Chapter 517, Florida Statutes.
- B. Appoint a Receiver over the assets of Tri-Med Corporation and Tri-Med Associates Inc.
- C. Enter an order prohibiting the Defendants from accepting or depositing additional funds raised from investors.
- D. Enter an order requiring all Defendants to submit an accounting of investor funds and other assets in their possession whether or not associated directly with Letters of Protection or other deposits.
- E. Enter an order of restitution requiring the Defendants to disgorge ill-gotten gains and unjust enrichment equal to the amount of investor funds received.
- F. Enter an order prohibiting the alteration or destruction of relevant documents.

G. Enter an order requiring the repatriation of all assets abroad, which were obtained or derived from the illegal sale of securities.

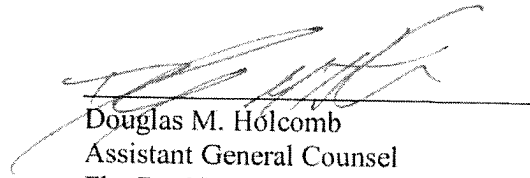
H. Enter an order freezing the Defendants' assets, including all assets held for the direct or indirect benefit, or subject to the direct or indirect control, of the Defendants pending a showing to the satisfaction of the Court that each Defendant has satisfied the conditions identified in A through G herein.

I. Enter an order allowing expedited discovery as pertains to any issues arising under A through H above.

J. Enter an order imposing civil penalties on the Defendants pursuant to § 517.191(4), Florida Statutes.

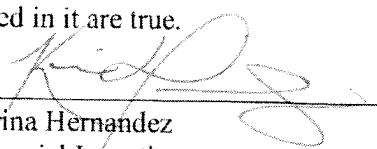
Respectfully submitted,

Dated: March 25, 2014


Douglas M. Holcomb
Assistant General Counsel
Fla. Bar No. 0061506
State of Florida
Office of Financial Regulation
400 West Robinson Street, Suite S-225
Orlando, Florida 32801-1799
(407) 245-0608
Douglas.Holcomb@flofr.com


VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing Verified Complaint for Temporary and Permanent Injunction, Appointment of Receiver, and Other Statutory and Ancillary Relief, and the facts stated in it are true.



Karina Hernandez
Financial Investigator
State of Florida
Office of Financial Regulation
400 West Robinson Street, Suite S-225
Orlando, FL 32801-1799

Sworn to and subscribed before me on March 25, 2014 by Karina Hernandez, who is personally known to me or who has produced _____ as identification, and who did so declare the above verification under oath.



Notary Public
State of Florida at Large
My Commission expires 10/9/15

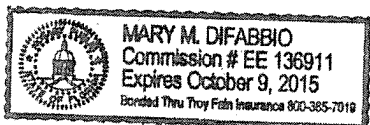


EXHIBIT 3

**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.:

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

Defendants.

**ORDER IMPOSING TEMPORARY INJUNCTION,
APPOINTMENT OF A RECEIVER,
AND OTHER STATUTORY AND ANCILLARY RELIEF**

This cause came on to be heard ex parte on Plaintiff's Verified Motion for a Temporary Injunction, Appointment of a Receiver, and Other Statutory and Ancillary Relief, and as prayed in the Verified Complaint for Temporary and Permanent Injunction, Appointment of Receiver, and Other Statutory and Ancillary Relief, and it appearing to the Court from the Verified Motion and the Verified Complaint that an emergency exists in that the Defendants have violated, participated in, or are concerned with violations of Chapter 517, Florida Statutes, and may continue to violate state securities laws in connection with the offer and sale of unregistered securities in the form of investment agreements. The Court is also concerned, and the evidence

tendered to the Court shows, that there is imminent danger that investor funds and other property of the Defendants may be lost, destroyed, moved or concealed if a Temporary Injunction is not issued, and a Receiver is not appointed, immediately.

The Court finds at this time that:

1. The evidence strongly indicates that the Defendants have offered and sold in excess of \$13 million in unregistered securities in the form of investment agreements to at least 232 Florida investors from offices in Florida in violation of Chapter 517, Florida Statutes. The evidence also indicates misrepresentations of fact occurred in such sales constituting securities fraud in that the Defendants represented themselves as purchasing medical practice related accounts-receivable securitized by letters of protection, that the funds would be "safe" and "secure" and "backed by major insurance companies," when in fact the Defendants utilized funds for purposes other than investing in medical practice related accounts-receivable securitized by letters of protection, and the Defendants were not lawfully registered in Florida to conduct securities activities. The evidence further indicates that investor funds have been utilized to pay back earlier investors, the attributes of a Ponzi scheme. Such transfers were directly contradictory to what was told to investors regarding the safety of their investment. Moreover, the Defendants have no legal or factual basis to be holding, obtaining or utilizing investor funds that were generated by the illicit sale of the investment agreements. Such acts in the Court's opinion do clearly constitute "injury" and "irreparable injury" to the investors and such acts also harm the citizens of the State of Florida in that these activities are in violation of Chapter 517, Florida Statutes. Moreover, based on these verified facts, there is a substantial likelihood the Plaintiff will prevail at trial. The specific violations and acts supporting these

findings are as follows:

- a. Securities Fraud in violation of § 517.301(1)(a)1, 2, and 3, Florida Statutes;
- b. Sale of Unregistered Securities within Florida in violation of § 517.07(1), Florida Statutes; and
- c. Sale of Unregistered Securities by an Unregistered Dealer, Associated Person or Issuer in violation of § 517.12(1), Florida Statutes.

2. It is further found that pending final determination of this Action, the Defendants may, unless restrained and enjoined, continue to engage in acts and practices or be concerned in acts and practices, directly or indirectly, which constitute violations of Chapters 517, Florida Statutes, as cited above and as identified in the Verified Motion and Verified Complaint.

3. Adequate grounds exist for the issuance of this Order without prior notice to the Defendants, in light of possible further instances of "irreparable injury" warranting the lack of notice. The Court also notes that when the government acts to enforce its police powers, any alternative legal remedy may be ignored and irreparable harm may be presumed, as in this instant circumstance. The Court, however, notes these additional circumstances which tend to indicate irreparable injury and the need to dispense with notice as follows:

- a. The evidence of the lack of medical practice related accounts-receivable securitized by letters of protection purchased with investor funds, the residence of Defendant Jeremy Anderson within the State of Minnesota and the Delaware state of incorporation for Defendant Tri-Med Associates, Inc. indicate the possibility that

remaining assets may be or already may have been moved beyond the jurisdiction of this Court or to locations where the assets could not be recovered for the customers.

b. Issuance of a temporary injunction will not create an undue hardship on the Defendants as these parties have likely violated or participated in violations of the State's securities laws or are "concerned in" such violations and have illegally benefited from such violations. All such acts to be enjoined are already prohibited by Florida law. In addition, Florida law specifically provides for a Receiver for such securities law violations.

c. During the time between when the Plaintiff would give notice to the Defendants and the time of an actual hearing, the Defendants may transfer, encumber, deplete or secrete their remaining assets, which are principally in the form of highly liquid dollars. The Court again notes the ties to Minnesota and Delaware.

Therefore, in consideration of the Record and said findings at this time:

I.

IT IS HEREBY ORDERED, that pending final determination of this action, the Defendants and their shareholders, directors, officers, agents, servants, employees and attorneys, and those in active concert or participation with any of the foregoing and any other person concerned in or in any way participating in or about to participate with them, be, and they and each of them hereby are, restrained and enjoined, directly or indirectly from the following:

a. offering to sell or selling any security or investment in violation of the anti-fraud provisions of § 517.301, Florida Statutes;

b. offering to sell or selling any unregistered security in violation of § 517.07, Florida Statutes;

c. offering to sell or selling any security in or from offices within the state of Florida or to persons in this state in violation of the registration provisions of § 517.12, Florida Statutes; and

d. doing any other act or acts in furtherance of or in direct violation of Chapter 517, Florida Statutes.

II.

IT IS HEREBY ORDERED that pending final determination of this action or further ruling by this Court, the Plaintiff's request for Orders of Restitution is found to be premature. However, as set forth in more detail at Sections III, IV, and V below, the Court will impose additional mandatory obligations and prohibitions as concerning the transfer, concealment, and disposition of investor funds. The Court authorizes the Plaintiff and the Receiver to engage in expedited discovery, including to set depositions and demand production of documents on five (5) business days' notice. Unless otherwise noted, all written notices called for under this Order shall be effective upon hand delivery to counsel of record of the Defendants or to the Defendants, or twenty-four (24) hours after delivery to a private expedited delivery service, or 48 hours after deposit into the mail, postage paid, addressed to counsel of record of the Defendants or to the last known address of the Defendants.

III.

IT IS FURTHER ORDERED that pending final determination of this action, the Defendants and their members, shareholders, agents, servants, officers, directors, employees,

attorneys, depositories, banks, and brokerage and financial institutions, and those persons in active concert or participating with any of the foregoing, and each of them, be and they hereby are restrained from, directly or indirectly, accepting or depositing additional funds, or moving, setting off, receiving, changing, selling, pledging, assigning, conveying, liquidating, or otherwise disposing, withdrawing, or encumbering any assets or property owned by, controlled by, under the direction or instruction of, or in the possession of the Defendants or their depositories, banks, and brokerage and financial institutions, including, but not limited to, cash, free credit balances, receivables, credit items, deposits, securities, fully paid for securities, property pledged or hypothecated as collateral for loans, and other assets obtained by them or held for the account of the Defendants, currently held by them or under their control, wherever situated, and any property under the control of the Defendants or any of their respective members, shareholders, agents, officers, directors, servants, employees and attorneys which was obtained from the Defendants; and directing each of the financial, banking or brokerage institutions, bailees, debtors or any other persons or entities holding any such assets, funds, or other properties of the Defendants or their agents, to hold and retain within their control such assets, funds, or other properties and prohibit their removal, sale, assignment, withdrawal, transfer, setoff, pledge, change, or disposal, until further order of this Court or, to the extent authorized by this Order, instructions from the Receiver.

IV.

IT IS FURTHER ORDERED that the Defendants shall immediately repatriate all assets that have been transferred outside of the United States.

V.

IT IS FURTHER ORDERED that each of the Defendants shall prepare and submit to this Court and to the Receiver and the Plaintiff within three (3) business days of their receipt of any form of notice of this Order or by March 10, 2014, whichever is later, an accounting of all investor funds and all other assets (including all personal assets) in their possession or control, whether or not associated with the offer and sale of medical practice related accounts-receivable securitized by letters of protection. Following such report, the Court will entertain motions seeking relief from the asset freeze provisions of Section III, above, or entertain renewed motions by the Plaintiff seeking Orders of Restitution.

VI.

IT IS FURTHER ORDERED that pending final determination of this action, the Defendants and their members, shareholders, directors, officers, agents, servants, employees and attorneys, and those persons in active concert or participation with any of the foregoing, and their depositories and banks and financial institutions, shall grant unfettered access to the Plaintiff and its counsel and agents, and to the Receiver appointed by this Court, and his counsel, agents and representatives, to all property, business premises, papers, records, books of account, computer records and computer-stored data and computer terminals and equipment, files, documents, computer data backups, or other things of or pertaining in any way to the subject matter of this litigation (of whatever nature and wherever situated) in their possession or under their control, and such access shall include the right to access and to inspect and to copy in any form such papers, records, books of account, computer records and computer stored data, files, documents, and computer data backups. The Defendants and their members, shareholders, directors,

officers, agents, servants, employees and attorneys, and those persons in active concert or participation with any of the foregoing, and each of them, shall cooperate fully with the Receiver and comply with the Receiver's requests for information, records, and documentation so that the Receiver may perform his duties with information and knowledge.

VII.

IT IS FURTHER ORDERED that pending final determination of this action, the Defendants and their members, shareholders, directors, officers, agents, servants, employees and attorneys, and those persons in active concert or participation with any of the foregoing, and each of them, are restrained and enjoined from destroying, transferring, moving, concealing, erasing, deleting, mutilating, altering, disposing or otherwise rendering unintelligible or inaccessible or illegible any or all of the books, records, documents, contracts, agreements, assignments, obligations, papers, ledgers, accounts, statements, journals, files, computer records, computer-maintained data, computer-stored or computer-generated data, computer-readable data, and other property in any way relating to investor funds or the activities of the Receivership Entities or any other matter pertaining in any way to the subject matter of this litigation, and those persons in active concert or participation with any of the foregoing, and each of them, are directed to immediately deliver to the Receiver, and in no event shall such delivery occur in excess of 24 hours from any form of notice of this Order, all books, records, documents, contracts, agreements, assignments, obligations, papers, ledgers, accounts, statements, journals, files, computer records, computer-maintained data, computer-stored or computer-generated data, computer-readable data, and other property associated with customer deposits, investor funds, the activities of the Receivership Entities, or any other matter pertaining in any way to the

subject matter of this litigation.

VIII.

IT IS FURTHER ORDERED that Burton Wiand, Esq. be and is hereby appointed Receiver of all the assets and properties of Defendants Tri-Med Corporation, and Tri-Med Associates Inc. (collectively "the Receivership Entities"), wherever located; and that he is hereby directed to take immediate possession of said assets and properties, including but not limited to (i) accounts at Wells Fargo Bank, N.A., and Homebanc N.A. and money held in trust by Marlowe McNabb P.A. and (ii) offices and the contents of such offices where the business of the Defendants has been conducted, and to hold and manage them until further order of this Court; and that he shall marshal and safeguard all such properties and assets, seek constructive trusts where appropriate, marshal and safeguard the documents, books, records and data currently in the possession of or under the control of the Receivership Entities and its agents or servants. Each of the financial, banking or brokerage institutions, bailees, debtors or any other persons or entities holding any assets, funds, or other properties of the Receivership Entities or their agents shall transfer to the Receiver such assets, funds, or other properties, without further order of this Court in accordance with the Receiver's instructions. Further, any and all law enforcement authorities are authorized to take any and all necessary steps to assist the Receiver in fulfilling his duties and obligations as set forth in this Order. Further, the Receiver shall prepare an initial report to the Court and the Plaintiff within twenty (20) days of the date of this Order detailing the activities of the Receivership Entities and the books, records, property and assets found, and the whereabouts of any investors funds that can be located; and thereafter he shall prepare a report every one hundred twenty (120) days detailing the activities of the Receivership Entities and the

books, records, property and assets found, and the whereabouts of any investors funds that can be located; and the Plaintiff and the Receiver, are not required to give any bond. In addition:

a. The Receiver may, at any time, apply to this Court for further powers and authority as may be necessary and appropriate to carry out the purposes of this Order.

b. The Receiver and any counsel or accountant whom the Receiver may select, subject to the approval of the Court, are entitled to reasonable compensation from the assets now held by or in the possession or control of or which may be received by the Receiver from or on behalf of the Receivership Entities, in an amount or amounts commensurate with their duties and obligations under the circumstances. Said compensation shall be paid only upon the application of the Receiver and further Order of this Court.

c. Except by leave of Court during the pendency of this appointment of the Receiver herein, all creditors and other private parties seeking money, damages or other relief from the Receivership Entities, and all others acting on behalf of any such creditor or other persons including sheriffs, marshals, and other officers and their deputies, and their respective attorneys, servants, agents, and employees, are hereby stayed and restrained from doing any act or thing whatsoever including instituting or continuing any proceeding to interfere with the possession of or management by the Receiver of the property and assets owned, controlled, or in the possession of the Receivership Entities, or in any way to interfere with said Receiver, or interfere in any manner during the pendency of this proceeding with the exclusive jurisdiction of this Court over the Receivership Entities. This Order shall not stay or restrain any pending or future action

whatsoever by any government agency or any representative on behalf of any government in any form whatsoever.

d. The Receiver shall assume all of the rights and powers which the Receivership Entities may have had, or may have, to manage, control, operate, maintain, possess, receive or use its respective assets, properties, income, earnings, rents and profits, and the Receiver shall have full power and authority to sue for, collect, receive and take into his custody or possession all goods, chattels, rights, claims, causes of action, credits, monies, effects, real estate and books of account and other documents, papers and materials (whether in written, electronic or other form) of the Receivership Entities.

e. The Receiver shall cause all funds obtained from the operations or assets or properties of the Receivership Entities or received on behalf of the Receivership Entities to be deposited in one or more accounts that require the direction of the Receiver or the approval of the Court for any disbursement therefrom. The Receiver shall cause all securities held by the Receivership Entities in brokerage accounts to be transferred to one or more brokerage accounts that require the direction of the Receiver or the approval of the Court for the sale or other transfer thereof.

f. The Receiver shall make reasonable inquiry into the business, affairs, assets, liabilities, revenues, expenses and financial condition of the Receivership Entities and the legality and propriety of the actions taken or omitted to have been taken by the members, managers, shareholders, directors, officers, agents, attorneys, accountants and other professionals of, and the independent contractors and other parties who or which

may have engaged in business or may have otherwise been involved with the Receivership Entities as deemed necessary by the Receiver in order to carry out the purposes of this Order and the Receiver's duties hereunder. The Receiver shall be empowered to use the process of this Court under the Florida Rules of Civil Procedure to conduct such inquiry.

g. The Receiver is authorized to open all mail addressed to or relating to the Receivership Entities, and the United States Postal Service is directed to grant access to any P.O. boxes held in the name of the Receivership Entities and to provide any information requested by the Receiver regarding any of the Receivership Entities.

h. The Receiver shall direct and oversee the liquidation of the assets and properties of the Receivership Entities as deemed appropriate by him in such a manner as to maximize in a timely manner the proceeds for such assets and properties and the conservation of the assets and properties of the Receivership Entities for the benefit of their customers/investors and creditors.

i. If the Receiver determines that the continued operations of the Receivership Entities are not warranted or are without substantial probability of success, then the Receiver shall apply to this Court, upon a proper showing based upon inventories of the assets and properties of the Receivership Entities, financial statements and such other matters as may be appropriate, for an Order of this Court directing the liquidation of the remaining assets and properties of the Receivership Entities and the orderly distribution of such assets and properties among the investors and creditors of the Receivership Entities as may be appropriate and equitably carried out.

j. Without limiting any of the provisions of this Article V, the Receiver shall hold and possess and may exercise, assert and/or waive all of the powers, authority, rights, privileges and immunities which were held or possessed or may have been exercised, asserted and/or waived by the Receivership Entities, including without limitation the attorney-client privilege and the accountant-client privilege.

k. Without limiting any of the provisions of this Article V, the Receiver shall have and may exercise the power and authority to assert and prosecute by or on behalf of the Receivership Entities any and all claims, actions, suits and proceedings which may have been or which may be asserted or prosecuted by the Receivership Entities or which may have been or which may be assigned, transferred or conveyed to the Receiver and, upon the application to and further Order of this Court, to compromise or settle any such claim, action, suit or proceeding. This Court specifically finds that in bringing such claims, actions, suits, and/or proceedings, the Receiver (i) is not prohibited or barred, and shall not be prohibited or barred, by the doctrine of in pari delicto and (ii) is not bound, and shall not be bound, by any contractual or other language requiring any such claims, actions, and/or proceedings to be brought in arbitration or any similar out-of-court venue.

l. In the event the Receiver discovers that funds of investors in the scheme that is the subject of this case have been transferred to other persons or entities, the Receiver shall apply to this Court for an Order giving the Receiver possession of such funds and, if the Receiver deems it advisable, extending this receivership over any person or entity holding such investor funds.

m. Without limiting any of the provisions of this Article V:

i. the Receiver shall have and may exercise the power and authority to negotiate and prepare, or to cause to be negotiated and prepared, and to enter into, written agreements relating to the settlement or compromise of any and all claims, actions, suits and proceedings which may have been or which may be asserted or prosecuted by the Receiver; provided, however, that no such settlement or compromise shall be binding upon or enforceable against the Receiver 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 settlement or compromise.

ii. in connection with the settlement or compromise of any claim, action, suit or proceeding which may have been or which may be asserted or prosecuted by the Receiver, the Receiver shall have the power and authority to accept, receive, take and hold legal, beneficial and/or equitable title to or interest in, and/or take custody or possession of, cash, notes, stock, securities, real property, personal property and other property (whether real, personal or mixed, and whether tangible or intangible), pending and subject to the Receiver's making application to this Court for, and this Court's entering, a further Order authorizing or ratifying such settlement or compromise.

iii. the Receiver shall have and may exercise the power and authority to negotiate and prepare, or to cause to be negotiated and

prepared, and to enter into, written agreements relating to the sale, assignment, transfer or conveyance of any notes, stock, securities, real property, personal 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.

n. The Receiver shall be exclusively vested with all rights, power and authority over the corporate governance of the Receivership Entities, including all rights, power and authority otherwise held by shareholders, members or directors of the Receivership Entities and specifically including the authority to file a voluntary petition under Title 11 of the United States Code.

o. The Receiver and all persons acting by or through him or on his behalf shall in no event be liable to anyone for their good faith compliance with the duties and responsibilities of a receiver nor shall the Receiver or any person acting by or through him or on his behalf be liable to anyone for any actions taken as receiver except upon an express finding by this Court that they acted or failed to act as a direct result of gross negligence or willful disregard of their duties. The Receiver and all persons acting by or through him or on his behalf shall be indemnified and held harmless out of the assets and

properties of the receivership estate for all costs and expenses, including attorney fees. Persons dealing with the Receiver or any person acting by or through him or on his behalf shall look only to the assets or property of the receivership estate to satisfy any alleged liability and neither the Receiver nor any person acting by or through him shall have any personal obligation whatsoever.

AND IT IS FURTHER ORDERED that Plaintiff shall forthwith cause a copy of this Order to be served on the Defendants and file proof of such service as soon as practicable thereafter. Service of this Order shall be sufficient if made upon Defendants by facsimile or overnight courier.

DONE AND ORDERED at 10:25 o'clock, 9 .m., this _____ day of _____, 2014, at _____, Florida in chambers.

Circuit Judge

ORIGINAL SIGNED
MAR 05 2014
JUDGE ANTHONY RONDOLINO

COMPOSITE EXHIBIT 4

CHRISTOPHER LIGORI & ASSOCIATES

ATTORNEYS AT LAW

AUTO ACCIDENTS, PERSONAL INJURY & WRONGFUL DEATH

CHRISTOPHER N. LIGORI†
CHAD M. PLOTT††
KRISTIN DEMERS-CROWELL‡

117 S. WILLOW AVE.
TAMPA, FL 33606

† Also Admitted to Texas
†† Also Admitted to Mississippi
‡ Also Admitted to U.S. District Court, Middle District

TELEPHONE: (813) 223-2929
TOLL FREE: (877) 444-2929
FAX NUMBER: (813) 251-6853

WWW.LIGORILAW.COM

ASSIGNMENT OF INSURANCE BENEFITS

Sent via Fax Only: (888)850-8267

Florida Surgery Consultants, L.L.C.
35111 US Highway 19 N., Ste. 101
Palm Harbor, FL 34684
120213

Re: 

Dear Sir/ Madam:

It is with my understanding that the above referenced client has agreed to provide your office with the following assignment of insurance benefits in response to your request.

PROTECTION OF OUTSTANDING CHARGES: If the above named client recovers money damages from any person or entity responsible for charges incurred by the above named health provider, we agree to with hold from any check or draft which we are an additional named payee, sufficient funds, after deduction of attorney's fee and costs, to pay any outstanding medical bills in our possession for any and all reasonable and necessary charges owed to you in connection with the accident or event giving rise to and covered by the recovery and not paid or payable by any collateral source. This assignment of insurance benefits does not cover any charges which have been subject to reduction by the PIP carrier any charges are subject to arbitration under Florida Statute 627.736 (5). These charges are not billable to our client, and will not be protected by this firm.

The assignment of insurance benefits is subject to and it superseded by restrictive covenants, terms and conditions of insurance policies of the client and adverse rulings of the law.

AMOUNT PROTECTED: It is the health provider's obligation to furnish us with periodic updates of outstanding charges. Otherwise, we will rely on previously received records in seeking reimbursement from the tortfeasor. Under no circumstances will we withhold a sum larger than that submitted to the tortfeasor for reimbursement.

**FIRM ALSO HANDLES PROPERTY INSURANCE CLAIMS FOR
SINKHOLE, HURRICANE, STORM, WIND AND FIRE DAMAGE**

CA 207

PRO-RATA DISTRIBUTION IF INADEQUATE RECOVERY: If the net recovery is less than the total outstanding charges owed to all health providers covered by an assignment of insurance benefits or any other lien holder, such funds will be distributed on a pro-rata basis.

DISPUTES: If our client disputes any of your outstanding charges, or claims a set-off, and we are unable to resolve the issue, we will deposit the amount of the disputed charge/set-off into the court registry for judicial determination.

FURTHER TREATMENT: Upon receipt of this letter our client will continue to treat with your office relying on your acceptance of this assignment of insurance benefits and our client's promise to pay you from the settlement.

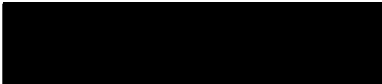
REPRESENTATION: In the event the client for some reason is no longer represented by my office then this assignment of insurance benefits is automatically revoked.

FACTORING OF MEDICAL EXPENSES OR COLLECTION:
Further if the medical provider sells the bills to another corporation, or factoring or collection during the pendency of the case then the assignment of insurance benefits is automatically revoked.

Sincerely yours,



Christopher N. Ligori



Client Signature

10/30/12
Date

CNL/adm

CA 207



September 23, 2013

(VIA FACSIMILE (727) 785-5753)

LETTER OF PROTECTION

Client: [REDACTED]

Provider: Florida Surgery Consultants

Date of Accident: 5/14/2012

Please be advised that this Letter of Protection (LOP) is being provided in order to secure needed and medically necessary treatment for the Client, the provision of which is required due to exhaustion of insurance coverage available to the Client, the absence of insurance coverage available to the Client or the denial of insurance coverage and the unfair refusal of the insurance company to pay for required and medical necessary treatment in full. Furthermore, the Client has suffered significant, permanent injuries requiring ongoing care and the Client does not have the means to obtain the required, ongoing care without the assistance of this LOP. This LOP does not create a financial relationship between the Provider or Carl Reynolds Law and does not release the Client from his or her responsibility to pay for the treatment rendered, regardless of the success or failure of any claim or lawsuit pertaining to the Client's injuries and medical expenses.

PROTECTION OF OUTSTANDING CHARGES: If the Client recovers money damages from any person or entity responsible for injuries sustained by the Client in the incident on the above date, Carl Reynolds Law agrees to withhold sufficient funds from any check or draft of which Carl Reynolds Law is an additional named payee, after deduction of attorneys' fees and costs along with collateral source payments, for reimbursement of all reasonable and medically necessary expenses and all other undisputed charges owed to Provider as a result of the incident on the above date provided the net recovery is sufficient to satisfy attorney's fees and costs and compensation to the Client in an amount equal to that of said attorney's fees and costs. If the net recovery is not sufficient according to the terms above, the amount protected will be subject to the limitations and calculations provided under the section of this document entitled Pro Rata Distribution If Inadequate Recovery.

ATTORNEYS AND COUNSELORS AT LAW

BRADENTON: 820 49th Street West • Bradenton, FL 34209 • Phone: 941-747-3300 • Fax: 941-708-0800

ORLANDO: 1320 N Semoran Boulevard, Suite 108 • Orlando, FL 32807 • Phone: 407-502-2100 • Fax: 407-502-2099

www.carlreynoldslaw.com



AMOUNT PROTECTED: If Carl Reynolds Law fails to receive a written statement of outstanding charges within five days of requesting same (either by facsimile or via U.S. mail), Carl Reynolds Law may presume that the amount owed by Client to Provider has been paid in full. It is the provider's obligation to furnish Carl Reynolds Law with periodic updates of outstanding charges. Under no circumstance will Carl Reynolds Law withhold a sum larger than that submitted to the tortfeasor for reimbursement nor will Carl Reynolds Law protect any amounts that should have been billed to a Personal Injury Protection insurance provider but were not billed on a timely basis and thus not owed by the insurance company or the patient/client nor will Carl Reynolds Law protect any amount above that which has been paid for by a health insurance provider, with the exception of allowable co-payments under the applicable health insurance policy guidelines. If payment is made pursuant to Personal Injury Protection and a fee schedule amount is applied to the bill submitted resulting in a reduction, Carl Reynolds Law will protect only the amount equal to 20% of the allowed charge for the medical services rendered.

PRO RATA DISTRIBUTION IF INADEQUATE RECOVERY: If the net recovery, allowing for attorney's fees and costs and compensation to the Client in an amount at least equal to that of the attorney's fees and costs, is less than the total outstanding charges owed to all Providers or other lien holders, such funds will be distributed among the Client, Providers and other lien holders on a pro rata basis. The pro rata distribution will consist of the appropriate portion going to attorney's fees and costs and the remainder to be split among the Client and Providers and other lien holders as follows: one-half to the Client and one-half to the Providers and other lien holders according to their pro rata share of all outstanding charges owed.

DISPUTES: If the Client disputes any of Provider's outstanding charges, or claims a set off, and Carl Reynolds Law is unable to resolve the dispute, Carl Reynolds Law may deposit the disputed amount into its escrow account or into the court registry for the county of the Client's choosing pending resolution of the dispute.

TERMINATION OF THE ATTORNEY/CLIENT RELATIONSHIP:

Notwithstanding anything above to the contrary, if for any reason the relationship between the patient and Carl Reynolds Law is terminated prior to Carl Reynolds Law receiving settlement funds, this agreement is null and void and Carl Reynolds Law will be relieved of all obligations arising out of this agreement or the client's indebtedness.

NON-ASSIGNABILITY OF FINANCIAL INTEREST: The terms of this agreement are limited to the parties herein and are non-assignable and non-transferable. In the event the financial interest of any of the parties herein are transferred or assigned, this agreement is null and void and Carl Reynolds Law will be relieved of all obligations arising out of this agreement or the client's indebtedness.

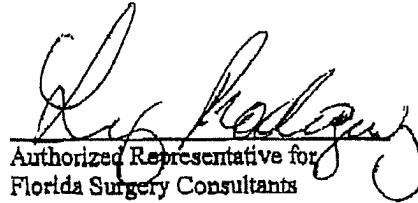
ATTORNEYS AND COUNSELORS AT LAW

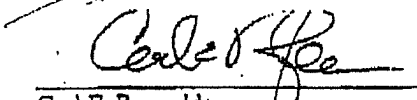
www.carlreynoldslaw.com



APPROVAL REQUIRED: This agreement becomes effective when executed by the Client, Provider and Carl Reynolds Law in the places provided below and Carl Reynolds Law receives the original executed agreement. Any modification of this agreement will render it null and void.




Authorized Representative for
Florida Surgery Consultants


Carl E. Reynolds
Attorney for the Plaintiff



September 23, 2013

(VIA FACSIMILE (727) 785-5753)

LETTER OF PROTECTION

Client: [REDACTED]
Provider: Florida Surgery Consultants
Date of Accident: 5/14/2012

Please be advised that this Letter of Protection (LOP) is being provided in order to secure needed and medically necessary treatment for the Client, the provision of which is required due to exhaustion of insurance coverage available to the Client, the absence of insurance coverage available to the Client or the denial of insurance coverage and the unfair refusal of the insurance company to pay for required and medical necessary treatment in full. Furthermore, the Client has suffered significant, permanent injuries requiring ongoing care and the Client does not have the means to obtain the required, ongoing care without the assistance of this LOP. This LOP does not create a financial relationship between the Provider or Carl Reynolds Law and does not release the Client from his or her responsibility to pay for the treatment rendered, regardless of the success or failure of any claim or lawsuit pertaining to the Client's injuries and medical expenses.

PROTECTION OF OUTSTANDING CHARGES: If the Client recovers money damages from any person or entity responsible for injuries sustained by the Client in the incident on the above date, Carl Reynolds Law agrees to withhold sufficient funds from any check or draft of which Carl Reynolds Law is an additional named payee, after deduction of attorneys' fees and costs along with collateral source payments, for reimbursement of all reasonable and medically necessary expenses and all other undisputed charges owed to Provider as a result of the incident on the above date provided the net recovery is sufficient to satisfy attorney's fees and costs and compensation to the Client in an amount equal to that of said attorney's fees and costs. If the net recovery is not sufficient according to the terms above, the amount protected will be subject to the limitations and calculations provided under the section of this document entitled Pro Rata Distribution If Inadequate Recovery.

ATTORNEYS AND COUNSELORS AT LAW

BRADENTON: 820 49th Street West • Bradenton, FL 34209 • Phone: 941-747-3300 • Fax: 941-708-0800
ORLANDO: 1320 N Semoran Boulevard, Suite 108 • Orlando, FL 32807 • Phone: 407-802-2100 • Fax: 407-802-2099
www.carlreynoldslaw.com



AMOUNT PROTECTED: If Carl Reynolds Law fails to receive a written statement of outstanding charges within five days of requesting same (either by facsimile or via U.S. mail), Carl Reynolds Law may presume that the amount owed by Client to Provider has been paid in full. It is the provider's obligation to furnish Carl Reynolds Law with periodic updates of outstanding charges. Under no circumstance will Carl Reynolds Law withhold a sum larger than that submitted to the tortfeasor for reimbursement nor will Carl Reynolds Law protect any amounts that should have been billed to a Personal Injury Protection insurance provider but were not billed on a timely basis and thus not owed by the insurance company or the patient/client nor will Carl Reynolds Law protect any amount above that which has been paid for by a health insurance provider, with the exception of allowable co-payments under the applicable health insurance policy guidelines. If payment is made pursuant to Personal Injury Protection and a fee schedule amount is applied to the bill submitted resulting in a reduction, Carl Reynolds Law will protect only the amount equal to 20% of the allowed charge for the medical services rendered.

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DISPUTES: If the Client disputes any of Provider's outstanding charges, or claims a set off, and Carl Reynolds Law is unable to resolve the dispute, Carl Reynolds Law may deposit the disputed amount into its escrow account or into the court registry for the county of the Client's choosing pending resolution of the dispute.

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NON-ASSIGNABILITY OF FINANCIAL INTEREST: The terms of this agreement are limited to the parties herein and are non-assignable and non-transferable. In the event the financial interest of any of the parties herein are transferred or assigned, this agreement is null and void and Carl Reynolds Law will be relieved of all obligations arising out of this agreement or the client's indebtedness.

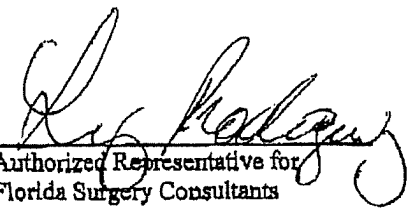
ATTORNEYS AND COUNSELORS AT LAW

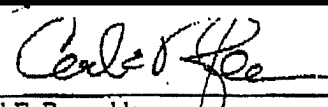
www.carlreynoldslaw.com


CARL
REYNOLDS
LAW

APPROVAL REQUIRED: This agreement becomes effective when executed by the Client, Provider and Carl Reynolds Law in the places provided below and Carl Reynolds Law receives the original executed agreement. Any modification of this agreement will render it null and void.




Authorized Representative for
Florida Surgery Consultants


Carl E. Reynolds
Attorney for the Plaintiff

Q Auto & Injury Attorneys

McCue, Reams & Associates, Leonard A. McCue, P.A.

Florida Surgery Consultants
35111 US 19 N, #101
Palm Harbor, FL 34684

Leonard A. McCue, III
Derek A. Reams
Sandra L. Bucha*
Christopher M. Nigro
Ivan F. Melendez, F.R.P.
*also admitted to practice
in Illinois and Wisconsin

Re: Our Client: [REDACTED]
Date of Loss: 9/12/2012

September 17, 2013

LETTER OF PROTECTION

PROTECTION OF OUTSTANDING CHARGES. If the above named client recovers money damages from any person or entity responsible for charges incurred by the above-named health provider, we agree to withhold from any check or draft in which we are an additional named payee, sufficient funds, after deduction of attorney's fees and costs, to pay any outstanding medical bills in our possession for any and all undisputed charges owed to you in connection with the accident or event giving rise to and covered by the recovery and not covered by any collateral source. It is your responsibility to acquire the names of any insurance company responsible for payment of your bills. Failure to do so will result in your bill being considered a disputed charge. NOTE: If you have neglected or failed to provide our client's personal insurance carrier with a statement of your charges within the time limitations set forth in 627.736(5)F, Florida Statutes, such charges or reimbursement claims may be unlawful charges and, therefore, our client is not required to pay such charges or reimbursement claims, other than certain hospital and emergency services, and, therefore such charges or reimbursement claims would be unenforceable.

"REASONABLE & CUSTOMARY" ADJUSTED CHARGES. Should an insurance company reduce the providers' charges for treatment and make payment based upon their determination of reasonable and customary charges, acceptance of that amount by the provider shall be deemed payment in full of the client's account.

AMOUNT PROTECTED. It is the health provider's obligation to furnish us with periodic updates of outstanding charges. Otherwise, we will rely on previously received records in seeking reimbursement from the tort-feasor. Under no circumstances will we withhold a sum larger than that submitted to the tort-feasor for reimbursement.

MEDICAL RECORDS AND BILLS. We cannot be responsible for any outstanding balances should we be unable to support these charges without copies of bills and medical records. If we receive no response within 10 days to our request of medical records or bills we will assume any charges are waived.

BALANCE CONFIRMATION. We will use best efforts to request a balance confirmation when recovery is imminent. If we fail to receive a written response within five days of mailing, we will presume the balance has been paid in full.

PRO RATA DISTRIBUTION IF INADEQUATE RECOVERY. If the net recovery is less than the total outstanding charges owed to all health providers covered by a letter of protection or any other lien holder, such funds will be distributed on a pro rata basis.

DISPUTES. If our client disputes any of your outstanding charges, claims a setoff or available funds are insufficient and we are unable to resolve the dispute, we will deposit the funds available for payment of all charges into the court registry for judicial determination. Doing so may result in additional fees and costs. Further, health provider agrees it will not assign this LOP without the written consent of the parties. Said consent shall not be unreasonably withheld.

[REDACTED] some valid only if returned to our office with both signatures **PRIOR TO SETTLEMENT.**

CLIENT/PATIENT

ATTORNEY

[Signature]
HEALTH PROVIDER, by authorized representative

rev 7/13

PRINCIPAL ADMINISTRATIVE OFFICE

524 9th STREET WEST, BRADENTON, FL 34205-7737

(941) 746-1258 • FAX (941) 746-1265

www.QLaw.com • E-MAIL: INFO@QLAW.com



OTHER LOCATIONS IN BRANDON, CLEARWATER, DAYTONA, JACKSONVILLE, LAKELAND, NEW SMYRNA, ORLANDO, PALM HARBOR, PORT CHARLOTTE, PORT RICHEY, SARASOTA, SEBRING, ST. PETERSBURG & TAMPA

EXHIBIT 5

Accounting of Investor Funds of Tri-Med Corporation

Client Investments		Client Investments & Expense Distribution		40% Expenses and Overhead	
Description	Investment 100%	Working Capital 60%	13% Mgmt Expense	Cost Int Reserve (Avg Int 13%/2 years)	Overhead 5%
Total Investments contracted	\$ 16,454,637.21	\$ 9,872,782.33	\$ 2,139,102.84	\$ 2,139,102.84	\$ 822,731.96
Current Balance (approx)				\$ 1,353,217.06	\$ 200,000.00
					\$ 740,458.67
					\$ 92,699.61
					\$ 464,108.27
					\$ 6,581,854.88

Medical AR Purchases		Projected Settle Values	
Description	Med Purchase Values	Buy Avg % rate of Retail	Avg Set %, Rate of Retail
Medical Burs Since Inception	\$ 4,334,123.20	0.3	0.55
IPC (Recent, past few months)	\$ 817,689.00	0.45	0.75
PSC (Recent, past few months)	\$ 880,259.42	0.3	0.55
Total	\$ 6,032,071.62		
		\$ 20,106,905.40	\$ 10,922,516.47

Real Estate & Intellectual Properties		Comments	
Description	Current Non-Medical properties	Props bought & sold	Props never bought
Five Properties	\$ 569,428.50		\$ 116,629.93
Gen Petersen	\$	\$ 589,066.90	\$ 57,000.00
St Vincent	\$	\$ 120,000.00	\$
Woodbridge Pkwy	\$	\$ 250,000.00	\$
Bentley Park	\$	\$ 100,000.00	\$
Software Costs of Visum	\$ 450,000.00		
Total Non-Medical properties	\$ 1,019,428.50		

Bank Accounts		Comments	
Description	Bank Account Values		
Liquid cash	\$ 4,550,000.00		Approximate funds being held Tri-Med Corp in both the Wells Fargo and Regions Acts
Cash held in other acts	\$ 350,000.00		Cash being held in other accounts for the purchase of invest real estate props. Properties purchase never completed. Money to be returned
Atty Malow's trust	\$ 210,000.00		Approximate funds being held in Atty Malow's Trust Act...
Atty Stanyon Trust	\$ 100,000.00		Settlement money by a 1st "receiver of funds"... Amts are in dispute. After amts are verified, money to be returned to Tri-Med's Set trust act
Charles Corcus acct	\$ 200,000.00		Settlement money by a 2nd "receiver of funds"... After amounts are verified, money to be returned to the Tri-Med's Settlement trust act
Total cash available	\$ 5,410,000.00		
Customer Interest Reserve	\$ (1,353,217.06)		
Cash available to invest	\$ 4,056,782.94		

Settlements and Settlement Payouts		Held in acts	
Description	Direct to clients		
Stanyon Settlements	\$ 260,750.00	\$ 100,000.00	
Corcus Settlements	\$ 277,350.00	\$ 200,000.00	
TriMed Settlements	\$ 453,460.76	\$ 253,491.55	
TOTALS	\$ 991,560.76	\$ 553,491.55	

Total Assets		Projected Settle Values	
Description	Current Value		
Medical AR Purchases	\$ 6,032,071.62	\$ 10,922,516.47	
Non-Medical properties	\$ 1,019,428.50	\$ 1,500,000.00	
Outstanding Loans	\$ 137,000.00	\$ 168,400.00	
Total cash available	\$ 5,410,000.00	\$ 5,410,000.00	
Total Assets	\$ 12,598,500.12	\$ 18,000,916.47	

This value is part of the above settlement figures and not an addition to...

Outstanding Loans

Borrower	Loan amount	Amount Due in 1 Year
Jim Nicholas	\$ 10,000.00	\$ 12,000.00
Nick Nicholas	\$ 1,000.00	\$ 1,200.00
Ray's Car Service	\$ 36,000.00	\$ 43,200.00
Dikson Rodriguez	\$ 20,000.00	\$ 24,000.00
Dr Meckerson	\$ 50,000.00	\$ 60,000.00
Ray's Car Service	\$ 20,000.00	\$ 28,000.00
Totals	\$ 137,000.00	\$ 168,400.00

EXHIBIT 6

SIEMENS

Siemens Medical Solutions USA Inc.
51 Valley Stream Parkway, Malvern PA 19355

FINAL INVOICE

INVOICE NUMBER	90299537
INVOICE DATE	04/29/2013
CUSTOMER NO.	213646
SALES ORDER NO.	30163793
DISTRICT	49
DIVISION	07

BILL TO:

DIAGNOSTIC PAIN SOLUTIONS
10653 WAYZATA BLVD #200
MINNETONKA, MN 55402

SHIP TO:

Dr Glen Pettersen (727) 871-8750
607 W MARTIN LUTHER KING BLVD-STE
TAMPA FL 33603

YOUR PURCHASE ORDER

NUMBER: 1-5KKA1S

DATE: 03/04/2013

PAGE 1 of 1

SHIP POINT	CARRIER'S NAME, FREIGHT REMARKS	SHIPPED VIA
DB - Shipping Point		
TERMS OF PAYMENT	TAX STATE	
Net 30 Days	FL	
		TOTAL PRICE
DESCRIPTION/SERIAL NO		
Equipment Contract Total		75,130.00
EQUIPMENT TYPE: SIREMOBIL Compact L (1K) YMAT		
Portion Billed Previously		0.00
100.00 % Final Amount Due		75,130.00
Taxes for Equipment Contract Total		4,540.80
MOUNT DUE NOW:		<u>79,670.80</u>

PLEASE DIRECT ANY INQUIRIES REGARDING THIS BILLING TO:
csgsbillinginquirycentral.healthcare@siemens.com

PLEASE REMIT TO:

Siemens Medical Solutions USA, Inc. PO Box 120001 - Dept. 0733, DALLAS, TX 75312-0733

The customer is hereby informed that section 1128B(b) of the Social Security Act requires that discounts and other reductions in price or the existence of discount programs be properly disclosed and reflected in the costs claimed or charges made by a provider under Medicare or a State Health Program.

NOTICE: COMPLIANCE WITH LEGAL AND INTERNAL REGULATIONS IS AN INTEGRAL PART OF ALL BUSINESS PROCESSES AT SIEMENS. POSSIBLE INFRINGEMENTS CAN BE REPORTED TO OUR HELPDESK "TELL US" AT WWW.SIEMENS.COM/TELL-US.
DUPLICATE INVOICES ARE SUBJECT TO A SERVICE CHARGE OF 1 1/2% PER MONTH, EQUAL TO 18% PER YEAR APPLICABLE.
GOODS HAVE BEEN CAREFULLY CHECKED AND SAFELY PACKED. NO RETURN OF MERCHANDISE WILL BE ACCEPTED UNLESS PREVIOUSLY APPROVED. EQUIPMENT ORDERED IN COLORS OTHER THAN STANDARD COLORS CANNOT BE CHANGED WITHOUT PRIOR WRITTEN CONSENT OF SIEMENS MEDICAL SOLUTIONS USA, INC. ALL MERCHANDISE REMAINS THE PROPERTY OF SIEMENS MEDICAL SOLUTIONS USA, INC. UNTIL PAID FOR IN FULL. CLAIMS MUST BE MADE WITHIN SEVEN (7) DAYS AFTER RECEIPT OF SHIPMENT.
THIS INVOICE IS FOR PAYMENT DUE PURSUANT TO THE TERMS OF THE EQUIPMENT SALES AGREEMENT BETWEEN SIEMENS AND CUSTOMER. PLEASE REFER TO THAT AGREEMENT FOR ALL APPLICABLE TERMS AND CONDITIONS OF SALE AND THE SOFTWARE LICENSE SCHEDULE.

8230

TRI-MED CORPORATION
OPERATING ACCOUNT
34931 US HIGHWAY 19 N. STE 104
PALM HARBOR, FL 34684-1901

Wells Fargo, N.A.
63-751-631

12/19/2013

PAY TO THE ORDER OF: **Siemens Medical Solutions**

\$ ****79,670.80**

Seventy-Nine Thousand Six Hundred Seventy and 80/100 ***** DOLLARS

Siemens Medical Solutions
51 Valley Stream Parkway
Malvern, PA 19355



AUTHORIZED SIGNATURE

MEMO *Jeremy Anderson*
inv # 90299537 (04/29/2013) Paid in Full

⑈008 230⑈ ⑆063 1075 13⑆ ⑆398 2570065⑈

Security Features. Details on back



Quintesse DIVINE AND SERVICE LTD
Location: DIVINE AND SERVICE LTD
For Deposit Only to Acct#: 0138915561
Date: 12/23/13
Deposited by: KMueller

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTIONS USE

Regions
Date: 12/23/13
>062000019<

The signature features listed below are well as those that may be excluded industry guidelines.

Security Features:

- Microprint: Microprint is a series of tiny characters that form the words "WELLS FARGO" repeated over and over again.
- Watermark: A watermark is a faint image or design that is visible when the document is held up to the light.
- Color: The colors of the document are printed with special inks that are difficult to replicate.
- Hologram: A hologram is a three-dimensional image that is created by the interference of light.
- Fluorescence: Some documents have areas that glow when exposed to ultraviolet light.
- Security Thread: A security thread is a thin, woven strip of material that is embedded in the paper.
- Void: A void is a special ink that disappears when the document is exposed to heat.
- Digital Signature: A digital signature is a unique electronic code that is attached to the document.
- QR Code: A QR code is a square barcode that can be scanned with a mobile device.
- Barcode: A barcode is a series of vertical lines of varying widths that represent data.
- Magnetic Ink Character Recognition (MICR): MICR is a technology that uses special inks to create a series of numbers and letters that can be read by a computer.
- Security Features: Security features are designed to help prevent fraud and ensure the authenticity of the document.

REQUEST 0000563582500000 79670.80
ROLL ECIA 20131223 000008228315676
JOB ECIA P ACCT 2870003982570065
REQUESTOR U138830
8510867 03/07/2014

Subpoena Processing Philadelphia
Y1372-110
Philadelphia PA 19101

EXHIBIT 7

12:14 PM

04/03/13

Accrual Basis

TRI-MED CORPORATION
Account QuickReport
 All Transactions

Type	Date	Num	Name	Memo	Amount	Balance
Short-Term Loan to Principles						
Short Term loan to Tim Patrick						
Check	03/01/2013	8077	TIM PATRICK	Short-term loan	10,000.00	10,000.00
Check	02/14/2013	8058	TIM PATRICK	Short-term loan and Professional Fees 2-15-13	2,500.00	12,500.00
Check	12/03/2012	8023	TIM PATRICK	Short Term loan to Tim Patrick (Already has received \$10,000)	7,500.00	20,000.00
Check	11/21/2012	8019	TIM PATRICK	Short Term loan to Tim Patrick	10,000.00	30,000.00
Check	09/05/2012	2121	DONALD SMITH, ATTORN...	Short Term loan to Tim Patrick (Legal services for Tim Patrick)	5,000.00	35,000.00
Total Short Term loan to Tim Patrick					35,000.00	35,000.00
Total Short-Term Loan to Principles					35,000.00	35,000.00
TOTAL					35,000.00	35,000.00

COMPOSITE EXHIBIT 8



Supreme Court of Florida

THURSDAY, MARCH 8, 2007

CASE NO.: SC06-178

Lower Tribunal Nos.: 2004-10,368(13C),
2004-11,702(13C),
2005-10,259(13C),
2005-10,130(13C)

THE FLORIDA BAR

vs. TIMOTHY ALLEN PATRICK

Complainant(s)

Respondent(s)

The Court approves the uncontested referee's report and directs that respondent receive a public reprimand to be administered by the Board of Governors of The Florida Bar at the first Board of Governors meeting subsequent to the date of this order.

Respondent shall pay restitution in the amount of \$13,000.00 to Dr. Tan Tran under the terms and conditions set forth in the report and the consent judgment.

Judgment is entered for The Florida Bar, 651 East Jefferson Street, Tallahassee, Florida 32399-2300, for recovery of costs from Timothy Allen Patrick in the amount of \$7,438.22, for which sum let execution issue.

Not final until time expires to file motion for rehearing, and if filed, determined.

A True Copy

Test:

Thomas D. Hall
Clerk, Supreme Court



cic

Served:

HON. WAYNE L. COBB, JUDGE
KENNETH LAWRENCE MARVIN
WILLIAM KALISH
JOY ANN DEMAS
DAVID A. MANEY

PUBLIC RECORDS

W.A.

File
1/11/07



IN THE SUPREME COURT OF FLORIDA

THE FLORIDA BAR,

Complainant,

CASE NO. SC06-178

TFB NOS. 2004-10,368(13C)

vs.

2004-11,702(13C)

2005-10,259(13C)

TIMOTHY ALLEN PATRICK,

2005-10,130(13C)

Respondent.

REPORT OF THE REFEREEI. SUMMARY OF PROCEEDINGS

Pursuant to the undersigned having been duly appointed as referee to conduct disciplinary proceedings herein according to Rule 3-7.6, Rules of Discipline, the following proceedings occurred:

On February 1, 2006, The Florida Bar filed its Complaint against the Respondent. The final hearing began on September 5, 2006 and finished on December 18, 2006. Counsel requested permission to make final arguments in writing which was granted. The referee received the last of the written final arguments on or about January 15, 2007. All of the pleadings, responses thereto, exhibits received in evidence and this report constitute the record in this case and are forwarded to the Supreme Court of Florida.

The following attorneys appeared as counsel for the parties:

For The Florida Bar: Joy Ann Demas

PUBLIC RECORD

MDG 7

For The Respondent: David Maney and Lee S. Damsker

II. FINDINGS OF FACT

A. Jurisdictional Statement. Respondent is a member of The Florida Bar and has been a member at all times during this investigation and subject to the jurisdiction and Disciplinary Rules of the Supreme Court of Florida.

B. Narrative Summary of Case. The Respondent has specialized in claimants' personal injury protection (PIP) litigation since 1997. He claims to have handled over 1,000 PIP claims during the last ten years. Section 627.736, Florida Statutes, requires personal injury protection benefits in the amount of \$10,000.00 be provided by most motor vehicle liability insurance policies issued in Florida. The statutory scheme provides that PIP benefits will be paid without regard to fault and be paid promptly. If not paid promptly, the insurance company becomes liable for interest, costs and attorney's fees if it suffers an adverse judgment on the claim.

Attorneys representing PIP claimants get paid only if they are successful in getting a judgment or settlement for their clients. Although their fees are contingent upon success, it is not a percentage of the amount recovered but a reasonable fee to be determined by the court or negotiated with the insurance company. [See section 627.428, F.S.] In PIP cases, the client can be either the patient or the medical care provider. In the three cases involved in this complaint, the client was the medical provider in two of the cases and the patient in one case.

In none of these cases was the complainant the client of the Respondent. In one of the cases, the complainant was the attorney that defended the case for State Farm Insurance Company; and in the other two cases, the complainant was a representative of Progressive Insurance Company.

Count One involves a Ms. Susan Whitney as patient and client and a Dr. Joseph Ciccarelo, a chiropractor. Following an automobile crash, Ms. Whitney was treated by Dr. Ciccarelo. Dr. Ciccarelo submitted a claim to Ms. Whitney's insurer, State Farm Insurance Company. The claim was denied by State Farm. Ms. Whitney paid Dr. Ciccarelo and engaged the Respondent to collect from State Farm. Dr. Ciccarelo's office provided to Ms. Whitney a form Legal Services Contract for her to engage the services of the Respondent. The form was prepared by the Respondent and delivered by him to Dr. Ciccarelo's office. The reason the Respondent delivered the form contract to Dr. Ciccarelo's office was a matter of some dispute; but in any event, Ms. Whitney was the only patient of Dr. Ciccarelo represented by the Respondent even though he represented Dr. Ciccarelo about 40 times.

Respondent filed an action on behalf of Ms. Whitney in Hillsborough County Court to collect the disputed amount of Dr. Ciccarelo's bill. In January, 1998, State Farm received a summary judgment against Ms. Whitney because she had earlier assigned her benefits to Dr. Ciccarelo. Without discussing with Ms.

Whitney the possible results, the Respondent filed an appeal and lost. State Farm obtained a judgment against Ms. Whitney in the amount of \$15,092.50 for attorney's fees and \$250.00 in costs. Respondent failed to notify Ms. Whitney of the judgment against her for several months.

The evidence was clear and convincing that during Respondent's representation of Mrs. Whitney, Respondent failed to send to Mrs. Whitney a copy of the order entered against her requiring that she pay the opposing attorney's fees in the amount of \$15,092.50 plus \$250.00 in costs. Clear and convincing evidence further demonstrated that Respondent failed to provide a copy of the appellate decision to Mrs. Whitney. As a result, Respondent failed to keep Mrs. Whitney reasonably informed about the status of her case.

Count Two was dismissed by The Florida Bar prior to the final hearing.

Count Three involves an action the Respondent filed on behalf of Dr. Francisco Gomez, M.D., to collect bills that Progressive Insurance Company had refused to pay. Dr. Gomez' deposition was once continued at the request of the Respondent. It was reset and continued at the request of Progressive. Respondent asked for sanctions against Progressive for cancelling the deposition on short notice; and in his motion, he alleged that Dr. Gomez had spent four hours preparing for the deposition and demanded expert witness fees for the doctor for that preparation. At a subsequent deposition of Dr. Gomez, the doctor testified that

he spent no time in preparing for the previously scheduled deposition. Respondent then withdrew the motion but did so outside of the twenty-one day "safe-harbor" provision of section 57.105(4), Florida Statutes. The court found the motion to be frivolous and granted a judgment against Dr. Gomez for reasonable attorney's fees and costs incurred in defending the motion for sanctions.

The evidence does not demonstrate that Respondent knowingly made a false statement of fact to the court when he filed a motion stating that Dr. Gomez had spent four hours preparing for a deposition that was cancelled. Other attorneys and staff in Mr. Patrick's office worked on the file and communicated with Dr. Gomez. No evidence established that Mr. Patrick knew this allegation to be false when he filed the motion.

Count Four involves a claim by the Respondent against Progressive to recover benefits on behalf of Tran Chiropractic & Wellness Center (Dr. Tran). Progressive offered by letter to settle the claim for \$1,770.00 plus a reasonable attorney's fee and costs. Without communicating this offer to Dr. Tran, Respondent replied to Progressive that Dr. Tran would accept the offer if Progressive would pay to him an attorney fee in the amount of \$1,300.00 and costs. Progressive responded that it would pay the \$1,300.00 attorney fee if Respondent submitted time sheets justifying the fee or \$1,000.00 without time sheets. Respondent refused to provide time sheets or reduce his fee still without

communicating with Dr. Tran. Progressive then withdrew the offer and the action proceeded to litigation.

Respondent then made an offer without consulting Dr. Tran that included a \$2,250.00 fee demand which was rejected. Progressive then served Dr. Tran with a proposal for settlement in the amount of \$100.00. Dr. Tran rejected this offer. Still without consulting Dr. Tran, about July 1, 2004, Respondent transmitted an offer to Progressive to settle the action for \$5,000.00 attorney's fees and nothing for Dr. Tran. Progressive rejected this offer and informed Respondent that it intended to seek attorney's fees and costs from Dr. Tran. Dr. Tran then communicated directly with Progressive and learned for the first time about the first two settlement offers made by Progressive. Dr. Tran testified that he would have accepted the \$1,770.00 settlement offer by Progressive had he known about it. Ultimately, Dr. Tran paid \$13,000.00 to Progressive for attorney's fees and costs in settlement of this case.

Respondent testified that he communicated all offers to Dr. Tran, but he has neither credible notations nor any cover letters in support of this testimony. Respondent did offer in evidence a copy of a letter dated July 1, 2004, regarding a settlement offer with a handwritten "cc" to Dr. Tran; but he had previously furnished a copy of this letter to Bar counsel which did not contain this "cc" notation. Respondent could not explain the discrepancy. Respondent also testified

that he dealt with Marci Cole in Dr. Tran's office regarding settlement offers, but she denied those dealings.

Clear and convincing evidence supports a finding that Respondent failed to communicate to Dr. Tran offers of settlement by Progressive.

III. RECOMMENDATIONS AS TO GUILT

As to each count of the complaint, I make the following recommendations:

As to Count One, I find Respondent guilty of violating Rule 4-1.4(a) by failing to keep his client, Susan Whitney, reasonably informed about the status of her case.

As to Count Two, The Florida Bar dismissed this count prior to the final hearing.

As to Count Three, I find Respondent not guilty of the charges.

As to Count Four, I find Respondent guilty of violating (1) Rule 4-1.4(a) by failing to keep his client, Dr. Tran, reasonably informed about the status of his case; (2) Rule 4-1.4(b) by failing to explain a matter to his client to the extent necessary to permit his client to make informed decisions regarding the representation; and (3) Rule 4-8.4(a) by failing to act with reasonable diligence and promptness in representing his client.

IV. RECOMMENDATIONS AS TO DISCIPLINARY MEASURES

a. Respondent shall be publicly reprimanded before the Board of Governors at the first Board of Governors meeting subsequent to the receipt of the Supreme Court Order approving the Report of Referee.

b. Respondent shall pay restitution to Dr. Tan Tran in the amount of \$13,000.00 payable within 30 days from the date of the Supreme Court Order approving the Report of Referee.

c. Respondent shall pay the Bar's costs in the amount of \$7,438.22 within 30 days from the date of the Supreme Court Order approving the Report of Referee.

V. PERSONAL HISTORY, PAST DISCIPLINARY RECORD, AGGRAVATING AND MITIGATING FACTORS

Prior to recommending discipline pursuant to Rule 3-7.6(k)(1), I considered the following:

A. Personal History of Respondent:

Date of Birth: July 31, 1965

Date Admitted to Bar: January 26, 1993

Prior Disciplinary Convictions and Disciplinary Measures Imposed Therein: Admonishment for Minor Misconduct in 2002

The referee notes that the Respondent is certified in the following area(s) of practice: None.

B. Aggravating Factors:

- (a) Prior Discipline: Respondent received an Admonishment for Minor Misconduct in 2002 for violating Rules Regulating The Florida Bar 4-8.4(c) (misconduct) and 4-3.2 (expediting litigation).
- (c) Pattern of misconduct.
- (d) Multiple offenses.
- (i) Substantial experience in the practice of law.

C. Mitigating Factors:

No mitigating factors were applicable.

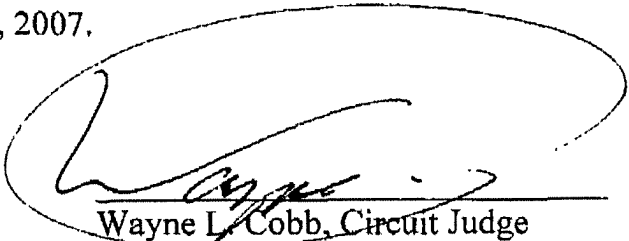
IV. STATEMENT OF COSTS AND MANNER IN WHICH COSTS SHOULD BE TAXED

I find the following costs were reasonably incurred by The Florida Bar:

Administrative Costs pursuant to Rule 3-7.6(q)(1)(I)	\$1,250.00
The Florida Bar Expenses	
Investigative Costs including Travel and Out of Pocket Expenses:	2,465.59
Court Reporter Fees	3,405.05
Witness Expenses	89.00
Assistant Staff Counsel Expenses	<u>228.58</u>
TOTAL	<u>\$7,438.22</u>

Other costs may have been incurred. It is recommended that all such costs and expenses, together with the foregoing itemized costs, be charged to the Respondent; and that interest at the statutory rate shall accrue and be payable beginning 30 days after the judgment in this case becomes final unless a waiver is granted by the Board of Governors of The Florida Bar.

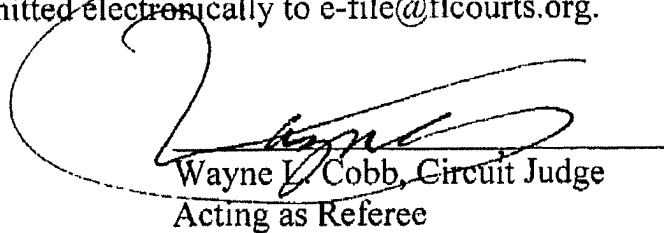
Dated this 21st day of February, 2007.



Wayne L. Cobb, Circuit Judge
Acting as Referee
Pasco County Courthouse
38053 Live Oak Avenue, Room 106A
Dade City, FL 33523

CERTIFICATE OF SERVICE

I hereby certify that on February 21, 2007, the original of the foregoing Report of Referee and the record was picked up by DHL for overnight delivery to The Honorable Thomas D. Hall, Clerk, Supreme Court of Florida, 500 South Duval Street, Tallahassee, FL 32301 and that copies of the Report of Referee were mailed via regular U.S. Mail to Joy Ann Demas, Esquire, Assistant Staff Counsel, The Florida Bar, 5521 West Spruce Street, Suite C-49, Tampa, FL 33607-5958; David Maney, Esquire, Attorney for Respondent, P. O. Box 172009, Tampa, FL 33672-2009; and Kenneth Lawrence Marvin, Esquire, Staff Counsel, The Florida Bar, 651 E. Jefferson Street, Tallahassee, Florida 32399-2300. On this same date, the Report of Referee was transmitted electronically to e-file@flcourts.org.



Wayne L. Cobb, Circuit Judge
Acting as Referee

Supreme Court of Florida

No. SC09-2057

THE FLORIDA BAR,
Complainant,

vs.

TIMOTHY ALLEN PATRICK,
Respondent.

[June 23, 2011]

PER CURIAM.

We have for review a referee's report regarding alleged ethical breaches by Timothy Allen Patrick. We have jurisdiction. See art. V, § 15, Fla. Const. For the reasons discussed herein, we approve the referee's findings of fact, recommendations of guilt, recommended sanctions, and award of costs to The Florida Bar.

FACTS

In November 2009, The Florida Bar filed a complaint against Respondent alleging that he violated Rules Regulating the Florida Bar 3-4.3 (general misconduct); 4-1.8(e) (advancing costs of litigation to client); and 4-8.4(c)

PUBLIC RECORD

MS
7/6/11

WDC

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(conduct involving dishonesty, deceit, fraud, or misrepresentation). A referee was appointed who held hearings, considered evidence, and submitted a report to the Court in which he made the following findings and recommendations.

Respondent represented Dr. Newman, a chiropractor, on two PIP claims against Progressive Insurance Company (“Progressive”) regarding the treatment of Mr. Riley (“Riley”) and Mrs. Reem Riley (“Reem Riley”). Respondent represented Newman pursuant to a legal services contingency fee contract. The contract provided that if Newman prevailed, the insurance company would be required to pay Newman’s attorney’s fees to Respondent. If Newman did not prevail, Newman would not owe Respondent any attorney’s fees. Thus, Newman would not be responsible for payment of attorney’s fees to Respondent. On the other hand, if the insurance company prevailed, the contract provided that Newman alone could be responsible for Progressive’s attorney’s fees and costs.

The referee found that the “claim involved a \$24.00 claim for each of the two Rileys, i.e. a total of \$48.00.” The entire benefit Newman could gain from the case was payment of \$48 and a clear statement to Progressive that he would pursue claims and that the claims were valid. By the time the case reached mediation, Respondent had spent approximately sixty hours working on it. His normal billing rate was \$225 per hour.

If an insured is ultimately found liable for contesting a PIP claim, the statutory penalties of interest and attorney's fees would be applicable. If the claim was determined to be unfounded, Newman could have been responsible for Progressive's attorney's fees.

At mediation, Progressive offered \$2500 to settle the claim. By this offer, Newman would have been paid in full (\$48) and would have established the desired precedent that Progressive must pay these claims. The referee found that "Newman could not have gained or benefited any more than the offer made at mediation." However, if Newman accepted the offer, Respondent would have been compensated less than \$2,500 for his sixty hours of work. Newman rejected the settlement offer. The reason for the rejection is the primary factual dispute in this case.

Newman testified that he was inclined to accept the offer, as it would have given him everything he could have received in the case and eliminated any risk that he would be liable for Progressive's fees and costs. According to Newman, Respondent raised the issue that he had spent sixty hours on the case and that this would be a low amount of compensation for him. Newman stated that Respondent wanted to proceed with the case, and indicated there was a high likelihood that the claim would be upheld and then Respondent could be appropriately compensated. According to Newman, Respondent told him that Respondent would be responsible

for all of Progressive's fees and costs if Progressive prevailed. Newman testified that he rejected the mediation offer based upon Respondent's representations.

Respondent admitted that he did raise the issue of the time he had invested in the case, but he denied advising Newman to reject the claim and denied offering to be responsible for Progressive's possible attorney's fees or costs. The referee found that Respondent's testimony regarding the decision to reject the mediation offer was vague and incomplete, and that there were direct conflicts between Respondent's and Newman's testimonies.

Because the offer was rejected at mediation, the two PIP claims proceeded to trial and appeal. The Reem Riley case proceeded to a non-jury trial. Newman's claim was upheld at the trial and he was awarded \$24 in damages. Also, he was entitled to attorney's fees and costs. Respondent had expended 235.5 hours for the Reem Riley \$24 PIP claim. The court awarded attorney's fees of \$120,772.50, as well as costs, on the \$24 PIP claim.

As to the Riley claim, Progressive was awarded a Final Summary Judgment and attorney's fees. The court awarded \$9,000 in fees to Progressive, plus \$1,200 in costs. The court authorized a setoff for these claims that would have netted Respondent approximately \$110,000. Progressive appealed the award and Newman filed a cross-appeal.

Respondent "retained" another attorney, Mr. Saltgaver, to represent Newman in the appeal. Pursuant to the contingent fee agreement, Newman was not responsible for payment of any fees to Saltgaver.

Progressive prevailed on both appeals. The award of attorney's fees to Respondent was set aside. Newman was legally responsible for Progressive's fees and costs.

Respondent then retained the services of another attorney, Mr. Caldevilla, to pursue additional appellate remedies. Respondent signed a fee engagement letter with Caldevilla, but Newman never signed the engagement letter. Caldevilla sent periodic statements to Respondent and Newman, with Respondent paying Caldevilla approximately \$5800 in fees. When Caldevilla contacted Newman regarding fees owed, Newman indicated that he had never signed the fee engagement letter and was not responsible for any of Caldevilla's fees. At that point, Caldevilla's office staff examined the office's records and confirmed that the fees had been paid by Respondent, not Newman. Caldevilla contacted Respondent regarding these payments, and Respondent feigned surprise that his office had been paying Caldevilla's fees. The referee found this representation by Respondent to Caldevilla was "in direct contravention of the clearly established evidence in this case that Patrick accepted responsibility for payment of at least part of Caldevilla's fees and authorized payment thereof. The representations by Patrick to Caldevilla

regarding surprise that he had been paying part of the fees was false and misleading.”

Progressive prevailed on both of these appeals. Progressive sought payment from Newman of the fees that were awarded to Progressive.

The referee had to determine “whether Newman rejected the offer to settle and accepted responsibility of the potential liability for Progressive’s attorney’s fees or whether Patrick induced Newman to reject the offer so that Patrick could pursue full payment of attorney’s fees and costs herein and Patrick assume responsibility for Progressive’s attorney’s fees in the perceived unlikely event that Progressive ultimately prevailed in the case.” The referee found that Newman rejected the offer of settlement based upon Respondent’s inducements so Respondent could pursue the full claim for attorney’s fees. The referee also found that Respondent told Newman that if Progressive prevailed, Respondent would be responsible for Newman’s fees and costs to Progressive. The referee specifically rejected Respondent’s assertions that he did not induce and encourage Newman to reject the offer of settlement and did not indicate to Newman that Respondent would be responsible for Progressive’s fees and costs if Progressive prevailed.

Further, the referee found that Newman’s actions after the rejection of the settlement offer were consistent with Newman’s reliance on Respondent’s assurance that he would have no ultimate risk because Respondent had assumed all

risk of continuing the prosecution of these small PIP claims. Newman had nothing further to gain. Absent Respondent's assurances, Newman faced significant risk in having the cases proceed after mediation. Also, Newman's decision not to sign Caldevilla's fee engagement letter and refusal to pay any fees are consistent with this position.

In comparison, the referee found that Respondent's explanations of the rejection of the offer "defy reason, logic, and an attorney's duty to zealously represent a client." Respondent's claim that he merely let Newman decide without providing a recommendation falls below any reasonable level of competency. Respondent should have advised Newman to accept the offer because the offer gave Newman everything Newman could have gained in the case. The referee stated:

The entire motivation to reject the offer at mediation and proceed with this claim was based upon Patrick's desire to be fully compensated for the time, money, and effort he had placed in this case. In order to be able to do so, he induced and convinced Newman to reject the offer by accepting all of the additional risk. Patrick clearly placed his personal interest of being compensated above the interest of his client. Patrick wrongfully advised and induced his client to reject an offer for full compensation so that Patrick could personally benefit. Patrick wrongfully agreed to and paid approximately \$5,800.00 towards Caldevilla's fees.

Respondent denied making this inducement to Newman and refused to pay any of Progressive's fees or costs that were levied upon Newman.

The referee found that Respondent's conduct, which includes placing his personal interest above the interests of his client, inducing his client to reject an offer that could subject his client to significant liability and his refusal to abide by his representations to Newman significantly damaged his client.

Respondent's representations to Newman made Respondent the primary beneficiary of any successful litigation, while imposing substantial risk on Newman, his client, in the event of failure. Respondent engaged in two instances of inducing Newman to continue the litigation, even though further litigation could not provide any additional benefit to Newman. Respondent induced Newman to continue the litigation so Respondent could pursue more promising compensation.

Recommendations as to Guilt. The referee recommended that Respondent's unethical promise to indemnify Newman violated rules 3-4.3 (general misconduct) and 4-1.8(e) (improper financial assistance to client).

Also, Respondent improperly continued the litigation by agreeing to pay and then actually paying a portion of Caldevilla's attorney's fee. Based on this misconduct, which is uncontroverted, the referee recommended finding that Respondent is guilty of violating rules 3-4.3(general misconduct) and 4-1.8(e) (improper financial assistance to client).

Respondent was also charged with violating rule 4-8.4(c) (conduct involving dishonesty, fraud, deceit, or misrepresentation). The referee did not recommend finding a violation of this rule.

Disciplinary History. Respondent was the subject of two previous disciplinary matters. One of those cases, Florida Bar v. Patrick, 954 So. 2d 28 (Fla. Mar. 8, 2007) (No. SC06-178), is relevant to the present case because it shows Respondent has a history of placing his own financial interests above those of his clients. In that case, the Court issued an order imposing a public reprimand and directing Respondent to pay \$13,000 in restitution.¹

In one count, Respondent had failed to inform his client, Mrs. Whitney, that the insurance company had received a summary judgment against her. Respondent pursued an appeal without telling the client. He lost the appeal, and the insurance company obtained a judgment against the client for approximately \$15,300 in attorney's fees and costs.

In another count, Respondent received an offer from Progressive on behalf of his client, Dr. Tran. Respondent did not communicate the offer to Tran, but told Progressive that Tran would accept the offer if Progressive paid Respondent's attorney fees of \$1300 and costs. Progressive and Respondent did not reach an agreement regarding the amount of attorney's fees, and the case proceeded to

1. The other case was resolved in 2001 at the grievance committee level. Thus, it did not result in an order by the Court.

litigation. Thereafter, Respondent twice made offers to Progressive, without consulting with Tran, which Progressive rejected. Eventually, Tran had to pay Progressive's attorney's fees and costs of \$13,000.

Aggravating and Mitigating Factors. The referee found two aggravating factors: prior disciplinary offenses (specifically noting that Respondent's misconduct in the current case is remarkably similar to the facts in No. SC06-178); and dishonest or selfish motive (Respondent placed his desire to collect attorney's fees and costs above the interests of his client, Newman, to the detriment of the client). The referee found one mitigating factor, good character or reputation.

Recommended Sanctions and Award of Costs. After considering the Florida Standards for Imposing Lawyer Sanctions and case law, the referee recommended that Respondent be suspended for one year and that Respondent must successfully complete an ethics course and pass the ethics portion of the bar examination. The referee awarded costs to The Florida Bar in the amount of \$3,873.15.

On Review. Respondent petitioned for review, challenging the referee's report on three issues.

ANALYSIS

First, Respondent challenges the referee's finding of fact that Respondent orally promised to indemnify Newman for the opposing party's attorney's fees and costs. The Court's standard of review for evaluating a referee's factual findings is

as follows: This Court's review of such matters is limited, and if a referee's findings of fact are supported by competent, substantial evidence in the record, this Court will not reweigh the evidence and substitute its judgment for that of the referee. Fla. Bar v. Frederick, 756 So. 2d 79, 86 (Fla. 2000); see also Fla. Bar v. Jordan, 705 So. 2d 1387, 1390 (Fla. 1998). Further, a party cannot meet this burden by simply pointing to contradictory evidence when there is also competent, substantial evidence in the record to support the referee's findings. Fla. Bar v. Committe, 916 So. 2d 741, 746 (Fla. 2005); Fla. Bar v. Nowacki, 697 So. 2d 828, 832 (Fla. 1997).

Respondent has not met his burden. He asserts that the referee's findings are not supported, but does so by pointing to his own testimony. Thus, he is pointing to the contradictory evidence that the referee thoroughly considered. Further, the referee specifically acknowledged in his report that there was conflicting evidence. Thereafter, the referee explicitly found that Newman was a credible witness and Respondent was not. "Because the referee is in the best position to judge the credibility of the witnesses, we defer to the referee's assessment and his resolution of the conflicting testimony." Fla. Bar v. Elster, 770 So. 2d 1184, 1185 (Fla. 2000); see also Fla. Bar v. Carricarte, 733 So. 2d 975, 978 (Fla. 1999) (the referee is in a unique position to assess the credibility of witnesses, and his judgment

regarding credibility should not be overturned absent clear and convincing evidence that his judgment is incorrect).

In making this credibility determination, the referee noted that Newman's testimony was consistent with the events that occurred. Newman called Respondent and had a heated discussion with him regarding Respondent's promise to pay Progressive's fees and costs. Also, Newman did not make any payments towards Caldevilla's fees, even though Caldevilla was sending him monthly bills. Further, Respondent's office was paying the bills from Caldevilla. Thus, the actual events that took place corroborate Newman's testimony.

Accordingly, based on competent substantial evidence in the record and the referee's credibility finding, we conclude that the referee's finding that Respondent orally promised to indemnify Newman for Progressive's attorney's fees and costs is supported.

Second, Respondent asserts that the referee's factual findings are insufficient to support the recommendations as to guilt. The Court has repeatedly stated that the referee's factual findings must be sufficient under the applicable rules to support the recommendations as to guilt. See Fla. Bar v. Shoureas, 913 So. 2d 554, 557-58 (Fla. 2005). Thus, Respondent is challenging the referee's findings of fact and legal conclusions. Initially, the Court examines the record to determine whether the facts are supported, as the findings of fact are the first step in

determining whether a respondent has violated the disciplinary rules. Next, the Court determines whether those facts support the legal conclusion regarding the recommendations as to guilt.

Respondent asserts that the Court should disapprove the referee's recommendation that he violated rule 4-1.8(e) (advancing costs of litigation to client). The critical facts are admitted regarding this issue—Respondent agreed to pay at least a portion of Caldevilla's fees. Further, Respondent's firm sent checks to pay those fees. Thus, the referee's findings of fact are supported by competent substantial evidence (testimony and the firm's checks), as Respondent paid for the Caldevilla appeals.

The determinative issue is whether the payments violated rule 4-1.8(e). In Florida Bar v. Jasperson, 625 So. 2d 459 (Fla. 1993), the respondent was found guilty of violating rule 4-1.8(e). In Jasperson, the clients retained the respondent to file a bankruptcy petition to prevent the sale of their residence through a scheduled foreclosure sale. Through an error of the respondent's office, which respondent admitted, the bankruptcy petition was not filed until approximately one hour after the foreclosure sale of the home. Although other parties were interested in the property, the respondent offered to purchase the home. The clients sold the home to the respondent "in exchange for his paying off the foreclosure judgment, paying off the clients' unsecured indebtedness, and giving the clients \$5,000 cash." Id. at

461. The respondent did not inform the bankruptcy court of this event. In fact, the respondent proceeded with the bankruptcy case, including filing a second bankruptcy petition. When the bankruptcy court learned of the sale and the respondent's failure to inform that court of these events, the bankruptcy court fined the respondent \$20,000 and referred the matter to The Florida Bar. In an order, the bankruptcy court stated:

Once the contract for sale was entered and ultimately consummated, the only possible reason for continuing with the bankruptcy case was protection of Jasperson's interests in the property. It is clear at that point Debtors could gain no further advantage by continuation of the case since all the benefits normally obtained by a Chapter 13 case had been realized through the contract for sale of the property. Furthermore, had the Court chosen to convert this case to one under Chapter 7, the potential negative ramifications on Debtors of continuing the bankruptcy case could have been considerable. Thus, it is clear Jasperson's interests not only interfered with his representation of Debtors, they completely dominated all actions taken in the bankruptcy case.

.....

Jasperson has argued repeatedly that during its entire pendency, the bankruptcy case served both himself and Debtors. He has stated the bankruptcy case was continued in order to protect Debtors' equity in their home by permitting Debtors an opportunity to redeem their property. He has also contended if the redemption of the property could not be accomplished either through the bankruptcy case or the state court proceedings, the money paid under the contract for sale would be returned and Debtors would proceed towards proposal of a plan. These assertions are not supported by the contract for sale, the statements in Debtors' Affidavit or common sense. . . .

It follows from this reasoning and from a review of the various pleadings filed in this case and in the adversary proceeding that each document filed after the execution of the contract for sale was filed for the improper purpose of avoiding malpractice liability on the part of Jasperson and protecting Jasperson's interests in the property.

Id. at 461-62. Additionally, the bankruptcy court chastised Jasperson for filing documents containing misleading statements and called the ongoing bankruptcy proceeding a "mere fiction sustained solely for Jasperson's benefit." Id. at 462.

While Respondent asserts that rule 4-1.8(e) permitted him to fund the appeal of his client's case by another attorney, Jasperson undermines his position. Respondent asserts that he continued the appellate cases in order to benefit his client. However, like Jasperson, Respondent proceeded with the cases to benefit himself. In both the present case and Jasperson, the clients had little or nothing to gain by proceeding with the cases. In fact, Newman was exposed to more liabilities by proceeding with the cases. Further, both respondents proceeded with the cases, at least in part, to rectify significant mistakes that they had made. Jasperson had missed the deadline, then engaged in a conflict of interest by buying the house from his clients and paying them an additional \$5000—he used his funds in an attempt to cover his mistake and placate his clients. Similarly, Respondent had encouraged his client to proceed with the cases and not accept the offer at mediation because Respondent wanted to be paid his attorney's fees. When the results were not entirely favorable at the lower court level and when Saltgaver lost

the appeal, Respondent agreed to pay part of Caldevilla's appellate attorney's fees to encourage Newman to proceed with another appeal. Based on Jasperson, we conclude that Respondent violated rule 4-1.8(e) by telling Newman that he would pay part of the appellate attorney's fees if Newman would proceed with the cases on appeal, and then by paying a portion of those fees.²

Next, Respondent argues that the phrase "expenses of litigation" in rule 4-1.8(e) permitted him to pay the appellate attorney's fees. While not binding, the comment to the rule does not support this argument. The comment provides:

Lawyers may not subsidize lawsuits . . . brought on behalf of their clients, including making . . . loans to their clients for living expenses, because to do so would encourage clients to pursue lawsuits that might not otherwise be brought and because such assistance gives lawyers too great a financial stake in litigation. These dangers do not warrant a prohibition on a lawyer advancing a client court costs and litigation expenses, including the expenses of medical examination and the reasonable costs of obtaining and presenting evidence

R. Regulating Fla. Bar 4-1.8 cmt. (2006).

The comment plainly states that lawyers should not subsidize their clients' lawsuits (this does not refer to contingent fee cases, as those are addressed elsewhere in the rules). By his conduct, Respondent developed "too great a financial stake in the litigation." Respondent had not been paid for his lower court

2. The respondent in Florida Bar v. Rue, 643 So. 2d 1080, 1081 (Fla. 1994), was found guilty of violating rule 4-1.8(e). Rue had provided improper monetary advances to his clients for "living expenses."

efforts, so he decided to use his own funds to pursue the appellate cases through Caldevilla, as Respondent wanted to be awarded his attorney's fees.

Further, the comment explains the phrase "litigation expenses" by providing an example of permissible litigation costs: the reasonable costs involved in obtaining and presenting evidence. The payment of another attorney's fees is not listed as a permissible litigation expense.³ Thus, the rule addresses recognized costs regarding evidence, not the fees of another attorney.

We conclude that Respondent violated rule 4-1.8(e) by paying a portion of the fees of appellate counsel. The determinative fact is that Respondent funded Caldevilla's work because Respondent wanted to continue the litigation and win the cases. Although this arrangement could be beneficial for both Newman and Respondent, the fact that Respondent moved from representing his client in the lower court to being an individual with a significant stake in the outcome of the appeal and paying a noteworthy portion of another person's attorney's fees to pursue that appeal shows a violation of the rule. This is the very type of situation that the rule seeks to prevent. Respondent crossed the line from being an advocate

3. The 2009 version of the rule was not in effect when Respondent engaged in the misconduct. The subsequent opinion of In re Amendments to the Rules Regulating the Florida Bar, 24 So. 3d 63, 117 (Fla. 2009), amended the comment to elaborate that expenses could include a "diagnostic medical examination used for litigation purposes." (Emphasis added.) Clearly, the rule focuses on the costs of obtaining and presenting evidence.

for his client (at the trial level) to becoming an interested party (at the appellate level) by using his money to pay another attorney to pursue the cases so Respondent could receive his attorney's fees. Accordingly, we approve the referee's recommendation that Respondent be found guilty of violating rule 4-1.8(e).⁴

Third, Respondent challenges the referee's recommendation of a one-year suspension, asserting that the recommended sanction is excessive and does not have a reasonable basis in existing case law.⁵ Respondent argues that a ninety-day suspension is the appropriate discipline. In reviewing a referee's recommended discipline, this Court's scope of review is broader than that afforded to the referee's findings of fact because, ultimately, it is the Court's responsibility to order the appropriate sanction. See Fla. Bar v. Anderson, 538 So. 2d 852, 854 (Fla. 1989); see also art. V, § 15, Fla. Const. However, generally speaking, this Court will not second-guess the referee's recommended discipline as long as it has

4. Respondent asserts the referee's recommendation that he violated rule 4-1.8(e) is unsupported and thus the recommendation that he violated rule 3-4.3 (general misconduct) should be disapproved. Respondent does not provide any separate arguments addressing the recommendation that he violated rule 3-4.3. As we find the referee's recommendation that Respondent violated rule 4-1.8(e) is supported, we disagree with Respondent's broad assertion that he did not violate rule 3-4.3.

5. The parties agree that suspension is the appropriate sanction. On review, the issue in dispute is the length of the suspension.

a reasonable basis in existing case law and the Florida Standards for Imposing Lawyer Sanctions. See Fla. Bar v. Temmer, 753 So. 2d 555, 558 (Fla. 1999).

In Florida Bar v. Rotstein, 835 So. 2d 241 (Fla. 2002), the respondent was the subject of three counts of disciplinary misconduct. In two of the counts, Rotstein had taken action against his clients in order to pursue his own financial interests. One client had retained Rotstein to represent her in a suit against a restaurant. The case settled at mediation for \$500 and the client executed some of the settlement documents, but she refused to endorse the settlement check when she discovered that her proceeds would be \$12.15. Rotstein filed a motion to enforce settlement without notifying the client, and without her knowledge or consent, thereby knowingly taking a position adverse to his client and violating the rules. Rotstein received a one-year suspension.

The facts in Rotstein are more egregious than the present case and there were slightly more rule violations found in Rotstein. However, like Rotstein, the instant Respondent knowingly engaged in actions that were adverse to his client in the very matters in which he was representing him. Rotstein, 835 So. 2d at 245. Respondent manipulated his client into proceeding with the case, which was detrimental to Newman, merely so Respondent could have an opportunity to collect attorney's fees and costs. We have stated that "[d]ishonesty and a lack of candor cannot be tolerated by a profession that relies on the truthfulness of its

members.” Fla. Bar v. Korones, 752 So. 2d 586, 591 (Fla. 2000) (quoting Fla. Bar v. Graham, 605 So. 2d 53, 56 (Fla. 1992)).

In addition, Respondent has a significant aggravating factor—a disciplinary history for similar misconduct. The Court has stated that “cumulative misconduct of a similar nature warrants an even more severe discipline than might dissimilar conduct.” Fla. Bar v. Walkden, 950 So. 2d 407, 410 (Fla. 2007). The referee specifically noted that when Respondent represented his clients Whitney and Tran in the previous disciplinary case, his conduct was extremely similar to that in the current case. In that prior disciplinary case, Respondent’s attempts to obtain attorneys fees for representation of PIP claims were similar to his actions in representing Newman, as Respondent placed his interests above those of his clients. The facts of the present disciplinary proceeding show that Respondent deliberately proceeded with Newman’s cases, knowing that he had more of an interest in winning the appeal by Caldevilla than Newman. For that very reason, Respondent was willing to pay Caldevilla’s fees to pursue the appeal. Also, Respondent did not accurately inform Newman of the possible harm that could result from proceeding with the cases, and Newman did eventually incur harm as he was responsible for significant fees when the appeal was lost and Respondent did not fulfill his promise to indemnify his client. Respondent’s actions caused

Newman to be held liable in an approximate amount of \$200,000.⁶ For these reasons, a more severe sanction is appropriate. See Fla. Bar v. Temmer, 753 So. 2d 555, 559 (Fla. 1999) (the respondent's prior discipline was for similar misconduct, so his disciplinary history was particularly aggravating). Respondent has failed to realize, despite the previous case, that the Court will not tolerate attorneys who place their financial desires above the interests of their clients.⁷

Respondent has engaged in serious misconduct in the present case and caused his client actual harm. As Respondent has previously been before this Court for the same form of serious misconduct, and he has now harmed three clients by his continued misdeeds, we find that a one-year suspension is appropriate. Considering his past misconduct, Respondent should have been mindful of the Court's announcement in Rotstein that "[i]n recent years, this Court has moved towards stronger sanctions for attorney misconduct," when he engaged in misconduct regarding his client Newman. Rotstein, 835 So. 2d at 245.

CONCLUSION

Accordingly, we approve the referee's findings of fact, recommendations of guilt, recommended sanctions, and award of costs. Timothy Allen Patrick is

6. The referee found that Newman settled his loss for approximately one-third of this amount.

7. The current referee found that Respondent acted with a dishonest or selfish motive.

hereby suspended for one year. The suspension will be effective thirty days from the filing of this opinion so that Patrick can close out his practice and protect the interests of existing clients. If Patrick notifies this Court in writing that he is no longer practicing and does not need the thirty days to protect existing clients, this Court will enter an order making the suspension effective immediately. Patrick shall fully comply with Rule Regulating the Florida Bar 3-5.1(g). Further, Patrick shall accept no new business from the date this opinion is filed until he is reinstated.

Judgment is entered for The Florida Bar, 651 East Jefferson Street, Tallahassee, Florida 32399-2300, for recovery of costs from Timothy Allen Patrick in the amount of \$3,873.15, for which sum let execution issue.

It is so ordered.

PARIENTE, QUINCE, POLSTON, LABARGA, and PERRY, JJ., concur.
CANADY, C.J., and LEWIS, J., concur in result.

THE FILING OF A MOTION FOR REHEARING SHALL NOT ALTER THE EFFECTIVE DATE OF THIS SUSPENSION.

Original Proceeding – The Florida Bar

John F. Harkness, Executive Director, Kenneth Lawrence Marvin, Director of Lawyer Regulation, The Florida Bar, Tallahassee, Florida, and Troy Matthew Lovell, Bar Counsel, The Florida Bar, Tampa, Florida,

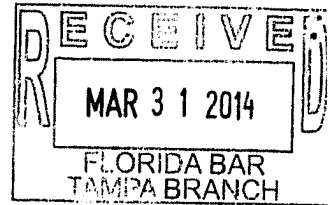
for Complainant

David A. Maney and Lee S. Damsker of Maney, Damsker, Jones, and Kuhlman,
P.A., Tampa, Florida,

for Respondent

Supreme Court of Florida

THURSDAY, MARCH 27, 2014



CASE NO.: SC12-2545

Lower Tribunal No(s): 2013-10,545(13C)HRE

THE FLORIDA BAR

RE: TIMOTHY ALLEN PATRICK

Upon consideration of the report of the referee and the briefs filed herein, the Court approves the report of referee and Timothy Allen Patrick is reinstated effective immediately under the terms and conditions set forth in the report.

Further, there is a distinction between financial hardship and financial irresponsibility. See Fla. Bar re: Roberts, 721 So. 2d 283 (Fla. 1998); Fla. Bd. Bar Examiners re J.C.B., 655 So. 2d 79 (Fla. 1995); Fla. Bar re: Lopez, 545 So. 2d 835 (Fla. 1989).

Timothy Allen Patrick is placed on probation for two years effective immediately under the following terms and conditions: (1) Strict compliance with all rules related to attorneys having the privilege to practice law in the State of Florida; (2) Full compliance with all current and future IRS obligations; (3) Full compliance with the Settlement Agreement with Newman; (4) Full compliance with his child support obligations, and; (5) Quarterly Affidavits with corroborating documentation submitted to The Florida Bar of his full compliance with conditions 1, 2, 3 and 4.

CASE NO.: SC12-2545

Page Two

Judgment is entered for The Florida Bar, 651 East Jefferson Street,
Tallahassee, Florida 32399-2300, for recovery of costs from Timothy Allen Patrick
in the amount of \$3,353.98, for which sum let execution issue.

Not final until time expires to file motion for rehearing and, if filed,
determined. The filing of a motion for rehearing shall not alter the effective date of
this reinstatement.

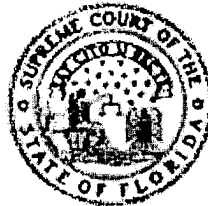
PARIENTE, LEWIS, QUINCE, LABARGA and PERRY, J.J., concur.
POLSTON, C.J., and CANADY, J., dissent.

A True Copy

Test:



John A. Tomasino
Clerk, Supreme Court



kb

Served:

LISA BUZZETTI HURLEY
TIMOTHY ALLEN PATRICK
ADRIA E. QUINTELA
HON. JACK HELINGER

EXHIBIT 9

PROMISSORY NOTE - DUE DATE 8/20/13 to 2/20/14

Amount of Note: \$ 32,573.95 **Date:** August 20, 2013

For value received, the undersigned, Rediet Abera Affan, owner of Abyssinia Lion Car Service, (the "**Borrower**"), at 400 Selby Ave #426, St. Paul, Minnesota 55102, promises to pay to the order of Tri-Med Corporation (the "**Lender**"), (mail) to: 3905 Tampa Road, Unit 2304, Oldsmar, FL 33677 or (Physical delivery) to: 3520 Woodridge Parkway, Palm Harbor, FL 34684 (or at such other place as the Lender may designate in writing), the sum of \$32,573.95 with interest from August 20, 2013 on the unpaid principal as described section I. The check to the borrower will be made out as follows:
"Auto Leasing of Tampa"

I. TERMS OF REPAYMENT

Payment Due. 892.79 per month interest only will a balloon payment of the principal (32,573.95) due on August 1st, 2015.

Late Fees. Unpaid principal after the Due Date shall accrue interest at an annual rate of 25 percent until paid.

II. COLLECTION COSTS

If any payment obligation under this Note is not paid when due, the Borrower shall be obligated to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

III. DEFAULT

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest in full on or before the Due Date;
- 2) the death of the Borrower or Lender;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower; or

7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

IV. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable in whole or in part for any reason, the remaining provisions shall remain fully operative.

V. MISCELLANEOUS

All payments on this Note shall be paid in the legal currency of the United States and applied first in payment of accrued interest and any remainder in payment of principal. The Borrower waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by the Lender of this Note shall affect the liability or the obligations of the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

VI. GOVERNING LAW

This Note shall be construed in accordance with the laws of the State of Florida

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this 28th day of June, at the office of the lender

Borrower:


Rediet Abera Affan

EXHIBIT 10

PROMISSORY NOTE - DUE DATE

Amount of Note: \$20,000.00

Date: December 10, 2013

For value received, the undersigned, Dikson Rodriguez (the "**Borrower**"), at 1822 E okaloosa ave, Tampa, Florida 33604, promises to pay to the order of Trimed Management (the "**Lender**"), at 3520 Woodbridge Parkway, Oldsmar, FL 34684, (or at such other place as the Lender may designate in writing), the sum of \$20,000.00 with interest from January 10th, 2014 on the unpaid principal at an annual rate of 20 percent simple interest.

I. TERMS OF REPAYMENT

Payment Due. The unpaid principal and accrued interest shall be payable in monthly installments of \$2,000 starting on January 10th, 2014 and completed on December 10th, 2014 (the "**Due Date**"). Exhibit A will be kept by the borrower and will detail the payment schedule and signed affidavit from both parties that payment was made.

Late Fees. Unpaid principal after the Due Date shall accrue interest at an annual rate of 25 percent until paid.

II. COLLECTION COSTS

If any payment obligation under this Note is not paid when due, the Borrower shall be obligated to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

III. DEFAULT

If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- 1) the failure of the Borrower to pay the principal and any accrued interest in full on or before the Due Date;
- 2) the death of the Borrower or Lender;
- 3) the filing of bankruptcy proceedings involving the Borrower as a debtor;
- 4) the application for the appointment of a receiver for the Borrower;
- 5) the making of a general assignment for the benefit of the Borrower's creditors;
- 6) the insolvency of the Borrower; or
- 7) a misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit.

IV. SEVERABILITY OF PROVISIONS

If any one or more of the provisions of this Note are determined to be unenforceable in whole or in part for any reason, the remaining provisions shall remain fully operative.

V. MISCELLANEOUS

All payments on this Note shall be paid in the legal currency of the United States and applied first in payment of accrued interest and any remainder in payment of principal. The Borrower waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by the Lender of this Note shall affect the liability or the obligations of the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

VI. GOVERNING LAW

This Note shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Signed this February 10th 2014 at 3520 Woodbridge Parkway, Oldsmar, FL 34684.

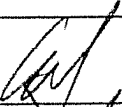
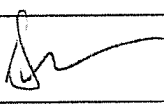
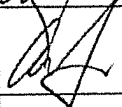
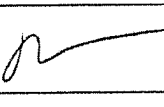
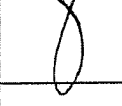
Borrower:

A handwritten signature in black ink, appearing to read 'Dikson Rodriguez', is written over a horizontal line.

Dikson Rodriguez

Exhibit A

Loan Amount: \$20,000
 Annual Interest Rate: 20%
 Loan Period: 12 Months
 Number of Payments: 12
 Start date of Loan: January December 10th 2013

Pay- ment No	Payment Date	Open Balance	Scheduled Payment	Cash or Check	Principal	Interest	Closed Balance	Trimed Signature (Include Date below signature)	Dikson Rodriguez Signature (Include Date below signature)
1	1/10/2014	\$24000	\$2000		\$1666.67	\$333.33	\$22000		
2	2/10/2014	\$22000	\$2000		\$1666.67	\$333.33	\$20000		
3	3/10/2014	\$20000	\$2000		\$1666.67	\$333.33	\$18000		
4	4/10/2014	\$18000	\$2000		\$1666.67	\$333.33	\$16000		
5	5/10/2014	\$16000	\$2000		\$1666.67	\$333.33	\$14000		
6	6/10/2014	\$14000	\$2000		\$1666.67	\$333.33	\$12000		
7	7/10/2014	\$12000	\$2000		\$1666.67	\$333.33	\$10000		
8	8/10/2014	\$10000	\$2000		\$1666.67	\$333.33	\$8000		
9	9/10/2014	\$8000	\$2000		\$1666.67	\$333.33	\$6000		
10	10/10/2014	\$6000	\$2000		\$1666.67	\$333.33	\$4000		
11	11/10/2014	\$4000	\$2000		\$1666.67	\$333.33	\$2000		
12	12/10/2014	\$2000	\$2000		\$1666.67	\$333.33	\$0		

2011

TMFL HOLDINGS LLC

INVESTMENT ACCT
3905 TAMPA RD UNIT 2304
OLDSMAR, FL 34677

Wells Fargo, N.A.

63-751-631

11/20/2013

PAY TO THE ORDER OF DIKSON RODRIQUEZ

\$ 20,000.00

Twenty Thousand and 00/100 DOLLARS

DIKSON RODRIQUEZ
1822 E OKALOOSA AVE
TAMPA, FL 33604



[Handwritten Signature]
AUTHORIZED SIGNATURE

MEMO PERSONAL LOAN #3

⑈002011⑈ ⑆063107513⑆ 1757122393⑈

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

[Handwritten Signature]
Investment Advisor

3905 TAMPA RD UNIT 2304 OLDSMAR FL 34677

REQUEST 0000563372400000 20000.00
ROLL ECIA 20131212 000008720595589
JOB ECIA P ACCT 2870001757122393
REQUESTOR U138830
8510867 03/07/2014

Subpoena Processing Philadelphia
Y1372-110
Philadelphia PA 19101

EXHIBIT 11

PROMISSORY NOTE

Date of Note: February 19, 2014

For value received, the undersigned *DEBTOR/BORROWER*, known as **DR. BRAD MESKERMAN** [1755 Summit Lane, Minneapolis, MN 55402] hereby unconditionally promises to pay by this Promissory Note to the order of **TRI-MED CORPORATION** [3905 Tampa Road Unit 2304, Oldsmar, FL 34677], the principal sum of Sixty Thousand and no/100 (\$60,000.00) Dollars. The first payment in the amount of Five Thousand Dollars from *DEBTOR/BORROWER* to *CREDITOR/HOLDER* shall be due on March 19, 2014, and thereafter in similar payments due on the fifteenth of each month allowing for five (5) day "grace" period.

The principal and interest shall be paid on or before February 28, 2015 (unless otherwise agreed to in writing by the *CREDITOR/HOLDER* of this note, **TRI-MED CORPORATION**). The *DEBTOR/BORROWER* is at liberty and free to repay the note in either accelerated payments or lump sum at any time prior to the aforementioned due date without penalty or further interest.

The principal on this promissory note is to be payable in lawful money of the United States of America without deduction for or on account of any present or future taxes, duties or other charges. Upon default in the prompt and full payment of the principal or interest on this promissory note, including (but not by way of limitation) the failure to timely pay pursuant to the Repayment Schedule, the entire principal and interest due hereof shall immediately become due and payable at the option and upon demand of the *CREDITOR/HOLDER* hereof. The undersigned further agrees to pay for any costs and legal fees should default occur and collect efforts become necessary. As penalty for default, the maker of this note, **DR. BRAD MESKERMAN**, agrees to pay for any reasonable costs and legal fees should default occur and collection efforts become necessary until completion is complete. The failure of the *CREDITOR/HOLDER* hereof to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance.

The principal on this promissory note is the financial responsibility of **DR. BRAD MESKERMAN**, and the obligation shall inure to the estate of *DEBTOR/BORROWER*.

DEBTOR/BORROWER:


Signature of Dr. Brad Meskerman
Dba Balance LLC

CREDITOR/HOLDER:


Signature of Tri-Med Officer

EXHIBIT 12

The information shown here is classified as public under Minnesota Statutes 13.41, subdivision 2 and 4.

BRADLEY J MESKIMEN

First Name	BRADLEY
Middle Name	JAMES
Last Name	MESKIMEN
Gender	M

Address Line1	
Address Line2	2526 HENNEPIN AVE S
City	Minneapolis
State	MINNESOTA
ZIP	55405
ZIP4	
County	Hennepin
Phone Number	(612) 374-5332

The address was last verified on 11/21/2013 6:00:26 AM

LicenseType	License#	Status	Issued	Renewed	Expires
DC	3447	ACTIVE	12/1/1996	1/1/2014	12/31/2014

Disciplinary Orders

none

EXHIBIT 13

4. I am not familiar with the Note, did not enter into the Note, and did not receive any sum of money from or on behalf of Tri-Med Corporation. Further, my name is misspelled in the Note, and I did not sign the Note or authorize anyone to sign the Note on my behalf.

5. It is my opinion that my signature in the Note was forged without my knowledge or consent.

FURTHER AFFIANT SAYETH NAUGHT.

Bradley Meskimen

Bradley Meskimen

STATE OF MINNESOTA)
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 22nd day of April, 2014, by Bradley Meskimen, who is personally known to me, or has produced MNDL as identification.



Tami Christine Hartung
Notary Public, State of Minnesota

Printed Name: Tami Christine Hartung

My Commission Expires: 1/31/18

PROMISSORY NOTE

Date of Note: February 19, 2014


For value received, the undersigned *DEBTOR/BORROWER*, known as **DR. BRAD MESKERMAN** [1755 Summit Lane, Minneapolis, MN 55402] hereby unconditionally promises to pay by this Promissory Note to the order of **TRI-MED CORPORATION** [3905 Tampa Road Unit 2304, Oldsmar, FL 34677], the principal sum of Sixty Thousand and no/100 (\$60,000.00) Dollars. The first payment in the amount of Five Thousand Dollars from *DEBTOR/BORROWER* to *CREDITOR/HOLDER* shall be due on March 19, 2014, and thereafter in similar payments due on the fifteenth of each month allowing for five (5) day "grace" period.

The principal and interest shall be paid on or before February 28, 2015 (unless otherwise agreed to in writing by the *CREDITOR/HOLDER* of this note, **TRI-MED CORPORATION**). The *DEBTOR/BORROWER* is at liberty and free to repay the note in either accelerated payments or lump sum at any time prior to the aforementioned due date without penalty or further interest.

The principal on this promissory note is to be payable in lawful money of the United States of America without deduction for or on account of any present or future taxes, duties or other charges. Upon default in the prompt and full payment of the principal or interest on this promissory note, including (but not by way of limitation) the failure to timely pay pursuant to the Repayment Schedule, the entire principal and interest due hereof shall immediately become due and payable at the option and upon demand of the *CREDITOR/HOLDER* hereof. The undersigned further agrees to pay for any costs and legal fees should default occur and collect efforts become necessary. As penalty for default, the maker of this note, **DR. BRAD MESKERMAN**, agrees to pay for any reasonable costs and legal fees should default occur and collection efforts become necessary until completion is complete. The failure of the *CREDITOR/HOLDER* hereof to exercise any of its rights hereunder in any instance shall not constitute a waiver thereof in that or any other instance.

The principal on this promissory note is the financial responsibility of **DR. BRAD MESKERMAN**, and the obligation shall inure to the estate of *DEBTOR/BORROWER*.

DEBTOR/BORROWER:


Signature of Dr. Brad Meskerman
Dba Balance LLC

CREDITOR/HOLDER:


Signature of Tri-Med Officer

COMPOSITE EXHIBIT 14

Wells Fargo Combined Statement of Accounts

Primary account number: 3982570107 ■ February 1, 2014 - February 28, 2014 ■ Page 1 of 8



TRI-MED CORPORATION
3905 TAMPA RD UNIT 2304
OLDSMAR FL 34677-9795

Questions?

Available by phone 24 hours a day, 7 days a week:

1-800-CALL-WELLS (1-800-225-5835)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wellsfargo.com/biz

Write: Wells Fargo Bank, N.A. (287)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

The Wells Fargo Business Insight Resource Center offers free access to business information and advice through videos, articles, podcasts and other resources. This site offers objective information from industry experts and best practices from real business owners. Topics include cash flow management, how to build and apply for credit, commercial real estate financing, marketing, and more. Visit the site at wellsfargobusinessinsights.com.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wellsfargo.com/biz or call the number above if you have questions or if you would like to add new services.

- Business Online Banking
- Online Statements
- Business Bill Pay
- Business Spending Report
- Overdraft Protection

Summary of accounts

Checking/Prepaid and Savings

Account	Page	Account number	Ending balance last statement	Ending balance this statement
Gold Business Services Package	2	3982570107	17,884.81	26,987.00
Business Market Rate Savings	6	1228416093	340.41	400.43
Total deposit accounts			\$18,225.22	\$27,477.43

Primary account number: 3982570107 ■ February 1, 2014 - February 28, 2014 ■ Page 4 of 8



Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/19		Recur Debit Crd Pmt02/17 Ivy Spa Club 612-343-3131 MN 474165xxxxxx4023 484048348292161 ?McC=7298		85.15	
2/19		Recur Debit Crd Pmt02/17 Ivy Spa Club 612-343-3131 MN 474165xxxxxx4023 484048348342907 ?McC=7298		85.15	
2/19		POS Purchase - 02/19 Mach ID 000000 Whole Foods Mark 1001 Minnetonka MN 4023 00384050689031224 ?McC=5411		17.13	
2/19		Withdrawal Made In A Branch/Store		1,800.00	
2/19		Paypal Inst Xfer 140218 5Efl27Udzuz2Qe Jeremy Anderson		223.27	
2/19	10155	Check		35.00	54,057.28
2/20		POS Purchase - 02/20 Mach ID 000000 Byerly S Rldgedale Minnetonka MN 4023 00464051687050087 ?McC=5411		29.31	54,027.97
2/21		Recur Debit Crd Pmt02/20 Intuit *Qb Online 800-286-6800 CA 474165xxxxxx4023 584050461210120 ?McC=5734		39.95	
2/21	10156	Check		50,000.00	3,988.02
2/24		Deposit Made In A Branch/Store	8,600.00		
2/24		Recur Debit Crd Pmt02/23 Galco 800-841-3000 DC 474165xxxxxx4023 384054540870070 ?McC=6300		203.85	
2/24		POS Purchase - 02/23 Mach ID 000000 Lunds Hennepin Minneapolis MN 4023 00304054849252851 ?McC=5411		91.93	
2/24		POS Purchase - 02/24 Mach ID 000000 Target T0100 Target T0 Minnetonka MN 4023 00464055810235833 ?McC=5411		76.83	
2/24		POS Purchase - 02/24 Mach ID 000000 Byerly S Rldgedale Minnetonka MN 4023 00384055821451017 ?McC=5411		147.59	12,088.02
2/25		Online Transfer From Tri-Med Corporation Ref #lbenz3Gp2D Business Checking Jan 2014 Bal of Exp Dist to Min/All Grps	26,793.45		
2/25		Check Crd Purchase 02/23 Cbel - College Spo 800-781-8444 CA 474165xxxxxx4023 304055135200150 ?McC=5989		14.95	
2/25		Paypal Inst Xfer 140225 J222222Eqk88G Jeremy Anderson		4,320.00	34,526.52
2/26		Check Crd Purchase 02/25 Apl*Apple iTunes S 866-712-7753 CA 474165xxxxxx4023 384056114240992 ?McC=6735		10.17	
2/26		Check Crd Purchase 02/25 Apl*Apple iTunes S 866-712-7753 CA 474165xxxxxx4023 304056147972817 ?McC=5735		11.12	
2/26		Check Crd Purchase 02/26 Tgl Software LLC 8504570832 FL 474165xxxxxx4023 384056763552939 ?McC=7372		150.00	
2/26		Online Transfer to Tri-Med Corporation Ref #lbenz3Nhzl Business Checking Gross Feb 2014 for Holly/Jeremy to Paychex		13,333.34	
2/26	10159	Check		5,000.00	
2/26		Paypal Inst Xfer 140226 5Efl27Uzgvpo Jeremy Anderson		1,185.00	
2/26		Paypal Inst Xfer 140226 5Efl27Uzgvrlq Jeremy Anderson		1,185.00	
2/26	10158	Check		130.00	13,521.89
2/28		Deposit Made In A Branch/Store	14,000.00		
2/28		Check Crd Purchase 02/27 Dtv*DIRECTV Servlc 800-347-3288 CA 474165xxxxxx4023 584057609468774 ?McC=4899		161.89	
2/28		Check Crd Purchase 02/27 Stk*Shutterstock, 866-683-3954 NY 474165xxxxxx4023 304058763083953 ?McC=7333		249.00	
2/28		Check Crd Purchase 02/27 Logomaker 801-9185951 UT 474165xxxxxx4023 164058774532915 ?McC=7372		49.00	
2/28	10157	Check		75.00	28,987.00
Ending balance on 2/28					28,987.00
Totals			\$114,414.42	\$105,312.23	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
10147	2/12	991.00	10149	2/12	2,459.00	10151	2/12	851.00
10148	2/12	1,353.27	10150	2/12	3,458.60	10152	2/12	954.90

Wells Fargo Simple Business Checking

Account number: 3982570057 ■ January 25, 2014 - February 25, 2014 ■ Page 1 of 5



TRI-MED CORPORATION
3905 TAMPA RD UNIT 2304
OLDSMAR FL 34677-9795

Questions?

Available by phone 24 hours a day, 7 days a week:

1-800-CALL-WELLS (1-800-225-5935)

TTY: 1-800-877-4833

En español: 1-877-337-7454

Online: wells Fargo.com/biz

Write: Wells Fargo Bank, N.A. (287)
P.O. Box 6995
Portland, OR 97228-6995

Your Business and Wells Fargo

The Wells Fargo Business Insight Resource Center offers free access to business information and advice through videos, articles, podcasts and other resources. This site offers objective information from industry experts and best practices from real business owners. Topics include cash flow management, how to build and apply for credit, commercial real estate financing, marketing, and more. Visit the site at wells Fargo.businessinsights.com.

Account options

A check mark in the box indicates you have these convenient services with your account(s). Go to wells Fargo.com/biz or call the number above if you have questions or if you would like to add new services.

Business Online Banking	<input checked="" type="checkbox"/>
Online Statements	<input checked="" type="checkbox"/>
Business Bill Pay	<input type="checkbox"/>
Business Spending Report	<input checked="" type="checkbox"/>
Overdraft Protection	<input type="checkbox"/>

Activity summary

Beginning balance on 1/25	\$1,548,328.69
Deposits/Credits	1,634,623.00
Withdrawals/Debits	- 876,985.07
Ending balance on 2/25	\$2,305,966.62
Average ledger balance this period	\$1,798,832.05

Account number: 3982570057

TRI-MED CORPORATION

Florida account terms and conditions apply

For Direct Deposit use
Routing Number (RTN): 063107613

For Wire Transfers use
Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.



Transaction history (continued)

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
2/18		Deposit	20,000.00		2,201,215.45
2/19		Deposit	50,000.00		
2/19		Deposit	50,000.00		
2/19		Deposit	30,000.00		
2/19		Deposit	10,000.00		
2/19		Online Transfer to Tri-Med Corporation Ref #1bec9Vnw5T Business Checking 50K Loan 1 Year Note Dr Brad Meskenman MN		50,000.00	2,291,215.45
2/20		Deposit	100,000.00		
2/20		Deposit	10,000.00		2,401,215.45
2/21		Deposit	40,000.00		
2/21		Online Transfer to Tri-Med Corporation Ref #1beqw43Xy2 Business Checking Buy CA777A / CA781 From Fsc		8,190.66	2,433,024.79
2/24		Deposit	25,000.00		2,458,024.79
2/25		Deposit	40,000.00		
2/25		Deposit	15,000.00		
2/25		Deposit	10,000.00		
2/25		Online Transfer to Tri-Med Corporation Ref #1be2Lrk9Mp Business Checking Int Reserve Dist Jan 2014 for All Groups		104,286.99	
2/25		Online Transfer to Tri-Med Corporation Ref #1benz3Gp2D Business Checking Jan 2014 Bal of Exp Dist to Min/All Grps		26,793.45	
2/25		Online Transfer to Tri-Med Corporation Ref #1bec9x3Bl5 Business Checking Jan 2014 Expense Dist / Gen Off All Grps		41,793.45	
2/25		Online Transfer to Tri-Med Corporation Ref #1beg8Yh8Dx Business Checking Overhead Reserve Exp Dist Jan 2014		44,174.78	
2/25		Transactions Fee		9.50	2,305,968.62
Ending balance on 2/25					2,305,968.62
Totals			\$1,634,623.00	\$876,985.07	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 01/25/2014 - 02/25/2014	Standard monthly service fee \$10.00	You paid \$0.00
How to reduce the monthly service fee by \$5.00	Minimum required	This fee period
Have any ONE of the following account requirements	\$500.00	\$1,798,832.00 <input checked="" type="checkbox"/>
· Average ledger balance		
Monthly service fee discount(s) (applied when box is checked)		
Online only statements (\$5.00 discount)	<input checked="" type="checkbox"/>	
C101		

Account transaction fees summary

Service charge description	Units used	Units included	Excess units	Service charge per excess units (\$)	Total service charge (\$)
Transactions	69	50	19	0.50	9.50
Total service charges					\$9.50

EXHIBIT 15

10156

TRI-MED CORPORATION
MINNESOTA OFFICE EXPENSE ACCT.
34931 US HIGHWAY 19 N. STE. 104
PALM HARBOR, FL 34684-1901

Wells Fargo, N.A.
63-751-631

2/19/14

PAY TO THE ORDER OF Balance

\$ 54,000⁰⁰

Fifty Four Thousand & 00/100

DOLLARS

Security Features. Details on back.



[Signature]
AUTHORIZED SIGNATURE

MEMO LOAN

⑈010156⑈ ⑆063107513⑆ 3982570107⑈

Seq: 44
Batch: 011829
Date: 02/21/14

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

[Signature]

ENDORSE HERE

Seq: 00044 02/21/14
BAT: 011829 CC: 1720000575
#1: 01 TIPS: Jacksonville
90: Windward Parkway West BC CA: 935

REQUEST 00005635813000000 50000.00
ROLL ECIA 20140221 000008528195842
JOB ECIA P ACCT 2870003982570107
REQUESTOR U138830
8510867 03/07/2014

Subpoena Processing Philadelphia
Y1372-110
Philadelphia PA 19101

COMPOSITE EXHIBIT 16

TRI-MED CORPORATION
(RESIDUAL ACCOUNT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677

October 25, 2012

Account number(s) ending in XXXXXXXXXX3594

Dear TRI-MED CORPORATION:

After careful review of the above-referenced account(s), we regret to inform you that Bank of America has elected to close your account(s) in accordance with the provisions of our Deposit Agreement and Disclosures provided to you at the time your account(s) was opened. Under these terms and conditions, either the bank or the customer may close the account(s) at any time.

Please be advised of the following:

- You will need to make other banking arrangements for the handling of any automatic and/or electronic transactions, and do not write any checks.
- When the account(s) is closed, any checks presented for payment will be returned 'Account Closed' and if you have an ATM/Debit Card it will no longer access the account. A Cashier's Check for any collected balance will be mailed to you after all previously deposited items have been verified.
- If your account(s) is overdrawn or becomes overdrawn, a deposit of cash must be made to bring the account(s) to a zero balance.
- We may report the account(s) to Chex Systems, Inc., and/or Early Warning Services, LLC, which are both consumer reporting agencies. This may adversely impact your ability to open an account at another financial institution for up to seven years.

If you have any questions about this matter, please contact Risk Identification Support Center Customer Service at 1.877.240.6886 Option 2 Monday through Friday from 8 a.m. to 9 p.m., or Saturday 9 a.m. to 5 p.m. Eastern Eastern to speak with an associate.

Sincerely,

Risk Account Closure Unit

Case Ref#: 41280767

TRI-MED CORPORATION
(RESIDUAL ACCOUNT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677

11/2/12

Account number ending in: XXXXXXXXX3594

Dear TRI-MED CORPORATION:

As previously communicated, Bank of America will no longer be able to serve your banking needs. Please be advised that the above referenced account has been closed. Based on a careful review of the account, we have made the decision that the funds will not be remitted to you.

If you have any questions, please contact us toll free at 1.877.240.6886 option 2 , Monday through Friday from 8 a.m. to 9 p.m. Eastern, or Saturday from 9 a.m. to 5 p.m. Eastern.

Sincerely

Risk Account Closure Unit
Bank of America

Case Ref #:41280767

TRI-MED CORPORATION
(INTEREST ACCT F)
UNIT 2304
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

October 25, 2012

Account number(s) ending in XXXXXXXXX6992

Dear TRI-MED CORPORATION:

After careful review of the above-referenced account(s), we regret to inform you that Bank of America has elected to close your account(s) in accordance with the provisions of our Deposit Agreement and Disclosures provided to you at the time your account(s) was opened. Under these terms and conditions, either the bank or the customer may close the account(s) at any time.

Please be advised of the following:

- You will need to make other banking arrangements for the handling of any automatic and/or electronic transactions, and do not write any checks.
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Sincerely,

Risk Account Closure Unit

Case Ref#: 41280767

TRI-MED CORPORATION
(INTEREST ACCT F)
UNIT 2304
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

11/2/12

Account number ending in: XXXXXXXXX6992

Dear TRI-MED CORPORATION:

As previously communicated, Bank of America will no longer be able to serve your banking needs. Please be advised that the above referenced account has been closed. Based on a careful review of the account, we have made the decision that the funds will not be remitted to you.

If you have any questions, please contact us toll free at 1.877.240.6886 option 2 , Monday through Friday from 8 a.m. to 9 p.m. Eastern, or Saturday from 9 a.m. to 5 p.m. Eastern.

Sincerely

Risk Account Closure Unit
Bank of America

Case Ref #:41280767

TRI-MED CORPORATION
(2ND INTEREST ACCOUNT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

October 25, 2012

Account number(s) ending in XXXXXXXXX7098

Dear TRI-MED CORPORATION:

After careful review of the above-referenced account(s), we regret to inform you that Bank of America has elected to close your account(s) in accordance with the provisions of our Deposit Agreement and Disclosures provided to you at the time your account(s) was opened. Under these terms and conditions, either the bank or the customer may close the account(s) at any time.

Please be advised of the following:

- You will need to make other banking arrangements for the handling of any automatic and/or electronic transactions, and do not write any checks.
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Sincerely,

Risk Account Closure Unit

Case Ref#: 41280767

TRI-MED CORPORATION
(2ND INTEREST ACCOUNT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

11/2/12

Account number ending in: XXXXXXXXX7098

Dear TRI-MED CORPORATION:

As previously communicated, Bank of America will no longer be able to serve your banking needs. Please be advised that the above referenced account has been closed. Based on a careful review of the account, we have made the decision that the funds will not be remitted to you.

If you have any questions, please contact us toll free at 1.877.240.6886 option 2 , Monday through Friday from 8 a.m. to 9 p.m. Eastern, or Saturday from 9 a.m. to 5 p.m. Eastern.

Sincerely

Risk Account Closure Unit
Bank of America

Case Ref #:41280767

TRI-MED CORPORATION
(INTEREST ACCOUNT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

October 25, 2012

Account number(s) ending in XXXXXXXXX7108

Dear TRI-MED CORPORATION:

After careful review of the above-referenced account(s), we regret to inform you that Bank of America has elected to close your account(s) in accordance with the provisions of our Deposit Agreement and Disclosures provided to you at the time your account(s) was opened. Under these terms and conditions, either the bank or the customer may close the account(s) at any time.

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Sincerely,

Risk Account Closure Unit

Case Ref#: 41280767

TRI-MED CORPORATION
(INTEREST ACCOUNT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

11/2/12

Account number ending in: XXXXXXXX7108

Dear TRI-MED CORPORATION:

As previously communicated, Bank of America will no longer be able to serve your banking needs. Please be advised that the above referenced account has been closed. Based on a careful review of the account, we have made the decision that the funds will not be remitted to you.

If you have any questions, please contact us toll free at 1.877.240.6886 option 2 , Monday through Friday from 8 a.m. to 9 p.m. Eastern, or Saturday from 9 a.m. to 5 p.m. Eastern.

Sincerely

Risk Account Closure Unit
Bank of America

Case Ref #:41280767

TRI-MED CORPORATION
(INTEREST ACCT E)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

October 25, 2012

Account number(s) ending in XXXXXXXXX7218

Dear TRI-MED CORPORATION:

After careful review of the above-referenced account(s), we regret to inform you that Bank of America has elected to close your account(s) in accordance with the provisions of our Deposit Agreement and Disclosures provided to you at the time your account(s) was opened. Under these terms and conditions, either the bank or the customer may close the account(s) at any time.

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Sincerely,

Risk Account Closure Unit

Case Ref#: 41280767

TRI-MED CORPORATION
(INTEREST ACCT E)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

11/2/12

Account number ending in: XXXXXXXX7218

Dear TRI-MED CORPORATION:

As previously communicated, Bank of America will no longer be able to serve your banking needs. Please be advised that the above referenced account has been closed. Based on a careful review of the account, we have made the decision that the funds will not be remitted to you.

If you have any questions, please contact us toll free at 1.877.240.6886 option 2 , Monday through Friday from 8 a.m. to 9 p.m. Eastern, or Saturday from 9 a.m. to 5 p.m. Eastern.

Sincerely

Risk Account Closure Unit
Bank of America

Case Ref #:41280767

TRI-MED CORPORATION
(LLC ACCOUNT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677

October 25, 2012

Account number(s) ending in XXXXXXXXX7263

Dear TRI-MED CORPORATION:

After careful review of the above-referenced account(s), we regret to inform you that Bank of America has elected to close your account(s) in accordance with the provisions of our Deposit Agreement and Disclosures provided to you at the time your account(s) was opened. Under these terms and conditions, either the bank or the customer may close the account(s) at any time.

Please be advised of the following:

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If you have any questions about this matter, please contact Risk Identification Support Center Customer Service at 1.877.240.6886 Option 2 Monday through Friday from 8 a.m. to 9 p.m., or Saturday 9 a.m. to 5 p.m. Eastern Eastern to speak with an associate.

Sincerely,

Risk Account Closure Unit

Case Ref#: 41280767

TRI-MED CORPORATION
(LLC ACCOUNT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677

11/2/12

Account number ending in: XXXXXXXXX7263

Dear TRI-MED CORPORATION:

As previously communicated, Bank of America will no longer be able to serve your banking needs. Please be advised that the above referenced account has been closed. Based on a careful review of the account, we have made the decision that the funds will not be remitted to you.

If you have any questions, please contact us toll free at 1.877.240.6886 option 2 , Monday through Friday from 8 a.m. to 9 p.m. Eastern, or Saturday from 9 a.m. to 5 p.m. Eastern.

Sincerely

Risk Account Closure Unit
Bank of America

Case Ref #:41280767

TRI-MED CORPORATION
(3RD INTEREST ACCOUNT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

October 25, 2012

Account number(s) ending in XXXXXXXXX7603

Dear TRI-MED CORPORATION:

After careful review of the above-referenced account(s), we regret to inform you that Bank of America has elected to close your account(s) in accordance with the provisions of our Deposit Agreement and Disclosures provided to you at the time your account(s) was opened. Under these terms and conditions, either the bank or the customer may close the account(s) at any time.

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Sincerely,

Risk Account Closure Unit

Case Ref#: 41280767

TRI-MED CORPORATION
(3RD INTEREST ACCOUNT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

11/2/12

Account number ending in: XXXXXXXXX7603

Dear TRI-MED CORPORATION:

As previously communicated, Bank of America will no longer be able to serve your banking needs. Please be advised that the above referenced account has been closed. Based on a careful review of the account, we have made the decision that the funds will not be remitted to you.

If you have any questions, please contact us toll free at 1.877.240.6886 option 2 , Monday through Friday from 8 a.m. to 9 p.m. Eastern, or Saturday from 9 a.m. to 5 p.m. Eastern.

Sincerely

Risk Account Closure Unit
Bank of America

Case Ref #:41280767

TRI-MED CORPORATION
(MIN EXPENSE ACCT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

October 25, 2012

Account number(s) ending in XXXXXXXXX9485

Dear TRI-MED CORPORATION:

After careful review of the above-referenced account(s), we regret to inform you that Bank of America has elected to close your account(s) in accordance with the provisions of our Deposit Agreement and Disclosures provided to you at the time your account(s) was opened. Under these terms and conditions, either the bank or the customer may close the account(s) at any time.

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If you have any questions about this matter, please contact Risk Identification Support Center Customer Service at 1.877.240.6886 Option 2 Monday through Friday from 8 a.m. to 9 p.m., or Saturday 9 a.m. to 5 p.m. Eastern Eastern to speak with an associate.

Sincerely,

Risk Account Closure Unit

Case Ref#: 41280767

TRI-MED CORPORATION
(MIN EXPENSE ACCT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

11/2/12

Account number ending in: XXXXXXXXX9485

Dear TRI-MED CORPORATION:

As previously communicated, Bank of America will no longer be able to serve your banking needs. Please be advised that the above referenced account has been closed. Based on a careful review of the account, we have made the decision that the funds will not be remitted to you.

If you have any questions, please contact us toll free at 1.877.240.6886 option 2 , Monday through Friday from 8 a.m. to 9 p.m. Eastern, or Saturday from 9 a.m. to 5 p.m. Eastern.

Sincerely

Risk Account Closure Unit
Bank of America

Case Ref #:41280767

TRI-MED CORPORATION
(GENERAL OFFICE ACCT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

October 25, 2012

Account number(s) ending in XXXXXXXXX9498

Dear TRI-MED CORPORATION:

After careful review of the above-referenced account(s), we regret to inform you that Bank of America has elected to close your account(s) in accordance with the provisions of our Deposit Agreement and Disclosures provided to you at the time your account(s) was opened. Under these terms and conditions, either the bank or the customer may close the account(s) at any time.

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Sincerely,

Risk Account Closure Unit

Case Ref#: 41280767

TRI-MED CORPORATION
(GENERAL OFFICE ACCT)
UNIT 2304
3905 TAMPA RD
OLDSMAR , FL 34677-9795

11/2/12

Account number ending in: XXXXXXXXX9498

Dear TRI-MED CORPORATION:

As previously communicated, Bank of America will no longer be able to serve your banking needs. Please be advised that the above referenced account has been closed. Based on a careful review of the account, we have made the decision that the funds will not be remitted to you.

If you have any questions, please contact us toll free at 1.877.240.6886 option 2 , Monday through Friday from 8 a.m. to 9 p.m. Eastern, or Saturday from 9 a.m. to 5 p.m. Eastern.

Sincerely

Risk Account Closure Unit
Bank of America

Case Ref #:41280767

407-420-2889

case # 131617

EXHIBIT 17

From: irv [<mailto:irvager@aol.com>]
Sent: Wednesday, October 26, 2011 8:10 PM
To: TrezaArts@aol.com
Subject: Fwd: protection

-----Original Message-----
From: JKA12571 <JKA12571@aol.com>
To: irvager <irvager@aol.com>
Sent: Wed, Oct 26, 2011 2:52 pm
Subject: Re: protection

Irwin,

We are using a firm called Hacker, Johnson, and Smith PA, they have offices in Tampa, Orlando, Ft. lauderdale and Ft. Myers. They have an entire audit division and yes I want this run with monthly reports from them.

Also we are using two attorney firms, one to hold the money in trust and the other to protect the business, they are independent from each other and money will not be released unless each firm follow written instructions from the other firm.

Our business law firm is Broad and Cassel, they are a BIG firm , and our trust or escrow attorney is Marlowe and MacNabb.

Let me know what else you need. I read up on the Medical Capital thing, they financed hospital bills, we are different in that we are ONLY buying medical bills that are secured by a Letter of Protection by attorneys, we are NOT buying just any medical bill.

I want to live my life free of having to look back! This is why I am setting the companies up the way we are so there will always be several independent groups (CPA, Auditors, Law Firms, Doctors) looking out for us and protecting the investors.

Again, we are in this for the long haul, not for a get rich quick scam. We need to get going but we need to be cautious all the way. A Hedge fund company named Miller Gold has given me the green light to have a 500,000 letter of credit, so we are doing more than anyone else I can think of to make sure that any way to scam someone is stopped and that the investors are protected the whole way thru.

I'll give you a call tomorrow, how is Eric doing???

Jeremy Anderson | M (813) 215 7920

This electronic communication, including any authorized attachments, contains information from Jeremy Anderson that may be legally privileged, confidential, and exempt from disclosure under applicable law. The communication may also include content that was not originally generated by Jeremy Anderson. If you are not the intended recipient, any use or dissemination of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete it from all computers on which it may be stored.

In a message dated 10/26/2011 2:30:54 P.M. Eastern Daylight Time, irvager@aol.com writes:

Jeremy, whenever I mention to someone that I have a wonderful new investment for them, the reply continually is "**How do you know this is not another scam?**"

Certainly, after meeting the doctors and yourself, Eric and I are convinced that you guys are honest and sincere. Unfortunately, every scam perpetrated in this country has been by people that everyone thought was honest. In fact yesterday, when I mentioned it again to someone I was thinking to hire, he said "*This looks like the Medical Capital scam*", so I googled Medical Capital.

After you do google it, you will certainly see the similarities.

Also, when I told another prospective salesperson about it, and said that an attorney will be signing on the certificate, they said, "*American Benefits*", the very first Viatical scam, also had an attorney signing on their certificate to give it credibility.

Today the owner and the attorney are in the can. The attorneys defense was that he also was misled. That defense did not go over very well.

Anyway, after pointing all this out to you, most of which I am sure you are aware, I believe that **your** suggestion many weeks ago, about having serious **Independent Auditing Reports** done at least every month by a reputable, long established firm for circulating to all of you guys and all of us here at Tri-Med Associates, is a wonderful idea, and something we simply *must* have.

The last Viatical Company that I was with did that with an extremely well known and reputable CPA firm and it worked out very well. I believe you already have a CPA firm that is going to be doing the books for you. Would you tell us who they are and please ask them about generating a monthly report.

Perhaps they can give you suggestions about an Independent Auditor.

We are all looking forward to getting started, but as you have been saying all along, you want to have everything covered. This will certainly help.

I and T

EXHIBIT 18

**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-CA

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

Defendants.

AFFIDAVIT OF EDWARD F. HACKER

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH).

BEFORE ME, the undersigned authority, appeared Edward F. Hacker, who, first being duly sworn, deposes and says:

1. I am over the age of eighteen and am competent to testify about the matters herein. This affidavit is based upon information personally known to me.
2. I have been a practicing accountant in Florida for over 30 years. I am a shareholder in the office of Hacker, Johnson & Smith PA ("HJ&S") in Tampa, Florida.
3. At my direction, a search was conducted of the HJ&S client database to determine whether any previous work was performed for the following entities and/or individuals: Tri-Med Corporation; Tri-Med Associates, Inc.; any other entity beginning with the title "Tri-Med;"

EXHIBIT 19

AFFIDAVIT OF MATTHEW THOMPSON

STATE OF FLORIDA)
)ss.
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned personally appeared Matthew Thompson, who after being duly sworn, hereby states and declares as follows:

1. My name is Mathew Thompson. I am an attorney at Broad and Cassel. I am above the age of 18 years old, and have personal knowledge of the matters set forth in this affidavit.

2. In early March 2014, I received correspondence from counsel for the counsel for the Court-appointed Receiver, which was accompanied by an Order Imposing Temporary Injunction, Appointment of a Receiver, and other Statutory and Ancillary Relief, Verified Complaint for Temporary and Permanent Injunction, Appointment of Receiver, and other Statutory and Ancillary Relief, and a purported opinion letter with the date October 24, 2011, titled "Security Exemption of Company."

3. Counsel for the Court-appointed receiver later forwarded me a similar purported opinion letter to me.

4. The purported opinion letters are attached as Exhibit A.

5. The attached purported opinion letters are forgeries. I did not author them and the signatures are not mine.

6. In addition, Broad and Cassel did not represent Tri-Med or anyone else in connection with the matters referred to in the Order, or Verified Complaint. The purported Broad and Cassel letterhead is forged as well.

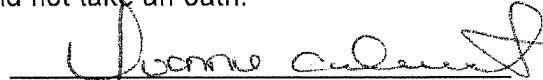
7. I have amended my affidavit to reflect that I received the communications above from counsel for the Court-appointed receiver, instead of counsel for the Office of Financial Regulation.

FURTHER AFFIANT SAYETH NAUGHT.



MATHEW THOMPSON

Sworn to (or affirmed) and subscribed before me this 17th day of March, 2014, by Mathew Thompson, who did/did not take an oath.



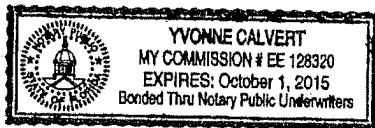
Notary Public
State of Florida

Yvonne Calvert

(Name of Notary typed, printed or stamped)

My Commission Expires: 10.1.15

Personally Known X or Produced Identification _____



BC
BROAD AND CASSEL
ATTORNEYS AT LAW

100 North Tampa Street
Suite 3500
Tampa, Florida 33602

Telephone: 813 225 3020

October 24, 2011

VIA EMAIL ONLY

Tri Med Corporation
34931 US Hwy 19
Palm Harbor, Florida 34684

Re: Security Exemption of Company

Dear Sirs:

After conducting my research and careful review of your files, I have arrived at the following opinion of your proposed business operations. Please note, in order that this firm may serve you and your corporation best, it is imperative that I have a complete understanding of all pertinent facts. Therefore, please contact me if any of the following facts that I have reiterated below are incorrect:

It is my understanding that Tri Med Corporation (Corporation) is a duly registered corporation in the state of Florida.

WHEREAS, the Corporation is offering to borrow certain sums of money from Holder(s) pursuant to a plan for purchase of Letters of Protection from certain medical professionals; and

WHEREAS, the Corporation is offering the notes pursuant to certain registration exemptions contained in federal and Florida securities laws;

NOW, THEREFORE, in consideration of the mutual promises contained below and the Corporation and the Holder(s) will agree as follows:

1. *Disclosure by Corporation.* The Corporation hereby discloses the information set forth in this Paragraph 1. to the Holder(s) in connect with the offer and sale of the notes by the Corporation:



- a. The notes have not been registered under the federal Securities Act of 1933, as amended (the "Federal Act"), and are being offered and sold by the Corporation pursuant to a registration exemption.
- b. During the period of the notes, all resales, pledges, hypothecations, or other transfers of the notes by any person or business organization shall, subject to the further terms of an Agreement, including the provisions of the legend set forth in subparagraph (c) below and may be made only to persons or business organizations having a principal residence or principal office, respectively, within the State of Florida.
- c. A legend has been, or will be, placed on each certificate, or other document evidencing any of the notes in substantially the following form:

THESE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND, THE NOTES IN THE OFFERING OF WHICH THESE NOTES ARE A PART, MAY NOT BE RESOLD OR TRANSFERRED WITHOUT THE WRITTEN PERMISSION OF THE CORPORATION.

- d. Stop transfer instructions to the appropriate officers of the Corporation have been, or will be, placed in the Corporation's records with respect to the notes so as to restrict the resale, pledge, hypothecation, or other transfer thereof, subject to the further terms of an Agreement.
- e. The notes have not been registered under the Florida Securities Act, as amended (the "Florida Act"), and are being offered and sold by the Corporation pursuant to a registration exemption.
- f. The Corporation reasonably believes that the Holder is purchasing for investment, has no information to the contrary, and through Paragraph 2 below is hereby obtaining a signed statement to that effect from the Holder prior to the purchase of any of the notes by the Holder.
- g. The proceeds from the notes will be deposited into an attorney trust account. Funds from Holder and other Holders will be pooled for the purpose of purchasing Letters of Protection. Letters of protection are issued to attorneys who are handling personal injury case. They are often issued to medical providers. The purpose of

the Letter of Protection is to assure the medical provider that payments for services will be paid out of settlement funds received in settling the patient's personal injury claim.

- h. When sufficient funds are accumulated, the Corporation will purchase Letters of Protection from medical providers at a discount from the fees for the medical services. These Letters of Protection will be held by the Corporation until the personal injury case is settled and payment is made from the settlement for the medical services.
- i. There are a number of risks encountered by the Holder(s). While the term of the notes will be for Twenty-Four (24) months, settlement of the personal injury cases that will fund repayment of the Notes can take more than Twenty-four (24) months. In the event that repayment is extended, the Corporation will continue to credit interest to the Notes. The injured party or their attorney may decide not to pursue a case or there may be a verdict of no liability or damages in the trial of a case resulting in no payment related to the Letter of Protection. In addition, cases may be settled or result in a verdict for less than the amount of any given Letter of Protection.

The Corporation will be solely responsible for negotiating amounts of payments for the Letters of Protection. It is the intent of the Corporation to segregate the letters of protection purchased with a given pool of money for the purpose of funding interest and repayment of promissory notes.

2. Representations of the Holder: In connection with the Holder's purchase pursuant to an Agreement, the Holder represents and warrants, which representations and warranties shall survive the consummation of the Holder's purchase pursuant to this Agreement, as follows:

- a. The Holder's principal residence or principal office, as the case may be, is located within the State of Florida.
- b. The Holder is aware that no market may exist for the resale of any of the notes purchased under an Agreement.

- c. The Holder is purchasing for investment and not for the distribution of any of the notes purchased under an Agreement.
 - d. The Holder is aware of any and all restrictions imposed by the Corporation on the further distribution of the notes, including, but not limited to, any restrictive legends appearing on the certificate(s) and/or other document(s) evidencing any of the notes, required holding periods, stop transfer orders, or buy-back rights of the Corporation or security holders thereof.
3. *Offer.* The Corporation hereby offers and agrees to sell to the Holder, and the Holder hereby accepts such offer and subscribes for one hundred (100) shares of the notes, at a price of Ten Dollars (\$10) per share, for an aggregate purchase price of One Thousand Dollars (\$1,000). The Holder agrees to pay such aggregate purchase price to the Corporation, in cash or by check, contemporaneously with the execution of an Agreement by the Corporation and the Holder. The Corporation hereby acknowledges receipt of the foregoing subscription and agrees to issue one or more certificates for such shares upon receipt of payment of such aggregate purchase price.

This will be submitted on a confidential basis for use by a limited number solely in consideration of the sale of Notes. This constitutes an agreement on the part of the recipient hereof and the recipient's representatives to maintain the confidentiality of the information contained herein.

In evaluating the foregoing facts and the goals of your proposed business operations I have arrived at the opinion that there are many reasons why your company will be exempt from the registration requirements of the Securities Act of 1933, as amended (Securities Act) and the many "Blue Sky" laws of the state of Florida. A discussion of these exemptions follows. Again, if any of the above facts are incorrect please contact me for re-evaluation.

DISCUSSION

In November of 2007, the SEC adopted significant amendments to Rule 507, in regards to Limited Advertising Permitted. Rule 507 would permit an issuer in an exempt transaction to publish a limited announcement of an offering. The announcement would be required to state prominently that sales will be made to investors, that no money or other consideration is being solicited or will be accepted through the announcement and

that the securities have not been registered with or approved by the Commission and are being offered and sold pursuant to an exemption.

A "Limited" offering (issuance of securities within a 12-month period) is exempt if made to no more than 35 purchasers.

The Rule 507 exemption shares the following characteristics with the Rule 506 exemption:

a. It would allow an issuer to sell an unlimited amount of its securities to an unlimited number of investors who meet specified criteria-accredited investors in the case of Rule 506 transactions and large accredited investors in the case of Rule 507 transactions;

b. Its availability would focus on purchasers, and not depend on the characteristics of offerees;

c. It would place no restrictions on the payment of commission or similar transaction-related compensation;

d. It would be non-exclusive, meaning that the issuer could choose to claim any other available exemption without the benefit of the rule*;

*An issuer engaging in the limited advertising permitted by Rule 507 may not be able to claim the Section 4(2) exemption if the activity has imparted a public character to the offering. See Release No. 33-7943 (Jan. 26, 2001) [66 FR 8881] (text accompanying n. 31), citing Release No. 33-4562 (Nov. 6, 1962) [27 FR 11316] (public advertising incompatible with claim of private offering).

e. Securities acquired in a transaction under the rule would be subject to the limitations on resale under the Rule 502(d)* 17 CFR 502(d), and therefore would be treated as "restricted securities" as defined in Securities Act Rule 144(a)(3)(ii); 17 CFR 230.144(a)(3)(ii). In a companion release, we have proposed changes to Rule 144. Release No. 33-8813 (June 22, 2007) [72 FR 36822].

In addition, Rule 507 would include the same disqualifications provisions as below for other Regulation D exemptions. Currently, Rule 506 has no bad actor disqualification provisions.

Rule 507 differs from Rule 506:

a. Large Accredited Investor Standard. Rule 507 is premised on the concept of large accredited investors. Rule 506 continues to be premised on the concept of accredited investors.

b. Limited Advertising Permitted. Instead of a total ban on general solicitation and general advertising, as is the case in Rule 506 transactions, issuers in Rule 507 transactions could engage in limited advertising that satisfies the requirements of the rule. All other general solicitation and advertising would be prohibited.

c. Limited Sales to Persons Who Do Not Qualify as Large Accredited Investors. In Rule 506 transactions, issuers may sell securities to an unlimited number of accredited investors and up to 35 non-accredited investors.

Private Placement Exemption

Companies that do not wish to raise money in an expensive public offering registered with the SEC usually seek funds in a transaction exempt from registration, a "private placement". Private placements are sales generally of restricted common stock, typically under SEC Regulation D, which provides a safe harbor exemption from the registration requirements of the Securities Act of 1933 ("1933 Act"). Regulation D sets forth rules governing three (3) types of Private Placement offerings commonly known as a 504, 505 and 506 offering.

While exempt from registration requirements for the 1933 Act, a private placement offering is not exempt from the fraud provisions of the 1933 Act and requires careful compliance with the relied upon exemption. In addition, the offering and sale must comply with state securities laws ("blue sky laws"). An issuing company failing to qualify for an exemption relied upon can face severe penalties and possible criminal repercussions. Securing competent counsel is a very important step in conducting a private placement offering.

Interstate Exemption

Section 3(a) (11) of the Securities Act of 1933, as amended (Securities Act) provides an exemption from the registration requirements of Section 5 of the Securities Act for "[A]ny security which is a part of an issue offered and sold only to persons resident within a single State or Territory, where the issuer of such security is a person resident and doing business within or, if a corporation, incorporated by and doing business within, such State or Territory." ("Intrastate Exemption") Rule 147 promulgated under the Securities Act provides for further application of the Intrastate Exemption.

In addition to complying with Rule 147, Issuers and their counsel need to be cognizant of and comply with applicable state securities laws regulating intrastate offerings. The Intrastate Exemption is only available for bona fide local offerings. That is, the issuer must be a resident of, and doing business, within the state in which all offers and sales are made and no part of the offering may be offered or sold to nonresidents. Because of the strict rules against any sales or offers to non-residents, Issuers conducting concurrent or consecutive offerings, need to be extra careful to avoid the integration of

any non-intrastate transactions with the Intrastate Exemption. Integration occurs when two or more offerings are considered a single offering such that all requirements for the exemption relied on in each offering must be present for each and every sale in all of the integrated offerings.

Mandate of Truthfulness

In offerings made in reliance on Rule 505 or 506 of Regulation D or on Rule 144A, specific requirements relating to information to be furnished by the issuer to the purchasers may have to be met. Where these requirements apply, many lawyers expressly assume that they have been satisfied. The statute itself (i.e., Section 4(2)) does not contain any information requirement, but even when no information requirement is applicable some lawyers nevertheless expressly assume the adequacy of the information disclosed to investors (whether by delivery or by access). The concern giving rise to this assumption may derive from the decision of the Second Circuit Court of Appeals in *SEC v. Manor Nursing Centers, Inc.*, 458 F.2d 1082, 1098-1100 (2d Cir. 1972), which imposed "a mandate of truthfulness" on exempt offerings. Although the implications of this holding have been criticized for making every antifraud lawsuit under the securities laws relating to exempt offerings also a potential claim for violation of Section 5, and in the private placement context may have been substantially circumscribed by *Gustafson v. Alloyd Co., Inc.*, 513 U.S.

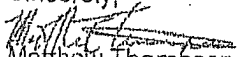
CONCLUSION

In my opinion, based on the foregoing and having regard for such legal considerations as we have deemed relevant, we are of the opinion that:

a. Tri Med Corporation will be exempt from the registration requirements of the Securities Act of 1933, as amended (Securities Act) and the many "Blue Sky" laws of the state of Florida, according to Regulation D, Rule 504, 505, 506, and recently passed amended 507.

We by this letter consent to the filing of this opinion as an Exhibit to the Registration Statement and to the reference to this firm in the Registration Statement and the related prospectus under the heading "Legal Matters," without admitting that we are "experts" within the meaning of the Act or the rules and regulations of the Securities and Exchange Commission issued under them with respect to any part of the Registration Statement including this Exhibit.

Sincerely,


Matthew Thompson, Esq.
Broad and Cassel



October 24, 2011

Tri Med Corporation
34931 US Hwy 19
Palm Harbor, Florida 34684

Re: Security Exemption of Company

Dear Sirs:

After conducting my research and careful review of your files, I have arrived at the following opinion of your proposed business operations. Please note, in order that this firm may serve you and your corporation best, it is imperative that I have a complete understanding of all pertinent facts. Therefore, please contact me if any of the following facts that I have reiterated below are incorrect:

It is my understanding that Tri Med Corporation (Corporation) is a duly registered corporation in the state of Florida;

WHEREAS, the Corporation is offering to borrow certain sums of money from Holder pursuant to a plan for purchase of Letters of Protection from certain medical professionals; and

WHEREAS, the Corporation is offering the notes pursuant to certain registration exemptions contained in federal and Florida securities laws;

NOW, THEREFORE, in consideration of the mutual promises contained below and the Corporation and the Holder will agree as follows:

1. *Disclosure by Corporation.* The Corporation hereby discloses the information set forth in this Paragraph 1. to the Holder in connection with the offer and sale of the promissory notes by the Corporation:
 - a. The notes have not been registered under the federal Securities Act of 1933, as amended (the "Federal Act"), and are being offered and sold by the Corporation pursuant to a registration exemption.

- b. During the period of the notes, all resales, pledges, hypothecations, or other transfers of the notes by any person or business organization shall, subject to the further terms of an Agreement, including the provisions of the legend set forth in subparagraph (c) below and may be made only to persons or business organizations having a principal residence or principal office, respectively, within the State of Florida.
- c. A legend has been, or will be, placed on each certificate or other document evidencing any of the notes in substantially the following form:

THESE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND, THE NOTES IN THE OFFERING OF WHICH THESE NOTES ARE A PART, MAY NOT BE RESOLD OR TRANSFERRED WITHOUT THE WRITTEN PERMISSION OF THE CORPORATION.

- d. Stop transfer instructions to the appropriate officers of the Corporation have been, or will be, placed in the Corporation's records with respect to the notes so as to restrict the resale, pledge, hypothecation, or other transfer thereof, subject to the further terms of an Agreement.
- e. The notes have not been registered under the Florida Securities Act, as amended (the "Florida Act"), and are being offered and sold by the Corporation pursuant to a registration exemption.
- f. The Corporation reasonably believes that the Holder is purchasing for investment, has no information to the contrary, and through Paragraph 2 below is hereby obtaining a signed statement to that effect from the Holder prior to the purchase of any of the notes by the Holder.
- g. The proceeds from the notes will be deposited into an attorney trust account. Funds from Holder and other Holders will be pooled for the purpose of purchasing Letters of Protection. Letters of protection are issued to attorneys who are handling personal injury case. They are often issued to medical providers. The purpose of the Letter of Protection is to assure the medical provider that payments for services will be paid out of settlement funds received in settling the patient's personal injury claim.
- h. When sufficient funds are accumulated, the Corporation will purchase Letters of Protection from medical providers at a discount

from the fees for the medical services. These Letters of Protection will be held by the Corporation until the personal injury case is

- i. settled and payment is made from the settlement for the medical services.
 - j. There are a number of risks encountered by the Holder. While the term of the notes will be for Twenty-Four (24) months, settlement of the personal injury cases that will fund repayment of the Promissory Notes can take more than Twenty-four (24) months. In the event that repayment is extended, the Corporation will continue to credit interest to the Notes. The injured party or their attorney may decide not to pursue a case or there may be a verdict of no liability or damages in the trial of a case resulting in no payment related to the Letter of Protection. In addition, cases may be settled or result in a verdict for less than the amount of any given Letter of Protection.
 - k. The Corporation will be solely responsible for negotiating amounts of payments for the Letters of Protection. It is the intent of the Corporation to segregate the letters of protection purchased with a given pool of money for the purpose of funding interest and repayment of promissory notes.
2. *Representations of the Holder.* In connection with the Holder's purchase pursuant to an Agreement, the Holder represents and warrants, which representations and warranties shall survive the consummation of the Holder's purchase pursuant to this Agreement, as follows:
- a. The Holder's principal residence or principal office, as the case may be, is located within the State of Florida.
 - b. The Holder is aware that no market may exist for the resale of any of the notes purchased under an Agreement.
 - c. The Holder is purchasing for investment and not for the distribution of any of the notes purchased under an Agreement.
 - d. The Holder is aware of any and all restrictions imposed by the Corporation on the further distribution of the notes, including, but not limited to, any restrictive legends appearing on the certificate(s) and/or other document(s) evidencing any of the notes, required holding periods, stop transfer orders, or buy-back rights of the Corporation or security holders thereof.

3. *Offer.* The Corporation hereby offers and agrees to sell to the Holder, and the Holder hereby accepts such offer and subscribes for one hundred (100) shares of the Promissory notes, at a price of Ten Dollars (\$10) per share, for an aggregate purchase price of One Thousand Dollars (\$1,000). The Holder agrees to pay such aggregate purchase price to the Corporation, in cash or by check, contemporaneously with the execution of an Agreement by the Corporation and the Holder. The Corporation hereby acknowledges receipt of the foregoing subscription and agrees to issue one or more certificates for such shares upon receipt of payment of such aggregate purchase price.

This will be submitted on a confidential basis for use by a limited number solely in consideration of the sale of Notes. This constitutes an agreement on the part of the recipient hereof and the recipient's representatives to maintain the confidentiality of the information contained herein.

In evaluating the foregoing facts and the goals of your proposed business operations I have arrived at the opinion that there are many reasons why your company will be exempt from the registration requirements of the Securities Act of 1933, as amended (Securities Act) and the many "Blue Sky" laws of the state of Florida. A discussion of these exemptions follows. Again, if any of the above facts are incorrect please contact me for re-evaluation.

DISCUSSION

In November of 2007, the SEC adopted significant amendments to Rule 507, in regards to Limited Advertising Permitted. Rule 507 would permit an issuer in an exempt transaction to publish a limited announcement of an offering. The announcement would be required to state prominently that sales will be made to investors, that no money or other consideration is being solicited or will be accepted through the announcement and that the securities have not been registered with or approved by the Commission and are being offered and sold pursuant to an exemption.

A "Limited" offering (issuance of securities within a 12-month period) is exempt if made to no more than 35 purchasers.

The Rule 507 exemption shares the following characteristics with the Rule 506 exemption:

- a. It would allow an issuer to sell an unlimited amount of its securities to an unlimited number of investors who meet specified criteria-accredited investors in the case of Rule 506 transactions and large accredited investors in the case of Rule 507 transactions;

b. Its availability would focus on purchasers, and not depend on the characteristics of offerees;

c. It would place no restrictions on the payment of commission or similar transaction-related compensation;

d. It would be non-exclusive, meaning that the issuer could choose to claim any other available exemption without the benefit of the rule*;

*An issuer engaging in the limited advertising permitted by Rule 507 may not be able to claim the Section 4(2) exemption if the activity has imparted a public character to the offering. See Release No. 33-7943 (Jan. 26, 2007) [66 FR 8881] (text accompanying n. 31), citing Release No. 33-4562 (Nov. 6, 1962) [27 FR 11316] (public advertising incompatible with claim of private offering).

e. Securities acquired in a transaction under the rule would be subject to the limitations on resale under the Rule 502(d)* 17 CFR 502(d), and therefore would be treated as "restricted securities" as defined in Securities Act Rule 144(a)(3)(ii); 17 CFR 230.144(a)(3)(ii). In a companion release, we have proposed changes to Rule 144. Release No. 33-8813 (June 22, 2007) [72 FR 36822].

In addition, Rule 507 would include the same disqualification provisions as below for other Regulation D exemptions. Currently, Rule 506 has no bad actor disqualification provisions.

Rule 507 differs from Rule 506:

a. Large Accredited Investor Standard. Rule 507 is premised on the concept of large accredited investors. Rule 506 continues to be premised on the concept of accredited investors.

b. Limited Advertising Permitted. Instead of a total ban on general solicitation and general advertising, as is the case in Rule 506 transactions, issuers in Rule 507 transactions could engage in limited advertising that satisfies the requirements of the rule. All other general solicitation and advertising would be prohibited.

c. Limited Sales to Persons Who Do Not Qualify as Large Accredited Investors. In Rule 506 transactions, issuers may sell securities to an unlimited number of accredited investors and up to 35 non-accredited investors.

Private Placement Exemption

Companies that do not wish to raise money in an expensive public offering registered with the SEC usually seek funds in a transaction exempt from registration, a "private placement". Private placements are sales generally of restricted common stock, typically under SEC Regulation D, which provides a safe harbor exemption from the registration requirements of the Securities Act of 1933 ("1933 Act"). Regulation D sets

forth rules governing three (3) types of Private Placement offerings commonly known as a 504, 505 and 506 offering.

While exempt from registration requirements for the 1933 Act, a private placement offering is not exempt from the fraud provisions of the 1933 Act and requires careful compliance with the relied upon exemption. In addition, the offering and sale must comply with state securities laws ("blue sky laws"). An issuing company failing to qualify for an exemption relied upon can face severe penalties and possible criminal repercussions. Securing competent counsel is a very important step in conducting a private placement offering.

Interstate Exemption

Section 3(a) (11) of the Securities Act of 1933, as amended (Securities Act) provides an exemption from the registration requirements of Section 5 of the Securities Act for "[A]ny security which is a part of an issue offered and sold only to persons resident within a single State or Territory, where the issuer of such security is a person resident and doing business within or, if a corporation, incorporated by and doing business within, such State or Territory." ("Intrastate Exemption") Rule 147 promulgated under the Securities Act provides for further application of the Intrastate Exemption.

In addition to complying with Rule 147, issuers and their counsel need to be cognizant of and comply with applicable state securities laws regulating intrastate offerings. The Intrastate Exemption is only available for bona fide local offerings. That is, the issuer must be a resident of, and doing business, within the state in which all offers and sales are made and no part of the offering may be offered or sold to nonresidents. Because of the strict rules against any sales or offers to non-residents, issuers conducting concurrent or consecutive offerings, need to be extra careful to avoid the integration of any non-intrastate transactions with the Intrastate Exemption. Integration occurs when two or more offerings are considered a single offering such that all requirements for the exemption relied on in each offering must be present for each and every sale in all of the integrated offerings.

Mandate of Truthfulness

In offerings made in reliance on Rule 505 or 506 of Regulation D or on Rule 144A, specific requirements relating to information to be furnished by the issuer to the purchasers may have to be met. Where these requirements apply, many lawyers expressly assume that they have been satisfied. The statute itself (i.e., Section 4(2)) does not contain any information requirement, but even when no information requirement is applicable some lawyers nevertheless expressly assume the adequacy

of the information disclosed to investors (whether by delivery or by access). The concern giving rise to this assumption may derive from the decision of the Second Circuit Court of Appeals in *SEC v. Manor Nursing Centers, Inc.*, 458 F.2d 1082, 1098-1100 (2d Cir. 1972), which imposed "a mandate of truthfulness" on exempt offerings. Although the implications of this holding have been criticized for making every antifraud lawsuit under the securities laws relating to exempt offerings also a potential claim for violation of Section 5, and in the private placement context may have been substantially circumscribed by *Gustafson v. Alloyd Co., Inc.*, 513 U.S.

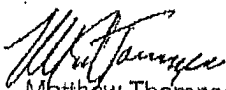
CONCLUSION

In my opinion, based on the foregoing and having regard for such legal considerations as we have deemed relevant, we are of the opinion that:

a. Tri Med Corporation will be exempt from the registration requirements of the Securities Act of 1933, as amended (Securities Act) and the many "Blue Sky" laws of the state of Florida, according to Regulation D, Rule 504, 505, 506, and recently passed amended 507.

We by this letter consent to the filing of this opinion as an Exhibit to the Registration Statement and to the reference to this firm in the Registration Statement and the related prospectus under the heading "Legal Matters," without admitting that we are "experts" within the meaning of the Act or the rules and regulations of the Securities and Exchange Commission issued under them with respect to any part of the Registration Statement including this Exhibit.

Very truly yours,



Matthew Thompson, Esq.
Broad and Cassel

/ct

EXHIBIT 20

Tri-Med Associates is the marketing arm of Tri-Med Corporation and Tri-Med Corporation is in the sole business of paying hospitals and surgery centers cash for their account receivables from



INTERNET ARCHIVE
Wayback Machine

http://tri-medassociatesinc.com

Go

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Tri-Med Corporation works with investor money to purchase account receivables backed by letters of protection (LOPs or liens) from major healthcare providers.

Surgical professionals, hospitals and surgery centers know it is more important than ever to increase current cash flow and develop new sources of future revenue.

Healthcare providers can eliminate the frequent months of waiting for insurance companies payment

In addition to converting unpaid medical lien account receivables into current cash flow, Tri-Med Corporation's program can also arrange pre-approved, fast payment to surgical groups, surgery centers, hospitals and other providers for personal injury patients. We screen the patient's personal injury case, and guarantee prompt payment directly to the surgical provider when services are performed.

Our medical lien financing and portfolio purchase programs eliminate the need for medical providers to waste their own precious time assessing the legal merits of a patient's case. We have extensive experience in personal injury litigation and in-house counsel to deal professionally and cordially with attorneys. We have in-house specialists in personal injury medical care to work cooperatively with providers. Our sole focus is financing and funding medical and surgical lien accounts receivable for providers who are treating accident victims as personal injury patients.

Our investment programs allows investors to receive a better return on their funds. Interest payments are made on a monthly, direct deposit. Terms are almost always less than 24 months. It's the perfect program for knowledgeable investors.

This investment has been registered with and operates as an exempt security, as reviewed by the Florida Office of Financial Regulation. These notes have not been registered under the Securities Act of 1933, as amended, and, the notes in the offering of which these notes are a part of, may not be resold or transferred without the written permission of the Corporation. These notes are not meant to have an alternative re-market outside the Corporation, and are intended solely to profit the original Accredited Investor(s), who are bona fide residents of the State of Florida, and are as named above, and/or their beneficiaries. This limited offering is sold on exemption for accredited investors.

EXHIBIT 21

TRIMED CORPORATION

34931 US HIGHWAY 19, SUITE #104
PALM HARBOR, FLORIDA 34684
PHONE 1-727-400-6970

AG102-1312

MONTHLY INCOME AGREEMENT/RECEIPT

THIS AGREEMENT, made and executed this 7 day of Dec, 2011,
by and between **TriMed CORPORATION** (hereinafter known as the 'Agent'), and the
following Person(s) or Trust (hereinafter known as the 'Funder(s)' which is to be inclusive of
optional 'Co-Funder', if any should be named below).

Primary Funder:

SS#

Co-Funder:

SS#

Trust Title:

Trustee:

Address:

City/State/Zip:

St Pete, Fl 33702

Phone

TriMed CORPORATION will establish a **Monthly Income Program**, based on a flat profit of **Sixteen Percent (16%)** for twenty-four months or less. The payments are to be paid at the rate of one-twenty-fourth of the Profit each Month. This amount will be placed in the **TriMed CORPORATION TRUST Account**; at the **Bank of America**, and paid to the Funder on the 1st day of Each Month for a period of **Twenty-Four Months**.

Note: In Case of a Funder (*your*) Emergency, the Balance of the Monthly Payments may Drawn Out by the Funder(s) at **Any Time**; in any Increments, up to the Entire Balance, **without Penalty or Surrender Charges**. Request must be written, and must be submitted by the 10th day of the prior month.

TriMed, Where People Like You can Profit in the Course of Assisting Caring Doctors.

TRI-MED-INV-002487

TriMed CORPORATION is a State of Florida, Licensed Corporation. They Pay Doctors, Surgeons, Hospitals and Clinics who have performed Surgery and other Urgent Medical Procedures for critically injured patients, who are themselves unable to pay said Doctors and Clinics immediately for their own critical care. These are patients who currently Await Approved Payments or Settlements of Claims by Major Insurance Companies.

1. The TriMed Corporation will provide a 'Letter of Protection' (hereinafter known as the 'LOP'), which constitutes the specific Assignment of a Lien to each Funder, assuring that the Entire Committed Amount will be paid to the Funder upon Payment from Insurance Company. (See #2.2A, Page 3).
2. These Claims may be Divided into Partial Amounts, but will always Equal the Funder's Total Amount paid to TriMed.
3. In the event any Insurance Claim is Disallowed, new Equivalent Cases (LOPs) will be immediately provided to you, the Funder (See #3.3.A, Page 3).
4. TriMed Corporation, will Pay the Entire Costs related to this Process, including any possible Re-Assignment of Cases (LOPs) to the Funders.
5. In the event an Insurance Claim is NOT PAID within twenty-four months, the TriMed CORPORATION agrees to Continue to Pay the Funder the Same Monthly Payments until such a time as the Claim is Paid, or alternatively, You, the Funder can Opt to Cash Out 100%. (See #1.1A and/or #1.1B, Pages 2 & 3).

RISK FACTORS
and
TriMed's EXCLUSIVE RISK REMEDIES

1. **RISK - TIME:** Cases can occasionally take More than Twenty-Four Months to Settle.

TriMed's EXCLUSIVE REMEDIES for RISK #1 - TIME:

- **1.A - TIME:** If a case should take longer than the stipulated twenty-four (24) months to settle, the Funder will Continue to Receive the Monthly Payment; stipulated on the Monthly Agreement/Receipt, until the case is actually settled and the Funder receives the return of their Total Committed Amount (This is equivalent to 8% APR until that time).

TriMed, Where People Like You can Profit in the Course of Assisting Caring Doctors.

RISK FACTORS
and
TriMed's EXCLUSIVE RISK REMEDIES

1. **TIME:** Continued,

TriMed's EXCLUSIVE REMEDIES for RISK #1 - TIME:

- **1. B - TIME - OPTION 2:** In addition, At 24 Months you always have the **OPTION to Cash Out 100%**. Your **Principal** will then be **Refunded in Full**, and the **Entire Profit** you have received will be yours to keep.

2. **RISK - SETTLEMENTS:** Cases may occasionally be Settled for Less than what is Owed on Letter of Protection.

TriMed's EXCLUSIVE REMEDY for RISK #2 - SETTLEMENTS:

- **2. A - SETTLEMENTS:** TriMed Corp. itself agrees to **Fund Any Additional Amount**, that may be needed to **Equal** the agreed upon **Total Return of Funder's Original Commitment**.

3. **RISK - ATTORNEY PRIVILEGE:** In cases where the Attorney involved may be suing an Insurance Company, said Attorney may always choose **Independently**, at any time, to **Settle for Any Amount**, to **Drop the Case**, or may **Lose the Case in Litigation**.

TriMed's EXCLUSIVE REMEDY for RISK #3 - ATTORNEY PRIVILEGE:

- **3. A - ATTORNEY PRIVILEGE:** TriMed CORP agrees to immediately **Replace Funder's current LOP (case)** with an **Equivalent LOP**; should any Attorney involved at any time, choose **Independently**, for any reason, to **Settle for Any Lesser Amount**, to **Drop a Case**, or **Lose a Case**; to **Absolutely Ensure the Ability of the Law to Proceed Unhampered by Outside Influences, at All Times**.

TriMed, Where People Like You can Profit in the Course of Assisting Caring Doctors.

TERMS WITH MONTHLY INCOME:

Total Amount Paid by Funder: \$ 15000

Of this Amount, **Monthly Payments**, calculated equal to a Flat **16%** will be Paid in the

Amount of \$ 100 - Per Month, for 24 Months.

These will be Paid to: FUNDER

Beginning on the 1st day of JAN, 2012, for twenty-four (24) months, by their choice of one of the following two methods;

1. Check Mailed Directly to Funder at the following address;

or

2. Check Deposited Directly to the *Named Account at the following Bank: _____

Important Note: *A Deposit Slip must accompany this Agreement.

As the Authorized Representative for TriMed Corporation, I hereby accept

\$ 15000 - _____, in the form of a Check, drawn from (Bank) _____, Check Number _____.

Check(s) will be made payable to: 'TriMed TRUST ACCOUNT', to be held at BANK OF AMERICA.

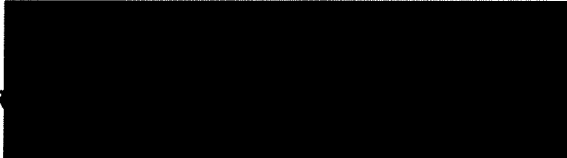
By ERIC AGER Signature [Signature]
Agent/Representative TriMed Agent/Representative TriMed

Signed and executed, this 7 day of Dec, 2011

TriMed, Where People Like You can Profit in the Course of Assisting Caring Doctors.

TERMS WITH MONTHLY INCOME: Continued

I hereby declare I have Comprehended and Understood the Terms, Outlines and Conditions of the TriMed Funding Program. I do Understand the Risks, Remedies and Rewards involved. I declare I have Read, and Understood, the Risk Outline above, and I am signing this without coercion of any kind and in Full Possession of my Faculties:

FUNDER 

Co-FUNDER _____
If Applicable

Signed and executed, this 7 day of Dec, 2011

NOTE: If the Funder is a TRUST, a Copy of the First Page of the Trust and the Signature Page MUST be Included.

Beneficiary  Relationship 


Alternate Beneficiary _____ Relationship _____

For the Comfort, Reassurance and Safety of our Clients, TriMed always allows a 3 Day Penalty-Free Rescission Period for all of our Funders, with absolutely NO Penalties whatsoever, for any reason. By executing this Agreement on this day, the Funder is conceding their right to speak further with an Officer of the Company today, but also understands that an Officer of the Company is always available* to speak to them upon request. (*Business Days)*

THESE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND, THE NOTES IN THE OFFERING OF WHICH THESE NOTES ARE A PART, MAY NOT BE RESOLD OR TRANSFERRED WITHOUT THE WRITTEN PERMISSION OF THE CORPORATION. THESE NOTES ARE NOT MEANT TO HAVE AN ALTERNATIVE REMARKET OUTSIDE THE TRIMED CORPORATION, AND ARE INTENDED SOLEY TO PROFIT THE ORIGINAL FUNDER(S) AS NAMED ABOVE, AND/OR THEIR BENEFICIARIES.

End of Page 5 of 5

TriMed, Where People Like You can Profit in the Course of Assisting Caring Doctors.

TRIMED CORPORATION
34931 U.S. Highway 19, Suite 104
Palm Harbor, Florida 34684
(727) 953-8222
1-855-746-4434

AGREEMENT

THIS AGREEMENT ("Agreement") is executed and dated this 20th day of Feb, 20 13
by and between TriMed CORPORATION ("TriMed"), and the following person(s) or Trust
("Investor(s)").

Primary Investor: [Redacted] SS#: [Redacted]

Co-Investor: _____ SS#: _____

Address: [Redacted]

City/State/Zip: Clearwater FL 33763 Phone: [Redacted]

Primary Beneficiary: [Redacted] Relationship: wife

Contingent Beneficiary: [Redacted] Relationship: Daughter
Daughter

Trust Title: _____

Trustee: _____

Amount invested \$ 5500.00 TriMed promises to pay, \$ 36.67, which

equals an APR of 8 %, on the first of March, and on the first of each succeeding month,

to: [Redacted], through direct deposit* or () a check mailed to the

address of record, until the specific related case is paid and Investor funds are returned. (* MUST include a voided check.)

NOTE: *Any/ all Re-Investments shall be honored at the current rate of 8 %APR.

Investor Initials: PP

Co-Investor Initials: _____

TERMS AND CONDITIONS

1. TriMed will exercise its discretion to identify and fund particular cases. Until an appropriate case is identified and funded, **Investors investing funds will be held in trust at the law firm of Marlowe McNabb, P.A. 1560 West Cleveland Street, Tampa, Florida 33606, under the sole control of Stephen D. Marlowe.** Investors have no right, power, or ability to influence the selection of appropriate cases. TriMed will at all times honor and protect the confidentiality of the underlying patients, cases, and litigation status, in accordance with state and federal law.

2. If a case should take longer than twenty-four (24) months to settle, the Investor will continue to receive the regular monthly payment, per case, until the case is settled and the Investor receives the return of that portion of their total investment, exclusive of interest. The Investor also has the option, at that time, to demand the immediate return of the amount initially invested and allocated to that particular case.

3. If a case is settled for less than the amount of the Letter of Protection ("LOP"), TriMed agrees to fund any additional amount needed to equal the total return of the Investor's original investment, exclusive of interest.

4. In the event a case is dropped, or lost in litigation, TriMed agrees to immediately replace the Investor's current LOP with an equivalent LOP. This is known as "Litigation Privilege" and will, as required by law, *ensure the ability of the law to proceed unhampered by outside influences at all times.*

RECEIPT

The authorized representative for TriMed hereby accepts \$ 5,500.⁰⁰ in the form of a check, made out to TRIMED CORP. TRUST ACCOUNT, drawn from (Bank) Wachovia.

Check Number [REDACTED]

This Trust Account is monitored and controlled solely by Stephen D. Marlowe with Marlowe McNabb, P.A. 1560 West Cleveland Street, Tampa, Florida 33606.

By: J. Miller Signature: J. Miller
Print name of TriMed Representative Signature of TriMed Representative

I hereby declare that I understand the terms, risks and conditions of the TriMed investment program, and I am signing this ~~of my own free will~~

Investor: [REDACTED] Email: _____
Co-Investor: _____ Email: _____

Signed and executed on the date first above written.

NOTES AND CONDITIONS: If the Investor is a Trust, a copy of the first and signature page of the trust, must be included. TriMed Corporation allows a 3-business day, no penalty, rescission period. By executing this agreement, the Investor is conceding their right to speak further with an officer of the company today, but also understands that an officer of the company is available to speak to them upon request. Personal information is never shared outside of TriMed. This Agreement constitutes the entire and integrated agreement between the Investor and TriMed, and supersedes all prior negotiations, representations, understandings, and agreements, either written or oral.

THESE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE NOTES IN THE OFFERING OF WHICH THESE NOTES ARE A PART, MAY NOT BE RESOLD OR TRANSFERRED WITHOUT THE WRITTEN PERMISSION OF TRIMED. THESE NOTES ARE NOT MEANT TO HAVE AN ALTERNATIVE SECONDARY MARKET OUTSIDE OF TRIMED, AND ARE INTENDED SOLEY TO PROFIT THE ORIGINAL INVESTOR(S) AS NAMED ABOVE, AND/OR THEIR BENEFICIARIES.

Investor Initials: PT

Co-Investor Initials: _____

Page 3 of 3

(TriMed Agreement 031212)

**MONTHLY INCOME AGREEMENT
RECEIPT/QUALIFIED IRA FUNDS**

A- 0515

THIS AGREEMENT, made and executed this 11th day of June, 2013, by and between Tri-Med CORPORATION (hereinafter known as Tri-Med), and the following Person(s) or Trust (hereinafter known as the Investor[s]).

Primary Investor: AdvantaIRA TRUST, LLC ID# 27-0275515

FBO: [REDACTED]

IRA ACCOUNT # [REDACTED]

Address: [REDACTED]

City/State/Zip: FF 4 MUCS 2 329 19

Phone: [REDACTED]

Primary Beneficiary: AdvantaIRA IS THE ONLY BENEFICIARY

AMOUNT INVESTED:

\$ 5,000 U.S. Dollars. Tri-Med promises to pay \$ 33.33 ** which equals 0 % APR, on the first of July 1, 2013 and on the first of each succeeding month, by Direct Mail to:

AdvantaIRA Trust, LLC ID#: 27-0275515

FBO: [REDACTED]

"Agreement # A-0515", dated 06/10/2013 is returned to the Investor.

NOTE: The Monthly Check** will be proportionally reduced upon any/all partial returns of investor principal until principal is paid in full, or the related 24 month investment period ends in accordance with the attached Terms and Conditions.

The authorized representative for Tri-Med Corporation hereby acknowledges that:

\$ N/A will be Transferred from the current Custodial Company: Tri-Med Corp Trust Account' to AdvantaIRA Trust, LLC. and subsequently paid to

NOTICE: Any/all Re-Investments shall be honored at the current rate which equals ** 0 % APR.

Read & Agreed: FBO Initial ph Dated 6/10/2013

TERMS AND CONDITIONS:

INVESTMENT FUNDS will in part pay one or more current surgical bills from one or more participating Hospitals or Surgical Centers. Until invested, that portion of those funds will be held in an FDIC Insured Attorney Trust Account to be controlled solely by the Marlowe McNabb Law Firm of Tampa, Florida. The remaining portion of the investment funds will be used to establish the monthly payment accounts and to pay other administrative expenses. Simultaneously upon the payment of a surgical bill with said investment funds, that Hospital or Surgical Center will assign to Tri-Med their Letter of Protection (LOP), which assures payment from the responsible Insurance Company. Tri-Med will then issue a Certificate of Lien (LOP) solely in the name of the Investor. An Investor may have their investment purchase several surgical bills, and may receive several liens which shall always total the exact amount invested. Tri-Med will hold these LOPs until the personal injury case in connection with which these LOPs were issued is settled and payment is made to Tri-Med from the settlement for the medical services. Tri-Med is solely responsible for negotiating amounts to be paid for LOPs.

INVESTOR ACKNOWLEDGES that Tri-Med reasonably believes the Investor is purchasing only for personal investment, has no information to the contrary, and is relying on the representations of said investor whose name appears upon these documents.

NOTICE: Tri-Med Corporation has established an account at Wells Fargo Bank, and has there on deposit \$500,000.00, as a form of collateral, to be used solely in the known following risks associated with this investment:

1. If a case should take longer than twenty-four (24) months to settle, the Investor has two Options:
 - #A. To continue to receive monthly payments (on the remaining balance of principal due) until the case is settled and said Investor is paid in full OR,
 - #B. The Investor has the option to request a full return of the balance of investment monies which will be immediately honored and paid within 72 hours after Tri-Med receives Investor's written request.
2. If a case is settled for less than the amount of the LOP, Tri-Med agrees to fund any additional amount needed to equal the return of investor's original investment.
3. In the event a case is dropped, or lost in litigation, Tri-Med agrees to immediately replace Investor's current lien with an equivalent LOP. This pertains to "Litigation Privilege" and will, as is required by law, ensure the ability of the law to proceed unhampered by outside influences, at all times.

Note: Please be aware that there may be other risks that we are unaware of at this time.

Read & Agreed: FBO Initial ph Dated 6 / 10 / 2013

REPRESENTATIONS OF THE INVESTOR c. # A-0515

IN CONNECTION with the Investor's investment pursuant to this Agreement, the Investor represents and warrants, which representations and warranties shall survive the termination of this agreement, as follows:

1. The Investor's principal residence or principal office, as the case may be, is located within the State of Florida.
2. The Investor is aware that no market may exist for the resale of any of the investment purchased under this Agreement.
3. The Investor is purchasing for investment and not for the distribution of any of the rights purchased under this Agreement.
4. The Investor recognizes that there are restrictions imposed by Tri-Med on any further distribution of this Agreement or the rights it grants.

THIS INVESTMENT HAS BEEN SUBMITTED TO THE STATE OF FLORIDA OFFICE OF FINANCIAL REGULATIONS AS AN EXEMPT SECURITY. THIS AGREEMENT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE FLORIDA SECURITIES ACT, AS AMENDED, AND THIS AGREEMENT MAY NOT BE ASSIGNED OR TRANSFERRED WITHOUT TRI-MED'S WRITTEN PERMISSION OF THE CORPORATION. THIS AGREEMENT IS NOT MEANT TO HAVE AN ALTERNATE SECONDARY MARKET OUTSIDE OF TRI-MED AND IS INTENDED SOLELY TO PROFIT THE ORIGINAL INVESTOR AS NAMED ABOVE OR THE INVESTOR'S BENEFICIARIES.

NOTE: Tri-Med Corporation allows a 3 day rescission of this investment simply by notifying the Tri-Med representative whose name is on the signature page of this 4 page document. By executing this agreement on this day, the investor acknowledges their right to speak further with an officer of Tri-Med today, and either have done so or have chosen not to do so, but also understands that an officer of Tri-Med is always available to speak to them upon request. Tri-Med will at all times honor and protect the confidentiality of the underlying patients, cases, and litigation status, in accordance with State and Federal Law.*

Read & Agreed: FBO Initial ph Dated 6/10/2017

ENTIRE AGREEMENT

Doc. # A-0515

THIS AGREEMENT is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties. Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise contained in this Agreement shall be valid or binding.

INVESTOR: AdventIRA Trust, LLC

FBO - Name Print: _____

FBO - Signature: _____

Date 06/10/2013

I HAVE received, reviewed and have in my possession a copy of the accompanying Tri-Med Memorandum.

Read & Agreed: FBO Initial JM

Dated 06/10/2013

Tri-Med Associates - Signature: _____

Jodie Miller

Tri-Med Associates - Name Print: _____

JODIE MILLER

Agreement Dated _____

06/10/2013

TRI-MED CORPORATION

34931 U.S. Highway 19

Suite 104

Palm Harbor, FL 34684

727-953-8222

NOTE: THIS CONSTITUTES PAGE 4 OF 4

TRIMED CORPORATION

34931 US HIGHWAY 19, SUITE #104
PALM HARBOR, FLORIDA 34684
TOLL FREE 855 746 4434
PHONE 1-727-953-2222

MONTHLY INCOME AGREEMENT/RECEIPT

THIS AGREEMENT made and executed this 3rd day of March, 2017, by and between TRIMED CORPORATION (hereinafter known as 'Agency'), and the following Person(s) or Trust (hereinafter known as the 'Investor(s)'),

Primary Investor: [Redacted] SS# [Redacted]

Co-Investor: (If any) [Redacted] SS# [Redacted]

Trust Title: _____

Trustee: _____

Address: [Redacted]

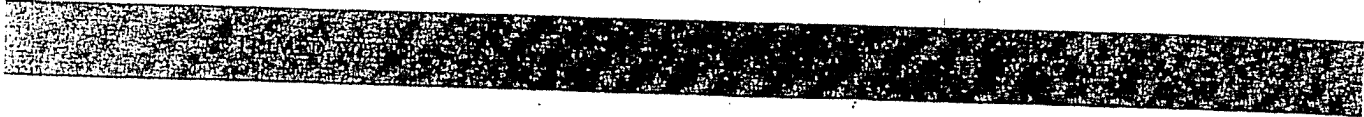
City/State/Zip: Clearwater Phone [Redacted]

Primary Beneficiary [Redacted] Relationship son 50%

Contingent Beneficiary [Redacted] Relationship son 50%

TriMed Guarantees

- 1. - TIME:** Cases can, on rare occasions, take more than twenty-four months. **Guarantee** - If a case should take longer than twenty-four (24) months to settle; the investor will continue to receive the FULL Monthly Payment, until the investor receives the return of their total investment, exclusive of interest. **OR**, the investor also has the **OPTION** to request, and to receive the return of their **total investment within 72 Hours.**



2. - **SETTLEMENTS:** Cases may, on rare occasions, be settled for less than what is owed on the Letter of Protection.

Guarantee - The TriMed Corporation will then execute the Bank of America Letter of Credit and pay the investor the difference within 72 Hours.

3. - **ATTORNEY PRIVILEGE:** Cases where the attorney involved has filed suit against an insurance company, in rare instances, they may decide to win the case, or lose the case in litigation.

Guarantee - In this event, TriMed Corporation agrees to immediately execute the Bank of America Letter of Credit and repay the investor the entire principal within 72 Hours. This will absolutely ensure the ability of the law to proceed, without disruption by outside influences at all times.

TERMS WITH MONTHLY INCOME:

Amount Invested:

\$ 40,000 US Dollars.

Monthly Payments, equal to a(n) 2 % APR will be paid in the amount of

\$ 2160.67 per month, for 24 months or less.

Full Monthly Payments will cease only upon a 100% return of the original principal.

These will be Paid to: [Redacted]

Beginning on the 1st day of MAY, 20 12

Until the entire principal is returned 100%.

Investor may receive Monthly Payments by either:

1. Check mailed directly to investor at the following address;

FRA custodia, Or by:

2. Check deposited directly to the *Named Account at the following Banking Institution:

Important Note: *A Deposit Slip and an E-Mail Address must BOTH accompany this Agreement.

E-Mail Address: [Redacted]

Note: None of your

TriMed Corporation.

The authorized representative for TriMed Corporation hereby accepts:

U.S. \$ transfer *, in the form of a check, drawn

on (Bank) _____ check Number _____

Check(s) shall be made payable to: 'TriMed Corporation Trust Account'

By [Signature] Signature
Print name of TriMed Representative _____ Signature of TriMed Representative _____

Signed and executed this 13th day of MARCH, 20 12

NOTE: *Any/all Re-Investments shall be honored at the current rate of 8 %APR.

I hereby declare that I understand the terms, risks and conditions of the TriMed investment program _____ in free will:

Investor X _____

Co-Investor (If Applicable) _____

Signed and executed, 13th day of MARCH, 20 12

NOTE: If the Investor is a TRUST, a copy of the first page of the trust and the signature page of the trust, MUST BOTH be Included.

NOTICE: TriMed Corporation allows a 3 day* rescission period for investors, with NO penalties whatsoever. By executing this agreement on this day, the investor is conceding their right to speak further with an officer of the company today, but also understands that an officer of the company is always available* to speak to them upon request. (*Business Days)

THESE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND, THE NOTES IN THE OFFERING OF WHICH THESE NOTES ARE A PART, MAY NOT BE RESOLD OR TRANSFERRED WITHOUT THE WRITTEN PERMISSION OF THE CORPORATION. THESE NOTES ARE NOT MEANT TO HAVE AN ALTERNATIVE RE-MARKET OUTSIDE THE TRIMED CORPORATION, AND ARE INTENDED SOLELY TO PROFIT THE ORIGINAL INVESTOR(S) AS NAMED ABOVE, &/OR THEIR BENEFICIARIES.

THE END



TRIMED CORPORATION

34931 US HIGHWAY 19, SUITE #104
PALM HARBOR, FLORIDA 34684
TOLL FREE 855 746 4434
PHONE 1-727-953-8222

MONTHLY INCOME AGREEMENT/RECEIPT

THIS AGREEMENT, made and executed this 13th day of FEB, 2012 by and between **TRIMED CORPORATION** (hereinafter known as the 'Agent'), and the following Person(s) or Trust (hereinafter known as the 'Investor'):

Primary Investor: [Redacted] SS# [Redacted]

Co-Investor: _____ SS# _____

Trust Title: _____

Trustee: _____

Address: [Redacted]

City/State/Zip: Clearwater FL 33755 Phone [Redacted]

Primary Beneficiary [Redacted] Relationship son - 50%

Contingent Beneficiary [Redacted] Relationship son - 50%

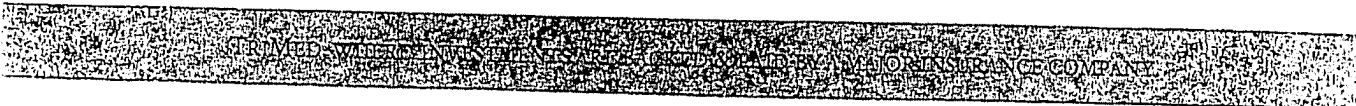
TriMed Corporation will deposit an amount equal to sixteen percent (16%) of the total investment to the **TRIMED CORPORATION PAYMENT ESCROW ACCOUNT**, at Bank of America. This represents an eight percent (8%) APR, for a maximum of twenty-four months. The payments are to be paid at the rate of one twenty-fourth (1/24th) of the profit monthly, and paid to the investor on the 1st day of each month, until the claim is paid by the insurance company(s), & the principal is returned 100%.

TriMed Corporation, a State of Florida, Licensed Corporation, pays physicians and surgeons, who have performed surgery and other urgent medical procedures for critically injured patients. These are patients who have been pre-approved for surgery by a major insurance company.

Once that surgery is actually performed & documented, the physicians and surgeons invoice the insurance company. The doctors must then wait from 2-24 months for their payment. Now instead, investor funds will be used to pay those physicians immediately.

As a surgeon is paid with investor funds; simultaneously, TriMed will have the doctor's lien ('Letter of Protection', also known as the 'LOP') reassigned to the investor. The investor's principal will then be secured & paid by the responsible insurance company.

An investment may pay for multiple invoices, but will always equal the investor's total investment. Investor will receive multiple LOPs accordingly.



RISK FACTORS and REMEDIES

First Risk - **TIME**: Cases can, on rare occasions, take more than twenty-four months.

Remedy - If a case should take longer than twenty-four (24) months to settle; the investor will continue to receive the FULL Monthly Payment, until the investor receives the return of their total investment. OR the investor also has the OPTION to request, and to receive the return of their total investment within 72 Hours.

Second Risk - **SETTLEMENTS**: Cases may, on rare occasions, be settled for less than what is owed on the Letter of Protection.

Remedy - The TriMed Corporation, will then execute the Bank of America Letter of Credit and pay the investor the difference within 72 Hours.

Third Risk - **ATTORNEY PRIVILEGE**: In cases where the attorney involved has filed suit against an insurance company; in rare instances, they may decide to drop the case, or lose the case in litigation.

Remedy - In this event, TriMed Corporation agrees to immediately execute the Bank of America Letter of Credit, and repay the investor the entire principal within 72 Hours. This will absolutely ensure the ability of the law to proceed, without disruption by outside influences, at all times.

TERMS WITH MONTHLY INCOME:

Amount Invested:

\$ 10,000 US Dollars.

Monthly Payments, equal to a(n) 10 % APR will be paid in the amount of

\$ 1067.00 per month, for 24 months or less.
Full Monthly Payments will cease only upon 100% return of the original principal.

These will be Paid to: [Redacted]

Beginning on the 1st day of MARCH, 20 12
Until the entire principal is returned 100%.

Investor may receive Monthly Payments by either:
1. Check mailed directly to investor at the following address;

N/A, Or by:
2. Check deposited directly to the *Named Account at the following Banking Institution:

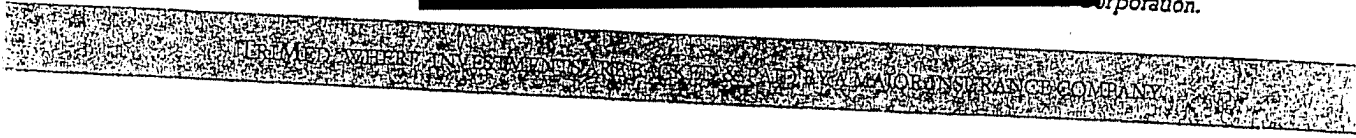
[Redacted]

Important Note: A Deposit Slip and an E-Mail Address must BOTH accompany this Agreement.

E-Mail Address:

Note: None of your private information will be shared with any third party.

TriMed Corporation.



The authorized representative for TriMed Corporation hereby accepts:

\$ 10,000 in the form of a check, drawn

from (Bank) [REDACTED], Check Number [REDACTED]

Check(s) shall be made payable to: "TriMed Corp Trust Account"
NOTE: The Trust Account is strictly monitored and controlled by the "Marlowe McNabb Law Firm".

By: [Signature] Signature [Signature]
Print name of TriMed Representative Signature of TriMed Representative

Signed and executed, this 13th day of February, 20 12

I hereby declare that I understand the terms, risks and conditions of the TriMed investment program, and I am signing this of my own free will:

Investor [REDACTED]

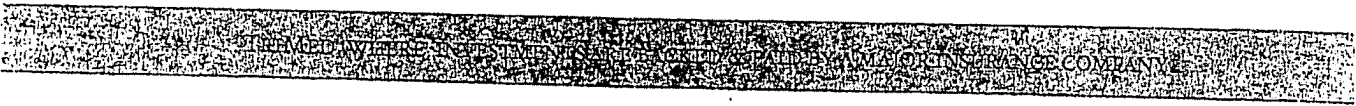
Co-Investor (If Applicable) _____

Signed and executed, this 13th day of February, 20 12

NOTE: If the Investor is a TRUST, a copy of the first page of the trust and the signature page of the trust, MUST BOTH be included.

NOTE: TriMed Corporation allows a 3 day* rescission period for investors, with NO penalties whatsoever. By executing this agreement on this day, the investor is conceding their right to speak further with an officer of the company today, but also understands that an officer of the company is always available* to speak to them upon request. (*Business Days)

THESE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND, THE NOTES IN THE OFFERING OF WHICH THESE NOTES ARE A PART, MAY NOT BE RESOLD OR TRANSFERRED WITHOUT THE WRITTEN PERMISSION OF THE CORPORATION. THESE NOTES ARE NOT MEANT TO HAVE AN ALTERNATIVE RE-MARKET OUTSIDE THE TRIMED CORPORATION, AND ARE INTENDED SOLELY TO PROFIT THE ORIGINAL INVESTOR(S) AS NAMED ABOVE, AND/OR THEIR BENEFICIARIES.



0864

MONTHLY INCOME AGREEMENT/RECEIPT

THIS AGREEMENT, made and executed this 4th day of November, 2013, by and between Tri-Med CORPORATION (hereinafter known as Tri-Med), and the following Person(s) or Trust (hereinafter known as the Investor(s)).

Primary Investor: [Redacted] SS#: [Redacted]

*Co-Investor: [Redacted] *SS#: [Redacted]

* Only if applicable: Address: [Redacted]

City/State/Zip: Spring Hill, FL 34608 Phone: [Redacted]

*Trust Title: [Redacted]

* Only if applicable: *Trustee: [Redacted]

* Only if applicable: OR- [Redacted]

Primary Beneficiary: [Redacted] Relationship: Spouse

Address: [Redacted] Phone: [Redacted]

Co-Beneficiary: [Redacted] Relationship: [Redacted]

* Only if applicable: Address: [Redacted] Phone: [Redacted]

AMOUNT INVESTED: \$ 20,000.00 U.S. Dollars. Tri-Med promises to pay \$ 95.83 ** which equals 5.75% APR, on the first of December

and on the first of each succeeding month, to either a [X] Direct Deposit or [] a Check by Mail, until this Investment, hereby referred to as:

"Agreement # 0864", dated 11 / 4 / 13, is returned to the Investor.

NOTE: The Monthly Check** will be proportionally reduced upon any/all partial returns of investor principal until principal is paid in full, or the related 24 month investment period ends in accordance with the attached Terms and Conditions.

ATTENTION: For Direct Deposit, an E-mail address and a VOIDED Check or Deposit Slip must also be included.

NOTICE: Any/all Re-Investments shall be honored at the current rate which equals **5.75% APR.

Investor Initials (DB) *Co-Investor Initials: [Redacted] * Only if applicable

TRI-MED, WHERE ALL INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY

TERMS AND CONDITIONS:

INVESTMENT FUNDS will in part pay one or more current surgical bills from one or more participating Hospitals or Surgical Centers. Until invested, that portion of those funds will be held in an FDIC Insured Attorney Trust Account to be controlled solely by the Marlowe McNabb Law Firm of Tampa, Florida. The remaining portion of the investment funds will be used to establish the monthly payment accounts and to pay other administrative expenses. Simultaneously upon the payment of a surgical bill with said investment funds; that Hospital or Surgical Center will assign to Tri-Med their Letter of Protection (LOP), which assures payment from the responsible Insurance Company. Tri-Med will then issue a Certificate of Lien (LOP) solely in the name of the Investor. An Investor may have their investment purchase several surgical bills, and may receive several liens which shall always total the exact amount invested. Tri-Med will hold these LOPs until the personal injury case in connection with which these LOPs were issued is settled and payment is made to Tri-Med from the settlement for the medical services. Tri-Med is solely responsible for negotiating amounts to be paid for LOPs.

INVESTOR ACKNOWLEDGES that Tri-Med reasonably believes the Investor is purchasing only for personal investment, has no information to the contrary, and is relying on the representations of said investor whose name appears upon these documents.

NOTICE: Tri-Med Corporation has established an account at Wells Fargo Bank, and has there on deposit \$500,000.00, as a form of collateral, to be used solely in the known following risks associated with this investment:

1. If a case should take longer than twenty-four (24) months to settle, the Investor has two Options:
 - #A. To continue to receive monthly payments (on the remaining balance of principal due) until the case is settled and said Investor is paid in full. OR,
 - #B. The Investor has the option to request a full return of the balance of investment monies which will be immediately honored and paid within 72 hours after Tri-Med receives Investor's written request.
2. If a case is settled for less than the amount of the LOP, Tri-Med agrees to fund any additional amount needed to equal the return of investor's original investment.
3. In the event a case is dropped, or lost in litigation, Tri-Med agrees to immediately replace Investor's current lien with an equivalent LOP. This pertains to "Litigation Privilege" and will, as is required by law, ensure the ability of the law to proceed unhampered by outside influences, at all times.

Note: Please be aware that there may be other risks that we are unaware of at this time.

Investor Initials: DB *Co-Investor Initials: _____
* Only if applicable

REPRESENTATIONS OF THE INVESTOR

IN CONNECTION with the Investor's investment pursuant to this Agreement, the Investor represents and warrants, which representations and warranties shall survive the termination of this agreement, as follows:

1. The Investor's principal residence or principal office, as the case may be, is located within the State of Florida.
2. The Investor is aware that no market may exist for the resale of any of the investment purchased under this Agreement.
3. The Investor is purchasing for investment and not for the distribution of any of the rights purchased under this Agreement.
4. The Investor recognizes that there are restrictions imposed by Tri-Med on any further distribution of this Agreement or the rights it grants.

THIS INVESTMENT HAS BEEN SUBMITTED TO THE STATE OF FLORIDA OFFICE OF FINANCIAL REGULATIONS AS AN EXEMPT SECURITY. THIS AGREEMENT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE FLORIDA SECURITIES ACT, AS AMENDED, AND THIS AGREEMENT MAY NOT BE ASSIGNED OR TRANSFERRED WITHOUT TRI-MED'S WRITTEN PERMISSION OF THE CORPORATION. THIS AGREEMENT IS NOT MEANT TO HAVE AN ALTERNATE SECONDARY MARKET OUTSIDE OF TRI-MED AND IS INTENDED SOLELY TO PROFIT THE ORIGINAL INVESTOR AS NAMED ABOVE OR THE INVESTOR'S BENEFICIARIES.

NOTE: Tri-Med Corporation allows a 3 day rescission of this investment simply by notifying the Tri-Med representative whose name is on the signature page of this 4 page document. By executing this agreement on this day, the investor acknowledges their right to speak further with an officer of Tri-Med today, and either have done so or have chosen not to do so, but also understands that an officer of Tri-Med is always available to speak to them upon request. Tri-Med will at all times honor and protect the confidentiality of the underlying patients, cases, and litigation status, in accordance with State and Federal Law.*

Investor Initials: DE *Co-Investor Initials: _____
* Only if applicable

ENTIRE AGREEMENT

THIS AGREEMENT is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties. Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

Investor Signature _____
OR - TRUSTEE

Date 11 / 4 / 13

*CO-Investor Signature: _____ Date _____ / _____ / _____
** Only if applicable*

I HAVE received, reviewed and have in my possession a copy of the accompanying Tri-Med Memorandum.

Investor/Trustee Initial DB *Co-Investor Initial _____
** Only if applicable*

Tri-Med Associates - Signature: _____
Tri-Med Associates - Name Print _____

Agreement Dated 11 / 4 / 13

TRI-MED CORPORATION
34931 U.S. Highway 19
Suite 104
Palm Harbor, FL 34684
727 953 8222

NOTE: THIS CONSTITUTES PAGE 4 OF 4

TRI-MED, WHERE ALL INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY

0993

MONTHLY INCOME AGREEMENT/RECEIPT

THIS AGREEMENT, made and executed this 17th day of DECEMBER, 20 13, by and between Tri-Med CORPORATION (hereinafter known as Tri-Med), and the following Person(s) or Trust (hereinafter known as the Investor(s)).

Primary Investor: [Redacted] SS#: [Redacted]

*Co-Investor: [Redacted] SS#: [Redacted]

Address: [Redacted]

City/State/Zip: HERNANDO, FLORIDA 3442 Phone: [Redacted]

*Trust Title: _____
* Only if applicable:

*Trustee: _____
* Only if applicable:

OR-

Primary Beneficiary [Redacted] Relationship: DAUGHTER

Address: [Redacted] Phone: [Redacted]

Co-Beneficiary: [Redacted] Relationship: SON

Address: [Redacted] Phone: [Redacted]

AMOUNT INVESTED:
\$ 10,000.00 U.S. Dollars. Tri-Med promises to

pay \$ 56.25 ** which equals 6.3 % APR, on the first of FEBRUARY

and on the first of each succeeding month, to either a [] Direct Deposit or [X] a Check by Mail, until this Investment, hereby referred to as:

"Agreement # 0993", dated 12-17-2013, is returned to the Investor.

NOTE: The Monthly Check** will be proportionally reduced upon any/all partial returns of investor principal until principal is paid in full, or the related 24 month investment period ends in accordance with the attached Terms and Conditions.

ATTENTION: For Direct Deposit, an E-mail address and a VOIDED Check or Deposit Slip must also be included.

NOTICE: Any/all Re-Investments shall be honored at the current rate which equals ** 6.3 % APR.

Investor Initials: JU *Co-Investor Initials: _____
* Only if applicable

TRI-MED: WHERE ALL INVESTMENTS ARE MADE & PAID BY A MAJOR INSURANCE COMPANY.

TERMS AND CONDITIONS:

INVESTMENT FUNDS will in part pay one or more current surgical bills from one or more participating Hospitals or Surgical Centers. Until invested, that portion of those funds will be held in an FDIC Insured Attorney Trust Account to be controlled solely by the Marlowe McNabb Law Firm of Tampa, Florida. The remaining portion of the investment funds will be used to establish the monthly payment accounts and to pay other administrative expenses. Simultaneously upon the payment of a surgical bill with said investment funds; that Hospital or Surgical Center will assign to Tri-Med their Letter of Protection (LOP), which assures payment from the responsible Insurance Company. Tri-Med will then issue a Certificate of Lien (LOP) solely in the name of the Investor. An Investor may have their investment purchase several surgical bills, and may receive several liens which shall always total the exact amount invested. Tri-Med will hold these LOPs until the personal injury case in connection with which these LOPs were issued is settled and payment is made to Tri-Med from the settlement for the medical services. Tri-Med is solely responsible for negotiating amounts to be paid for LOPs.

INVESTOR ACKNOWLEDGES that Tri-Med reasonably believes the Investor is purchasing only for personal investment, has no information to the contrary, and is relying on the representations of said investor whose name appears upon these documents.

NOTICE: Tri-Med Corporation has established an account at Wells Fargo Bank, and has there on deposit \$500,000.00, as a form of collateral, to be used solely in the known following risks associated with this investment:

1. If a case should take longer than twenty-four (24) months to settle, the Investor has two Options:
 - #A. To continue to receive monthly payments (on the remaining balance of principal due) until the case is settled and said Investor is paid in full; OR,
 - #B. The Investor has the option to request a full return of the balance of investment monies which will be immediately honored and paid within 72 hours after Tri-Med receives Investor's written request.
2. If a case is settled for less than the amount of the LOP, Tri-Med agrees to fund any additional amount needed to equal the return of investor's original investment.
3. In the event a case is dropped, or lost in litigation, Tri-Med agrees to immediately replace Investor's current lien with an equivalent LOP. This pertains to "Litigation Privilege" and will, as is required by law, ensure the ability of the law to proceed unhampered by outside influences, at all times.

Note: Please be aware that there may be other risks that we are unaware of at this time.

Investor Initials: JU *Co-Investor Initials: _____
* Only if applicable

TRI-MED, WHERE ALL INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY.

REPRESENTATIONS OF THE INVESTOR

IN CONNECTION with the Investor's investment pursuant to this Agreement, the Investor represents and warrants, which representations and warranties shall survive the termination of this agreement, as follows:

1. The Investor's principal residence or principal office, as the case may be, is located within the State of Florida.
2. The Investor is aware that no market may exist for the resale of any of the investment purchased under this Agreement.
3. The Investor is purchasing for investment and not for the distribution of any of the rights purchased under this Agreement.
4. The Investor recognizes that there are restrictions imposed by Tri-Med on any further distribution of this Agreement or the rights it grants.

THIS INVESTMENT HAS BEEN SUBMITTED TO THE STATE OF FLORIDA OFFICE OF FINANCIAL REGULATIONS AS AN EXEMPT SECURITY. THIS AGREEMENT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE FLORIDA SECURITIES ACT, AS AMENDED, AND THIS AGREEMENT MAY NOT BE ASSIGNED OR TRANSFERRED WITHOUT TRI-MED'S WRITTEN PERMISSION OF THE CORPORATION. THIS AGREEMENT IS NOT MEANT TO HAVE AN ALTERNATE SECONDARY MARKET OUTSIDE OF TRI-MED AND IS INTENDED SOLELY TO PROFIT THE ORIGINAL INVESTOR AS NAMED ABOVE OR THE INVESTOR'S BENEFICIARIES.

NOTE: Tri-Med Corporation allows a 3 day rescission of this investment simply by notifying the Tri-Med representative whose name is on the signature page of this 4 page document. By executing this agreement on this day, the investor acknowledges their right to speak further with an officer of Tri-Med today, and either have done so or have chosen not to do so, but also understands that an officer of Tri-Med is always available to speak to them upon request. Tri-Med will at all times honor and protect the confidentiality of the underlying patients, cases, and litigation status, in accordance with State and Federal Law.*

Investor Initials: JU *Co-Investor Initials: _____
* Only if applicable

ENTIRE AGREEMENT

THIS AGREEMENT is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties. Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

Investor Signature: _____
OR - TRUSTEE



Date 12 / 17 / 2013

*CO-Investor Signature: _____ Date _____ / _____ / _____
** Only if applicable*

I HAVE received, reviewed and have in my possession a copy of the accompanying Tri-Med Memorandum.

Investor/Trustee Initial JU *Co-Investor Initial _____
** Only if applicable*

Tri-Med Associates - Signature: James A. Britain

Tri-Med Associates - Name Print: JAMES A. BRITAIN

Agreement Dated DEC 17 1 2013

TRI-MED CORPORATION

34931 U.S. Highway 19
Suite 104
Palm Harbor, FL 34684
727 953 8222

NOTE: THIS CONSTITUTES PAGE 4 OF 4

EXHIBIT 22

TODAY, A 24 Mo. CD PAYS 1.2%.
OUR 24 Mo. PLAN PAYS-

5.75%
APR

PAID MONTHLY

LIMITED OFFERING
\$10,000 MINIMUM

ALSO
SUITS
IRA
FUNDS!

**EVERY
INVESTMENT
IS BACKED BY A
MAJOR INSURANCE COMPANY!**

GET INFO BY MAIL - TOLL FREE!

1-866-570-0390

THE CORPORATION; HAS BEEN REGISTERED WITH, AND OPERATES AS, AN EXEMPT SECURITY AS REVIEWED BY THE FLORIDA OFFICE OF FINANCIAL REGULATIONS (OFR).

THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE NOTES IN THE OFFERING OF WHICH THESE NOTES ARE A PART, MAY NOT BE RESOLD OR TRANSFERRED WITHOUT THE WRITTEN PERMISSION OF THE CORPORATION. THESE NOTES ARE NOT MEANT TO HAVE AN ALTERNATIVE RE-MARKET OUTSIDE THE CORPORATION, AND ARE INTENDED SOLELY TO PROFIT THE ORIGINAL ACCREDITED INVESTOR(S) AS NAMED ABOVE, AND/OR THEIR BENEFICIARIES. THIS LIMITED OFFERING IS SOLD ON EXEMPTION FOR ACCREDITED INVESTORS.

PLEASE NOTE: THIS IS **NOT** A MORTGAGE, ANNUITY OR VIATICAL.

GROSS FINANCIAL SERVICES, INC.

EXHIBIT 23

oward the end
eat opportu-
my career as a
h in St. Louis

able now."
rmooney@tampatrib.com
(813) 259-7227
Twitter: @RMOoneyTBO

said he was pleased that
International Infrastruc-
ture Partners is still com-
mitted to the project.

Selmon Expressway and
Twitter: @LKinslerTBO

ostol caused seri-
ly harm" to the
d that "it is im-
for any medical
ial to definitive-
de that one 200
n tablet of Miso-
tually caused the
the unborn em-
estion."
ge also quoted a
fidavit from an-
tor who reached
onclusion.
District Court
ay, Lazzara said
is "tremendous
sentencing rec-
tions if he did
der that serious
ury was caused
ug dose. The 13
8 months stipu-
e plea deal could
d to as little as 41
nths, which his
red was "a sub-
crease from the

recommended adviso-
ry guideline range" of 13
years, three months, to 14
years.
That is why, despite
the plea agreement, Laz-
zara wants prosecutors at
sentencing to "prove by a
preponderance of the evi-
dence that the victim's in-
gestion of Cytotec in fact
caused her serious bodily
injury and in fact caused
the death of her unborn
embryo."
Welden is accused of
giving Lee, who was about
seven weeks pregnant, the
drug he obtained by forg-
ing his physician father's
signature on a prescrip-
tion. He then switched the
label to make it look like
an antibiotic, giving it to
Lee and telling her his fa-
ther said she had an infec-
tion.
After taking one of the

pills, Lee lost the baby.
Welden could have
faced a mandatory life
sentence under the Un-
born Victims of Violence
Act. He was allowed to
plead guilty to tampering
with a consumer product
and conspiracy to commit
mail fraud.
Also Monday, Lazzara
granted a modification
of Welden's bond condi-
tions, saying he would not
have to be guarded by an
armed security guard if he
is home with at least one
of his parents. Previous-
ly, he was ordered to be
under guard around the
clock, which lawyer Todd
Foster called "prohibitively
expensive" to the family.
Welden will still have to
wear a GPS device.
jstockfisch@tampatrib.com
(813) 259-7834

**e Standard
diology**
y for Over 20 Years
Ultrasound
PET/CT Imaging
Nuclear Medicine
Nuclear Cardiology
5
000336499-01
logyCenters.com

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& SHOWERS**
SAVE
20-50% OFF
from National Tub
Competitors
• SAFETY
• COMFORT
• INDEPENDENCE
Enjoy a Nice Soak Again!
813.448.3711
www.LifestyleRemodeling.com
0% FINANCING AVAILABLE!
Lifestyle Remodeling
LCP#88066000

RECEIVE
**MONTHLY
PAYMENTS**
FOR
**24 MONTHS
OR LESS**
AT
**5.75%
APR**
**EVERY INVESTMENT
IS BACKED BY A
MAJOR
INSURANCE
COMPANY!**
INFO BY U.S. MAIL TOLL-FREE!
866 570 0390
APPROVED FOR **IRA FUNDS!**
THESE NOTES HAVE NOT BEEN REGISTERED UNDER
THE SECURITIES ACT OF 1933, AS AMENDED, AND,
THE NOTES IN THE OFFERING OF WHICH THESE
NOTES ARE A PART, MAY NOT BE RESOLD OR
TRANSFERRED WITHOUT THE WRITTEN PERMISSION
OF THE CORPORATION. THESE NOTES ARE NOT
MEANT TO HAVE AN ALTERNATIVE MARKET
OUTSIDE THE CORPORATION, AND ARE INTENDED
SOLELY TO PROFIT THE ORIGINAL ACCREDITED
INVESTORS AND/OR THEIR BENEFICIARIES. THIS
LIMITED OFFERING IS SOLD ON EXEMPTION FOR
ACCREDITED INVESTORS.
ASSURED FINANCIAL GROUP, LLC

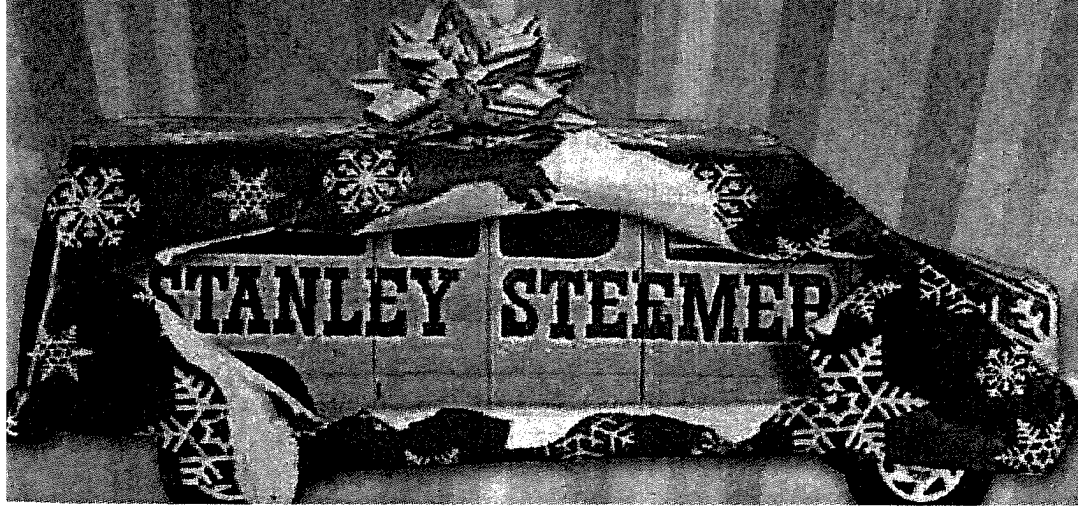
es can come TRUE

STANLEY STEEMER
NADCA
FL#CAC1816408

EXHIBIT 24

From: Irwin Ager <irwinager@aol.com>
Sent: Wednesday, December 07, 2011 12:40 AM
To: dtroiter@aol.com; ajb_tampa@yahoo.com; burn548@bellsouth.net; jparker4468@yahoo.com; esimon1943@aol.com
Subject: Leads and Info

Hey Guys,

I want to apologize for all the confusion with the leads. When we ran the first ads, we thought we would automatically know to whom to disperse them. Unfortunately, when the overwhelming number of leads came in, there were many from cities that we never heard of and we did not know to whom they should be given. Also, unfortunately, we ran ads for all you guys at the same time, which also now, seems like a big mistake. Although Eric and I have been in the sales business for 50 years, we were always working for ourselves, getting our own leads, and keeping track of our own leads. This is a brand new business - and a brand new form - and a lot more involved!

Consequently, we now had to find a way to keep track of **everyone's** leads.

Plus, very shortly down the road, we will be need to be putting more sales people on in areas that are not already claimed. Everywhere.

Fortunately, in her research, Treza found and decided on "SalesForce.com". I know, too well - NONE of us WANT to do it, but it has to be done. I'm sorry, I'm the first in line to bitch about having to learn something new, especially on the computer! But, I DO know she is right, from many other sources. The fact is - we should soon have SO much money coming in, from SO MANY leads we REALLY are going to be happy she has insisted on this.

As Treza now says, this program is absolutely brilliant, but just extremely complicated for her to set up and install - so that it can be simple for us. She has been working 12 to 17 hours a day, every day, just to accomplish installing and setting up the program. This has set us about 2 weeks behind in dispersing leads. She told me tonight that she is far enough along with the program to again start sending you leads. As you know, we have not run any additional ads until we are caught up with these. Everything you have received so far has been coming backwards, as she sent it out with the most recent arriving to you FIRST, and the older leads, the 16% brochure folks - with whom we had such bad response making appointments, not yet sent out to you. I think we will just re-send them all relatively soon.

All I can tell you is, when you call leads from now on, the first thing to tell people is, *"You are sorry that it has taken so long to call, but we have been absolutely swamped and are now just catching up"*. If anyone tells you that they do not recall receiving information from Tri-Med, you can tell them that we will resend the information and call them in a week or so. Just keep a running list and send the information to Treza, (they go out twice a week) and tell her to resend the information letters. Just do your part, and try to help if she asks, please. I promise it will be worth it.

This may be the most successful investment program you have ever been involved in. We are sure now. ***I am sure now.***

I actually sold a woman today when she asked me to call her "Financial Advisor" and explain the program to her (the Financial Advisor). After explaining the program to the FA, the FA said, ***"I will call my client right now and tell her this is a wonderful opportunity. My client has money in a savings account that is earning less than 1%"***.

Five minutes later the prospect called me to arrange for a closing, which will be tomorrow. I am experiencing the fact that we have a much wider range of eligible prospects than we had in the Viatical Business. Younger people are actually easier to sell because they are not as skeptical. Madoff and Rothstein have imbedded mistrust in everyone's mind. The only way that you can convince people today is with "the safety of this investment" The absolute magical words are; (Which technically you cannot say!) **"This is an insured investment"**.

SO - Although technically, it is not, telling people that their principle is going to be paid by **"A Major Insurance Company"** *is exactly what they want to hear!*
They absolutely DO NOT want to hear that "TriMed" owes them the money.

If you have their attention at this point, the follow up statement is, ***"If you have 5 or 10 minutes I will be happy to come by and show you the documents confirming the safety of this investment."*** To be honest, we have only had luck so far, making our own leads, with this hook. ***"Just 5 minutes. I'll just stop by and SHOW you. I KNOW it is too hard to***

believe! Just let me show you the documents." Treza has sent you all more today or yesterday, and is working to send you more.

You need to remember - **Trust is the key element of success.** You need to show them the documents to convince them. She is working to get more.

I can also tell you, that unlike viaticals, we now have an investment that will **absolutely** have **referrals and reinvestments** all over it! Before, in Viaticals, the big drawback was - people will have to wait until someone dies, sometimes 10 years later than the doctors who wrote the medical opinion, thought. NOW - ninety-nine (99%) percent of your clients are going to have their principle and profit returned to them in LESS THAN 24 MONTHS! Whew!
Treza's right. We need every bit of information at hand to RE-CLOSE them, it'll very soon be MORE IMPORTANT than the Initial Sale!

The reinvestments are going to be guaranteed! That will make you more money than any ad.

As I told you at our first meeting, with one program I was selling, it took **eleven appointments** to finally close **one**. Then I closed at a successful rate of 85%. That's over 3 out of four. Now that I have already closed, and I know tomorrow will be the third, I feel extremely confident now. The presentation is flowing smoothly.

Again, we absolutely KNOW that this program is legitimate and true. Yes, I am sorry the start up has taken longer to organize than we had anticipated. BUT - You guys are on the ground floor of the best thing you have ever sold! This should be simply amazing when we get it worked out, and we are nearly there. We are getting very good response from the new 8% Cover Letter.

We are still waiting for Jeremy to give us a definite day next week to have our second meeting.
It is looking like it will be Tuesday now. I hope that will work for all.

We are insisting that someone from Marlowe McNabb, Broad and Cassell, Hacker, Johnson, Smith, and even possibly JLB accounting, will be there for us all to meet.
Lastly, Treza will be giving you guys instructions on how to get involved with Sales Force and to maximize your leads.

I am available all the time for advice. Call me direct on my cell, 407-335-0171.
Good luck.
Irwin

EXHIBIT 25

WHY TAKE LESS?

TODAY, A 24 MONTH CD PAYS ABOUT

1.5% APR

TODAY, OUR 24 MONTH PLAN PAYS YOU,



8% APR

Paid Monthly!

\$10,000 Minimum Required



**& EVERY DOLLAR
IS BACKED BY A
MAJOR INSURANCE COMPANY!**

WITHOUT THE RISKS OF:
MORTGAGES, TRUST DEEDS, ANNUITIES OR VIATICALS!

FOR A FREE, *No Obligation* BROCHURE
CALL Today! Our TOLL FREE BROCHURE LINE:

1-866-570-0390

THIS IS A LIMITED OFFERING.

EXHIBIT 26



Better Business Bureau
Start With Trust

In West Florida

Businesses Charities News All
Search for Businesses

GET TO KNOW US

GET INVOLVED

GET CONSUMER HELP

PROGRAMS & SERVICES

FOR BUSINESSES

BBB BUSINESS REVIEW

Is this your Business?

THIS BUSINESS IS NOT BBB ACCREDITED

Tri-Med Corporation

(866) 570-0390

View Additional Phone Numbers
34931 US Highway 19 N Ste 104, Palm Harbor, FL 34684-1901
http://www.trimedcorp.com

No Rating
On a scale of A+ to F
Reason for Rating
BBB Ratings System Overview

BBB Business Reviews may not be reproduced for sales or promotional purposes.

Description

This company works with Florida Hospitals and surgical clinics that put together investment programs that allow people to invest their money.

BBB Accreditation

Tri-Med Corporation is not BBB Accredited.

Businesses are under no obligation to seek BBB accreditation, and some businesses are not accredited because they have not sought BBB accreditation.

To be accredited by BBB, a business must apply for accreditation and BBB must determine that the business meets BBB accreditation standards, which include a commitment to make a good faith effort to resolve any consumer complaints. BBB Accredited Businesses

must pay a fee for accreditation review/monitoring and for support of BBB services to the public.

Reason for Rating

BBB rating is based on 16 factors. Get the details about the factors considered.

This business has no rating at this time.

Customer Complaints Summary

0 complaints closed with BBB in last 3 years | 0 closed in last 12 months

Complaint Type	Total Closed Complaints
Advertising / Sales Issues	0
Billing / Collection Issues	0
Problems with Product / Service	0
Delivery Issues	0
Guarantee / Warranty Issues	0
Total Closed Complaints	0

Government Actions

BBB knows of no significant government actions involving Tri-Med Corporation.

What government actions does BBB report on?

Advertising Review

BBB has nothing to report concerning Tri-Med Corporation's advertising at this time.

What is BBB Advertising Review?

Additional Information

BBB file opened: 11/14/2011
Business started: 10/13/2011

Licensing

This company is in an industry that may require licensing, bonding or registration in order to lawfully do business. BBB encourages you to check with the appropriate agency to be certain any requirements are currently being met.

Type of Entity

Corporation

Incorporated: October 2011, FL

Contact Information

Principal: Mr. Jeremy J. Anderson (President)
Customer Contact: Mr. Eric Ager (Regional Manager)
Mr. Anthony N Nicholas Jr (Director/Sec/Treas)
Mr. Anthony N Nicholas III (Vice President)

Business Category

Finance Companies, Investment Management

Industry Tips

Financial Aid for College
High Cost Payday Lenders Advertise Everywhere
Home Buyers: Protect Yourself from Predatory Lenders
Phony Grant Foundations Target Business Owners
Zero-Percent Financing Deals Not Always the Best Deal



[Contact](#)

[Terms of Use](#)

[Trademarks](#)

[Privacy Policy](#)

[Fight Phishing](#)

© 2014 BBB of West Florida

Anthony Nicholas III is Vice President

Mr. Nicholas is in charge of coordinating monthly interest payments to investors.

Marlowe McNabb Law Firm of Tampa, Florida

Is the attorney in charge of receiving and maintaining investor funds **in trust**, and ultimately paying healthcare providers.

Langfred W. White, Esq., Law Office in Clearwater, Florida is in charge of disbursing collected funds from insurance companies to investors.

National Attorney: Stoel Rivas Law Firm, Seattle, Washington Stoel Rivas prepares Tri-Med documents for operations in other states.

CPA Firm: Kingery & Crouse of Tampa, Florida

Just to clarify the procedure, an attorney (Marlowe McNabb) holds investor funds in a Trust Account, and, when directed, will pay medical bills directly to the healthcare providers, receiving an assignment of lien. That lien is then re-assigned to the investor whose money was used to pay said bill.

As further protection, when the insurance company pays off a medical claim to the victim's attorney, those funds will then go to the law firm of Langfred White and, they in turn will disburse those funds to the investor which repays the investors principal.

Tri-Med has taken extraordinary precautions to protect investor funds from beginning to end.

Please note: Interest rates can change without notice on a day to day basis. Once an investment is completed and the three day rescission has expired the prevailing rate will apply to the full term of the investment.

2012 INVESTOR NEWSLETTER



Dear Investor,

Happy Holidays from all of us here at Tri-Med!
We hope this Newsletter finds you and yours
happy and healthy this festive season.

Here at Tri-Med, we are growing better and faster than we ever could have imagined. We are working hard on going "national" now, and are very involved with all the work and the growing pains that are involved in such a large change. Every state has their own rules and regulations; and we want to be certain, as always, that our first priority remains assuring that every investor involved is safe and happy with their investments.

Here in Florida, a few of you have gotten, or may yet receive, a questionnaire from the Florida Office of Financial Affairs. Please be assured, there is nothing wrong, nothing is amiss, and your investment is as safe as ever. It looks rather frightening, and we do not want you to be alarmed if you get one. While you are more than welcome to answer it, it is **not** required, it is **not** any type of summons, and so far most folks simply have chosen to toss it. If you have any question, your representative is always available to talk with you. You may have noticed your checks are now coming from Wells Fargo Bank. The complaint to the FOFA apparently stemmed from our pulling all of Tri-Med's many accounts from the Bank of America. With the government's billion dollar fraud suits looming against them, we simply did not feel their business was continuing to be safe enough to be involved with our business.

Going "national", there may be a few changes coming in the next year. Our forms will probably change, some little things will change. We will keep you apprised as they happen. We will probably be sending you extra investment information. We now retain a new nationwide law firm with over 400 attorneys across the country. We have lots of lawyers in lots of states, that equals lots of safety checks from lots of folks, but that's okay with us! Essentially, for you though, everything will remain the same.

Let us know if you have any questions. You know you can call your own representative anytime. Our rate for New Investors is currently at ***4.50%** as you are probably aware; but if you have folks visiting with you over the holidays, your rep **may** be able to get them in at **your rate*** under our "**Friends and Family**" Employee Program before the end of the 2012 Calendar Year. Give your rep a call if you are interested. (*They would still have to have a Florida address.*) This will likely be the only time we can offer this.

All of us here at Tri-Med thank you for your business and support, and would like to wish you and yours a very happy, very healthy and very prosperous 2013!

***NOTE:** The new **4.50%** rate does not affect you. **Your Rate** for any new investments which **you** make will continue to remain the same as the rate of your initial investment.

TRIMED, WHERE INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY.

EXHIBIT 27



TRIMED CORPORATION

34931 US HIGHWAY 19 N., SUITE #104

PALM HARBOR, FL 34684

Phone: (727) 953-8222

WWW.TRIMEDCORP.COM

Thank you for inquiring about our offer.

If you want safety in your investment, but know that today a CD only pays about 1% APR, how about one that is currently paying 6.5%? An investment where a **major Insurance Company** not only backs your investment, but also repays your principal?

TriMed Corporation, a State of Florida licensed Corporation, represents a group of Major Hospitals (list enclosed), affiliated physicians, and surgeons, and offers an investment program that is considered safe enough, even for the most conservative of investors.

If you have a minimum of \$10,000 and it is not earning a:

6.5% APR Return!

With your Interest Paid Monthly!

Then, you can be losing literally hundreds, to thousands of dollars per year. FOR EXAMPLE: a \$10,000 CD pays about \$100 per year. A \$10,000 CL pays \$650 per year. A \$100,000 CD pays about \$1,000 per year, where CL pays you a full \$6500 per year!

Working with large hospitals, surgeons, and doctors; along with attorneys, CPAs and a \$500,000.00 Bank of America Letter of Credit, every possible precaution has been taken to ensure the complete protection of your money in this investment. We can show you the evidence of the care taken throughout every step of this investment.

THERE IS NOT A CD IN AMERICA THAT PAYS 6.5%!

Now, there is

No Reason to Take Less!

NOW APPROVED FOR IRA FUNDS!

Just call your local Representative, **George Roe**, directly at 941-404-8677. For the additional information you need, with no obligation, to make your best informed decision

With sincere thanks for your interest,

TriMed and its participating Hospitals, Physicians, and Surgeons.

Limited offer 3/7/2012

TRIMED, WHERE INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY



TRIMED'S PARTICIPATING HOSPITALS

JUST A FEW OF OUR PARTICIPATING HOSPITALS:

SARASOTA MEMORIAL HOSPITAL

BLAKE MEDICAL CENTER OF BRADENTON

NORTHSIDE HOSPITAL AND HEART INSTITUTE

ST. VINCENT'S HOSPITAL, JACKSONVILLE

LAKELAND REGIONAL MEDICAL CENTER

NORTH FLORIDA REGIONAL MEDICAL CENTER

MEMORIAL HOSPITAL OF TAMPA

PALMS OF PASADENA HOSPITAL, ST PETERSBURG

TOWN AND COUNTRY HOSPITAL, AND MANY MORE...

**PLEASE UNDERSTAND: WE ARE NOT ALLOWED AT ANY TIME TO
RELEASE OR COMPROMISE THE INDIVIDUAL NAMES OF OUR MANY
PARTICIPATING PHYSICIANS AND SURGEONS, AS WE MUST ALWAYS
ENSURE COMPLIANCE & SECURITY WITH THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).**

TRIMED, WHERE INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY.

EXHIBIT 28

PROMISSORY NOTE


Amount: \$500,000.00

Effective Date: January 14, 2013

Location: Tampa, Florida

WHEREAS, Tri-Med Corporation, a Florida corporation or its successors and assigns (the "Payee") has advanced Visum Management, LLC, a Florida limited liability company having an address at ~~500 N. Westshore Blvd. Ste 1005 Tampa, FL 33609~~ ^{TA-1015 33609} GP13 Enterprises, PLLC, a Florida limited liability company having an address as ~~same~~; Wellness Worx Center, PLLC, a Florida professional limited liability company having an address at ~~same~~; Spino Injury Physicians, LLC, a Florida limited liability company having an address at ~~same~~; EKG Consulting, PLLC, a Florida professional limited liability company having an address at ~~same~~; (collectively referred to herein as the "Maker"), an amount equal to Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) with the understanding that each Maker would subsequently execute this promissory note (this "Note") and a security agreement, in the form attached hereto as Exhibit A (each, a "Security Agreement"), securing all of the obligations under this Note, in favor of the Payee; and

WHEREAS, the Maker desires to receive up to an additional One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) from Payee and Payee is willing to advance up to such amount provided that each Maker execute this Note and a Security Agreement;

NOW THEREFORE, FOR VALUE RECEIVED, each undersigned Maker, jointly and severally, promises to pay to Tri-Med Corporation, (the "Payee") or order at 3905 Tampa Road # 2304, Oldsmar, FL 34677 or at such other place as may be designated in writing by the holder of this Note, the principal amount of up to Three Hundred Ninety Thousand and No/100 Dollars (\$390,000.00), together with interest on the unpaid principal balance thereof outstanding from time to time, at the rate of ten percent (10.00%) per annum, payable as follows: (a) interest only payments on the outstanding principal balance shall commence on May 13, 2013 and thereafter, shall be due and payable on the 13th day of July, October, January and April of each year until the entire principal amount, plus all accrued and unpaid interest, is paid in full. If not paid earlier, the entire principal balance, plus all accrued, but unpaid interest and any other sums accruing pursuant hereto (the "Obligations") shall be due and payable in a balloon payment on January 13, 2015. Maker hereby directs Payee to advance the remaining Forty Thousand and No/100 (\$40,000), hereunder, which shall be used for payroll, directly to ADP within twenty-four hours of Payee's receipt of: (a) this duly executed Note, and (b) receipt of ADP's wire instructions. 

The entire principal sum, together with accrued interest may be prepaid at any time without premium or penalty, provided that any such prepayment of principal shall be applied first to any costs of collection, second to any late charges, third to accrued interest due on this Note and lastly to installments of principal. If any payment received by Payee under this Note is rescinded, avoided or for any reason returned by Lender because of any adverse claim or

threatened action; the returned payment shall remain payable as though such payment had not been made.

The Obligations hereunder are secured by a Security Agreement, entered on even date herewith, entered by each Maker in favor of the Payee. The holder of this Note is entitled to the benefits of each such Security Agreement and may enforce the agreements and covenants of the Maker contained therein and exercise remedies provided for thereby or otherwise available in respect thereof.

It shall be a default (each, a "Default") under this Note if: (a) any principal, interest or other amount of money due under this Note is not paid in full when due; (ii) a default occurs under this Security Agreement, or (iii) the commencement of any bankruptcy or insolvency proceeding by or against Maker. In addition to all other rights contained in this Note, at any time while a Default is continuing, the outstanding principal balance under this Note shall accrue interest at a rate of Eighteen Percent (18%) per annum.

If a Default occurs under this Note and is continuing, or upon the happening of any other event whereby, according to the terms of the Security Agreement or any other instrument securing payment of this Note, the time of payment of this Note may be affected, then the holder may: (a) declare the unpaid principal balance, together with interest accrued thereon, shall at once or at any time thereafter, at the option of the holder, become due and payable without notice or demand, (b) may foreclose its security interest or lien against the collateral described in the Security Agreement, (iii) accelerate the maturity of this Note, (iv) set off any amounts due and payable hereunder against any obligations now or hereafter owed by Payee to Maker, and/or (v) exercise any other rights and remedies as provided under this Note and/or the Security Agreement, or as provided by law or equity.

Maker shall pay all of Payee's reasonable expenses actually incurred to enforce or collect any amounts due under this Note and any of the Obligations including, without limitation, reasonable arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any trial, arbitration or administrative proceeding or in any appellate or bankruptcy proceeding. All fees and expenses shall accrue interest thereon, after demand for payment, at a rate of Eighteen Percent (18%) per annum.

If at any time the effective interest rate or other charges under this Note would, but for this paragraph, exceed the maximum lawful rate allowed by the State of Florida, the effective interest rate or other charges under this Note shall be the maximum lawful rate and any amount received by the Payee in excess of such rate shall be automatically credited against and in reduction of the principal balance, fees and expenses in accordance with the terms and conditions of this Note, or if no such amounts are owing, shall be paid by the holder to the Maker.

Maker warrants that the loan evidenced hereby is being made solely for commercial purposes.

Maker and all endorsers, sureties and guarantors hereof jointly and severally waive presentment for payment, demand, notice of protest and protest of this Note, except as herein

stated, and all other notices in connection with the delivery, acceptance, performance, default or enforcement of the payment of this Note and they agree that the liability of each of them shall be unconditional without regard to the liability of any other party and shall not be in any manner affected by any indulgence, extension of time, renewal, waiver, or modification granted or consented to by Payee; and the Maker and all endorsers, sureties, and guarantors hereof, consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by the Payee with respect to the payment or other provisions of this Note and to the release of any collateral or any part thereof securing this Note, with or without substitution and agree that additional makers, endorsers, guarantors, or sureties may become parties hereto without notice to them or affecting their liability hereunder.

Payee shall not by any act or omission be deemed to waive any of their rights or remedies hereunder unless such waiver be in writing and signed by Payee and then only to the extent specifically set forth therein; a waiver in one event shall not be construed as constituting or as a bar to or a waiver of such right or remedy on a subsequent event.

Maker shall pay the cost of any revenue, tax or other stamps now or hereafter required by law at any time to be affixed to this Note and each Security Agreement; and if any taxes be imposed with respect to debt secured by any Security Agreement or with respect to notes evidencing debts so secured, Maker agrees to pay the Holder hereof, upon demand, the amount of such taxes and hereby waive any contrary provision or laws or rules or court now or hereafter in effect.

The word "Payee" and "Maker" whenever occurring herein shall be deemed and construed to include the respective heirs, personal representatives, successors and assigns of the Payee and Maker. The foregoing sentence shall not be construed to permit Maker to assign its obligations hereunder without the prior written consent of Payee.

If there shall be more than one (1) Maker, the obligation of each shall be joint and several. The construction, performance and enforcement of the Note shall be governed by the laws of the State of Florida (without regard to its conflict of law principles) and MAKER HEREBY CONSENTS AND SUBMITS (AND WAIVES ALL RIGHT TO OBJECT) TO THE NON-EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT SITTING IN TAMPA, FLORIDA.

MAKER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY MATTER DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS NOTE.

This Note together with the Security Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and replaces and supersedes any and all prior oral or written agreements, representations and discussions related to such subject matter.

This Note may only be amended or modified in a writing signed by the party against which enforcement is sought. In no event shall any oral agreements, promises, actions, inactions, knowledge, course of conduct, course of dealing or the like be effective to amend or

modify this Note. The Debtor may not assign this Agreement or any duties, rights, interests or obligations hereunder without the prior written approval of the Secured Party and any such assignment or transfer without such consent shall be void.

Time is of the essence with respect to Maker's obligations under this Note.

Each individual executing this Promissory Note on behalf of a PLLC, or an LLC, has full power and authority to execute this Promissory Note.


This Note may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Note and all of which, when taken together, will be deemed to constitute one and the same agreement.

EXECUTED, as a sealed instrument, to be effective as of the day and the year first above written.

MAKER

Visum Management, LLC by EKG Consulting, PLLC; and GP13 Enterprises, PLLC

Date: 4-23-13

By: 
Eric Groteke, Sole Managing Member
GP13 Enterprises, PLLC

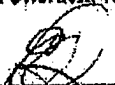
Date: 4-23-13

By: 
Glen Pettersen, Sole Managing Member
Wellness Worx Center, PLLC


Date: 4-23-13

By: 
Glen Pettersen, Manager

Date: 4-23-13

By: 
Eric Groteke, Manager
Spine Injury Physicians, LLC

Date: 4-23-13

By: 
Eric Groteke, Manager
EKG Consulting, PLLC

Date: 4-23-13


By: 
Eric Groteke, Sole Managing Member

EXHIBIT 29

MIAMI TOWER
SUITE 1200
100 SOUTHEAST 2ND STREET
MIAMI, FLORIDA 33131-2158
305 347 4040
305 347 4050 FAX

**LASH &
GOLDBERG** LLP
ATTORNEYS AT LAW

www.lashgoldberg.com

Sender's E-Mail: MGoldberg@lashgoldberg.com
REPLY TO MIAMI OFFICE

WESTON CORPORATE CENTRE II
SUITE 305
2700 SOUTH COMMERCE PARKWAY
WESTON, FLORIDA 33331
954 384 2500
954 384 2510 FAX

January 10, 2014

Via Process Server and Federal Express

Jeremy Anderson
Anthony Nicholas
Tri-Med Corporation
34931 US Hwy 19 N., Suite 104
Palm Harbor, Florida 34684

Marlowe, McNabb P.A.
Registered Agent of Tri-Med Corporation
1560 W. Cleveland
Tampa, Florida 33606

Re: Tri-Med Corporation Marketing Materials and Associated Violations of Law

Dear Mr. Anderson and Mr. Nicholas:

This letter is to place Tri-Med Corporation, including its corporate affiliates and individual executives (collectively "Tri-Med"), on notice that its marketing practices are violative of the rights of Blake Medical Center, Northside Hospital and Heart Institute, North Florida Regional Medical Center, Memorial Hospital of Tampa, Palms of Pasadena Hospital, St. Petersburg General Hospital and Town and Country Hospital (collectively the "Hospitals"). This law firm represents the Hospitals with regard to the above referenced matter.

Tri-Med holds itself out to the public as being in "the sole business of paying hospitals and surgery centers cash for their accounts receivables from insurance companies." See www.tri-medassociatesinc.com. We have recently received marketing materials that list Tri-Med's purported participating hospitals, surgery centers and physicians. Indeed, these marketing materials list the Hospitals as participating facilities. See Composite Exhibit A, attached hereto.

These materials and the company's conduct violate the law. First, Tri-Med is using the Hospitals' names in its advertisements without the Hospitals' permission. Second, the advertisements represent that the Hospitals are participants in Tri-Med's services. However, the Hospitals, in fact, have no business relationship with Tri-Med. Third, by falsely utilizing the Hospitals in its marketing efforts, Tri-Med is attempting to attract new customers by portraying that the Hospitals endorse, sponsor or are otherwise affiliated with Tri-Med.

**TRUE COPY
SERVED**

DATE: 1/13/14
TIME: 1:30 PM
BY: W
28096
CERTIFIED SHERIFF
APPOINTED PROCESS
SERVER
6 CIRCUIT

Tri-Med Corporation
January 10, 2014
Page 2

Tri-Med's representations are deceptive and false. The company is unjustly benefiting from the Hospitals' good will and reputation. Such conduct is damaging to the public and the Hospitals. These facts evidence Tri-Med's numerous violations of the law including and without limitation the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §501.201, the Lanham Act, 15 U.S.C. 1125(a), common law unfair competition and unjust enrichment.

The Hospitals hereby demand that Tri-Med immediately cease and desist from use of any and all marketing materials or other representations that the Hospitals participate, sponsor, endorse or are otherwise affiliated with Tri-Med. Further, the Hospitals request that Tri-Med provide evidence and confirmation that it has ceased all misleading and violative activities by January 17, 2014.

Also by January 17, 2014, the Hospitals demand that Tri-Med provide a complete explanation to the undersigned of Tri-Med's conduct to date relating to its use of marketing materials that reference the Hospitals. The Hospitals will consider Tri-Med's response, or lack thereof, in determining how to proceed to redress the damage caused by Tri-Med's conduct.

Of course, this letter is written without limitation or waiver of the Hospitals' rights and remedies at law and in equity, all of which are expressly reserved. Thank you in advance for your prompt attention to this serious matter.

Very truly yours,

LASH & GOLDBERG LLP



Martin B. Goldberg

Enclosures

cc: Blake Medical Center
Northside Hospital and Heart Institute
North Florida Regional Medical Center
Memorial Hospital of Tampa
Palms of Pasadena Hospital
St. Petersburg General Hospital
Town and Country Hospital

MIAMI TOWER
SUITE 1200
100 SOUTHEAST 2ND STREET
MIAMI, FLORIDA 33131-2158
305 347 4040 • 305 347 4050 FAX

LASH & GOLDBERG LLP
ATTORNEYS AT LAW
www.lashgoldberg.com

WESTON CORPORATE CENTRE II
SUITE 305
2700 SOUTH COMMERCE PARKWAY
WESTON, FLORIDA 33331
954 384 2500 • 954 384 2510 FAX

**Letter to Tri-Med Corporation
January 10, 2014**

COMPOSITE EXHIBIT A

TRIMED'S

PARTICIPATING

HOSPITALS AND SURGERY CENTERS

Blake Medical center of Bradenton	Town and Country Hospital
Northside Hospital and Heart Institute	Boca Raton Surgery Center
St. Vincent's Hospital, Jacksonville	Eastern Coast Surgery Center, Ft. Walton Beach
Lakeland Regional Medical Center	Medical Partners Surgery Center, Jacksonville
North Florida Regional Medical Center	Elkus Surgery Center, Lincanto
Memorial Hospital of Tampa	Melbourne Surgery Center
Palms of Pasadena Hospital, St Petersburg	Orlando center for Surgery
	Indian River Surgery Center
	Physician's Surgical Care Center, Winter park

PLEASE UNDERSTAND: We are not allowed at any time to release or compromise the individual names of our many participating physicians and surgeons, as we must always ensure compliance & security with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

4/25/2012

TRIMED'S PARTICIPATING HOSPITALS

JUST A FEW OF OUR PARTICIPATING HOSPITALS:

SARASOTA MEMORIAL HOSPITAL

BLAKE MEDICAL CENTER OF BRADENTON

NORTHSIDE HOSPITAL AND HEART INSTITUTE

ST. VINCENT'S HOSPITAL, JACKSONVILLE

LAKELAND REGIONAL MEDICAL CENTER

NORTH FLORIDA REGIONAL MEDICAL CENTER

MEMORIAL HOSPITAL OF TAMPA

PALMS OF PASADENA HOSPITAL, ST PETERSBURG

TOWN AND COUNTRY HOSPITAL, AND MANY MORE...

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PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA).**

TRIMED, WHERE INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY.

**COMPOSITE
EXHIBIT 30**



TRIMED CORPORATION

34931 US HIGHWAY 19 N., SUITE #104
PALM HARBOR, FL 34684
Phone: (727) 953-8222
WWW.TRIMEDCORP.COM

[REDACTED]
Tampa, FL 33611

August 7, 2012

Dear Mr. & Mrs. [REDACTED]

Thank you for your recent deposit of **\$20,000.00** into the TriMed Investment Program. We appreciate the confidence you have placed in your Financial Professional and their recommendation of TriMed.

Your funds have been placed in an FDIC insured Trust Account under the control and direction of one of Florida's most respected law firms, Marlowe McNabb P.A., 1560 West Cleveland Street, Tampa, Florida 33606.

Within approximately sixty to ninety days, the physician's lien on the insurance company proceeds will be reassigned to you. Your financial professional will deliver a Lien Certificate detailing the amount due and insurance company responsible. **Please keep the certificate in a safe place, as it must be returned upon maturity.**

As promised you will receive your first interest check on **September 1, 2012**, and on the 1st day of each month thereafter, until the case has settled and your principle is returned in full.

Once again, thank you for the opportunity to serve you and assist in achieving your financial objectives.

Best Regards,

Jeremy K. Anderson
President and Chief Executive Officer
TriMed Corporation

TRIMED, WHERE INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY

2/21/2012



TRI-MED CORPORATION

34931 US HIGHWAY 19 N., SUITE #104
PALM HARBOR, FL 34684
Phone: (727) 953-8222



May 30, 2013

Dear 

Thank you for your recent deposit of **\$30,000.00** into the Tri-Med Investment Program. We appreciate the confidence you have placed in your Financial Professional and their recommendation of Tri-Med.

Your funds have been placed in an FDIC insured Trust Account under the control and direction of one of Florida's most respected law firms, Marlowe McNabb P.A., 1560 West Cleveland Street, Tampa, Florida 33606.

Within approximately sixty to ninety days, the physician's lien on the insurance company proceeds will be reassigned to you. Your financial professional will deliver a Lien Certificate detailing the amount due and insurance company responsible. **Please keep the certificate in a safe place, as it must be returned upon maturity.**

As promised you will receive your first interest check on **July 1, 2013**, and on the 1st day of each month thereafter, until the case has settled and your principle is returned in full.

Once again, thank you for the opportunity to serve you and assist in achieving your financial objectives.

Best Regards,

Jeremy K. Anderson
President and Chief Executive Officer
Tri-Med Corporation

TRI-MED, WHERE INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY

2/21/2012

TRI-MED-INV-002430



TRI-MED CORPORATION

34931 US HIGHWAY 19 N., SUITE #104
PALM HARBOR, FL 34684
Phone: (727) 953-8222

[REDACTED]

May 21, 2013

Dear [REDACTED]

Thank you for your recent deposit of \$20,000.00 into the Tri-Med Investment Program. We appreciate the confidence you have placed in your Financial Professional and their recommendation of Tri-Med.

Your funds have been placed in an FDIC insured Trust Account under the control and direction of one of Florida's most respected law firms, Marlowe McNabb P.A., 1560 West Cleveland Street, Tampa, Florida 33606.

Within approximately sixty to ninety days, the physician's lien on the insurance company proceeds will be reassigned to you. Your financial professional will deliver a Lien Certificate detailing the amount due and insurance company responsible. **Please keep the certificate in a safe place, as it must be returned upon maturity.**

As promised you will receive your first interest check on **June 1, 2013**, and on the 1st day of each month thereafter, until the case has settled and your principle is returned in full.

Once again, thank you for the opportunity to serve you and assist in achieving your financial objectives.

Best Regards,

Jeremy K. Anderson
President and Chief Executive Officer
Tri-Med Corporation

TRI-MED, WHERE INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY

2/21/2012

TRI-MED-INV-002436

EXHIBIT 31

0766

MONTHLY INCOME AGREEMENT/RECEIPT

THIS AGREEMENT, made and executed this 28th day of May, 20 13, by and between Tri-Med CORPORATION (hereinafter known as Tri-Med), and the following Person(s) or Trust (hereinafter known as the Investor[s]).

Primary Investor: [Redacted] SS#: [Redacted]

*Co-Investor: [Redacted] *SS#: [Redacted]

* Only if applicable:

Address: [Redacted]

City/State/Zip: Lecanto, FL 34461 Phone: [Redacted]

*Trust Title: [Redacted]

* Only if applicable:

*Trustee: [Redacted]

* Only if applicable:

OR-

Primary Beneficiary: [Redacted] Relationship: father

Address: [Redacted] Lecanto FL 34461 Phone: [Redacted]

Co-Beneficiary: [Redacted] Relationship: [Redacted]

* Only if applicable:

Address: [Redacted] Phone: [Redacted]

AMOUNT INVESTED:

\$ 30,000 U.S. Dollars. Tri-Med promises to

pay \$ 143.76 ** which equals 5.75 % APR, on the first of June

and on the first of each succeeding month, to either a [] Direct Deposit or [X] a Check by Mail, until this Investment, hereby referred to as:

"Agreement # 0766", dated 5 / 28 / 13, is returned to the Investor.

NOTE: The Monthly Check** will be proportionally reduced upon any/all partial returns of investor principal until principal is paid in full, or the related 24 month investment period ends in accordance with the attached Terms and Conditions.

ATTENTION: For Direct Deposit, an E-mail address and a VOIDED Check or Deposit Slip must also be included.

NOTICE: Any/all Re-Investments shall be honored at the current rate which equals ** 5.75 % APR.

Investor Initials: agg *Co-Investor Initials: [Redacted]

* Only if applicable

TERMS AND CONDITIONS:

INVESTMENT FUNDS will in part pay one or more current surgical bills from one or more participating Hospitals or Surgical Centers. Until invested, that portion of those funds will be held in an FDIC Insured Attorney Trust Account to be controlled solely by the Marlowe McNabb Law Firm of Tampa, Florida. The remaining portion of the investment funds will be used to establish the monthly payment accounts and to pay other administrative expenses. Simultaneously upon the payment of a surgical bill with said investment funds; that Hospital or Surgical Center will assign to Tri-Med their Letter of Protection (LOP), which assures payment from the responsible Insurance Company. Tri-Med will then issue a Certificate of Lien (LOP) solely in the name of the Investor. An Investor may have their investment purchase several surgical bills, and may receive several liens which shall always total the exact amount invested. Tri-Med will hold these LOPs until the personal injury case in connection with which these LOPs were issued is settled and payment is made to Tri-Med from the settlement for the medical services. Tri-Med is solely responsible for negotiating amounts to be paid for LOPs.

INVESTOR ACKNOWLEDGES that Tri-Med reasonably believes the Investor is purchasing only for personal investment, has no information to the contrary, and is relying on the representations of said investor whose name appears upon these documents.

NOTICE: Tri-Med Corporation has established an account at Wells Fargo Bank, and has there on deposit \$500,000.00, as a form of collateral, to be used solely in the known following risks associated with this investment:

1. If a case should take longer than twenty-four (24) months to settle, the Investor has two Options:
 - #A. To continue to receive monthly payments (on the remaining balance of principal due) until the case is settled and said Investor is paid in full. OR,
 - #B. The Investor has the option to request a full return of the balance of investment monies which will be immediately honored and paid within 72 hours after Tri-Med receives Investor's written request.
2. If a case is settled for less than the amount of the LOP, Tri-Med agrees to fund any additional amount needed to equal the return of investor's original investment.
3. In the event a case is dropped, or lost in litigation, Tri-Med agrees to immediately replace Investor's current lien with an equivalent LOP. This pertains to "Litigation Privilege" and will, as is required by law, ensure the ability of the law to proceed unhampered by outside influences, at all times.

Note: Please be aware that there may be other risks that we are unaware of at this time.

Investor Initials: agj *Co-Investor Initials: _____
* Only if applicable

REPRESENTATIONS OF THE INVESTOR

IN CONNECTION with the Investor's investment pursuant to this Agreement, the Investor represents and warrants, which representations and warranties shall survive the termination of this agreement, as follows:

1. The Investor's principal residence or principal office, as the case may be, is located within the State of Florida.
2. The Investor is aware that no market may exist for the resale of any of the investment purchased under this Agreement.
3. The Investor is purchasing for investment and not for the distribution of any of the rights purchased under this Agreement.
4. The Investor recognizes that there are restrictions imposed by Tri-Med on any further distribution of this Agreement or the rights it grants.

THIS INVESTMENT HAS BEEN SUBMITTED TO THE STATE OF FLORIDA OFFICE OF FINANCIAL REGULATIONS AS AN EXEMPT SECURITY. THIS AGREEMENT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE FLORIDA SECURITIES ACT, AS AMENDED, AND THIS AGREEMENT MAY NOT BE ASSIGNED OR TRANSFERRED WITHOUT TRI-MED'S WRITTEN PERMISSION OF THE CORPORATION. THIS AGREEMENT IS NOT MEANT TO HAVE AN ALTERNATE SECONDARY MARKET OUTSIDE OF TRI-MED AND IS INTENDED SOLELY TO PROFIT THE ORIGINAL INVESTOR AS NAMED ABOVE OR THE INVESTOR'S BENEFICIARIES.

NOTE: Tri-Med Corporation allows a 3 day rescission of this investment simply by notifying the Tri-Med representative whose name is on the signature page of this 4 page document. By executing this agreement on this day, the investor acknowledges their right to speak further with an officer of Tri-Med today, and either have done so or have chosen not to do so, but also understands that an officer of Tri-Med is always available to speak to them upon request. Tri-Med will at all times honor and protect the confidentiality of the underlying patients, cases, and litigation status, in accordance with State and Federal Law.*

Investor Initials: ajg *Co-Investor Initials: _____
* Only if applicable

ENTIRE AGREEMENT

THIS AGREEMENT is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties. Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

Investor Signature: [Redacted] Date May / 28 / 2013
OR - TRUSTEE

*CO-Investor Signature: _____ Date _____ / _____ / _____
* Only if applicable

I HAVE received, reviewed and have in my possession a copy of the accompanying Tri-Med Memorandum.

Investor/Trustee Initial agj *Co-Investor Initial _____
* Only if applicable

Tri-Med Associates - Signature: [Signature] / Thomas Tyrbala

Tri-Med Associates - Name Print: Lisa Schager-Smith / Thomas Tyrbala

Agreement Dated 5 / 28 / 13

TRI-MED CORPORATION
34931 U.S. Highway 19
Suite 104
Palm Harbor, FL 34684
727 953 8222

NOTE: THIS CONSTITUTES PAGE 4 OF 4

TRI-MED, WHERE ALL INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY.



TRI-MED CORPORATION

34931 US HIGHWAY 19 N., SUITE #104
PALM HARBOR, FL 34684
Phone: (727) 953-8222

[REDACTED]

May 30, 2013

Dear [REDACTED]

Thank you for your recent deposit of **\$30,000.00** into the Tri-Med Investment Program. We appreciate the confidence you have placed in your Financial Professional and their recommendation of Tri-Med.

Your funds have been placed in an FDIC insured Trust Account under the control and direction of one of Florida's most respected law firms, Marlowe McNabb P.A., 1560 West Cleveland Street, Tampa, Florida 33606.

Within approximately sixty to ninety days, the physician's lien on the insurance company proceeds will be reassigned to you. Your financial professional will deliver a Lien Certificate detailing the amount due and insurance company responsible. **Please keep the certificate in a safe place, as it must be returned upon maturity.**

As promised you will receive your first interest check on **July 1, 2013**, and on the 1st day of each month thereafter, until the case has settled and your principle is returned in full.

Once again, thank you for the opportunity to serve you and assist in achieving your financial objectives.

Best Regards,

Jeremy K. Anderson
President and Chief Executive Officer
Tri-Med Corporation

TRI-MED, WHERE INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY

2/21/2012

TRI-MED-INV-002430

0764

MONTHLY INCOME AGREEMENT/RECEIPT

THIS AGREEMENT, made and executed this 16th day of May, 2013, by and between Tri-Med CORPORATION (hereinafter known as Tri-Med), and the following Person(s) or Trust (hereinafter known as the Investor[s]).

Primary Investor: [Redacted] SS#: [Redacted]

*Co-Investor: [Redacted] *SS#: [Redacted]

** Only if applicable:*
Address: [Redacted]

City/State/Zip: Lecanto, Fl. 34461 Phone: [Redacted]

*Trust Title: _____
** Only if applicable:*

*Trustee: _____
** Only if applicable:*

OR-
Primary Beneficiary: [Redacted] Relationship: Father

Address: [Redacted] Phone: [Redacted]

Co-Beneficiary: _____ Relationship: _____
** Only if applicable:*

Address: _____ Phone: _____

AMOUNT INVESTED:
\$ 20,000.00 U.S. Dollars. Tri-Med promises to

pay \$ 45.84 ** which equals 5.75 % APR, on the first of June

and on the first of each succeeding month, to either a [] Direct Deposit or [] a Check by Mail, until this Investment, hereby referred to as:

"Agreement # 0764", dated 5 / 16 / 2013, is returned to the Investor.

NOTE: The Monthly Check** will be proportionally reduced upon any/all partial returns of investor principal until principal is paid in full, or the related 24 month investment period ends in accordance with the attached Terms and Conditions.

ATTENTION: For Direct Deposit, an E-mail address and a VOIDED Check or Deposit Slip must also be included.

NOTICE: Any/all Re-Investments shall be honored at the current rate which equals ** 5.75 % APR.

Investor Initials: Agey *Co-Investor Initials: _____
** Only if applicable*

TRI-MED, WHERE ALL INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY.

Doc. # 0764

TERMS AND CONDITIONS:

INVESTMENT FUNDS will in part pay one or more current surgical bills from one or more participating Hospitals or Surgical Centers. Until invested, that portion of those funds will be held in an FDIC Insured Attorney Trust Account to be controlled solely by the Marlowe McNabb Law Firm of Tampa, Florida. The remaining portion of the investment funds will be used to establish the monthly payment accounts and to pay other administrative expenses. Simultaneously upon the payment of a surgical bill with said investment funds; that Hospital or Surgical Center will assign to Tri-Med their Letter of Protection (LOP), which assures payment from the responsible Insurance Company. Tri-Med will then issue a Certificate of Lien (LOP) solely in the name of the Investor. An Investor may have their investment purchase several surgical bills, and may receive several liens which shall always total the exact amount invested. Tri-Med will hold these LOPs until the personal injury case in connection with which these LOPs were issued is settled and payment is made to Tri-Med from the settlement for the medical services. Tri-Med is solely responsible for negotiating amounts to be paid for LOPs.

INVESTOR ACKNOWLEDGES that Tri-Med reasonably believes the Investor is purchasing only for personal investment, has no information to the contrary, and is relying on the representations of said investor whose name appears upon these documents.

NOTICE: Tri-Med Corporation has established an account at Wells Fargo Bank, and has there on deposit \$500,000.00, as a form of collateral, to be used solely in the known following risks associated with this investment:

1. If a case should take longer than twenty-four (24) months to settle, the Investor has two Options:
 - #A. To continue to receive monthly payments (on the remaining balance of principal due) until the case is settled and said Investor is paid in full. OR,
 - #B. The Investor has the option to request a full return of the balance of investment monies which will be immediately honored and paid within 72 hours after Tri-Med receives Investor's written request.
2. If a case is settled for less than the amount of the LOP, Tri-Med agrees to fund any additional amount needed to equal the return of investor's original investment.
3. In the event a case is dropped, or lost in litigation, Tri-Med agrees to immediately replace Investor's current lien with an equivalent LOP. This pertains to "Litigation Privilege" and will, as is required by law, ensure the ability of the law to proceed unhampered by outside influences, at all times.

Note: Please be aware that there may be other risks that we are unaware of at this time.

Investor Initials: agj *Co-Investor Initials: _____
* Only if applicable

MONTHLY INCOME AGREEMENT - LWV03112013

TRIMED 11/14

TRI-MED, WHERE ALL INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY.

REPRESENTATIONS OF THE INVESTOR

IN CONNECTION with the Investor's investment pursuant to this Agreement, the Investor represents and warrants, which representations and warranties shall survive the termination of this agreement, as follows:

1. The Investor's principal residence or principal office, as the case may be, is located within the State of Florida.
2. The Investor is aware that no market may exist for the resale of any of the investment purchased under this Agreement.
3. The Investor is purchasing for investment and not for the distribution of any of the rights purchased under this Agreement.
4. The Investor recognizes that there are restrictions imposed by Tri-Med on any further distribution of this Agreement or the rights it grants.

THIS INVESTMENT HAS BEEN SUBMITTED TO THE STATE OF FLORIDA OFFICE OF FINANCIAL REGULATIONS AS AN EXEMPT SECURITY. THIS AGREEMENT HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE FLORIDA SECURITIES ACT, AS AMENDED, AND THIS AGREEMENT MAY NOT BE ASSIGNED OR TRANSFERRED WITHOUT TRI-MED'S WRITTEN PERMISSION OF THE CORPORATION. THIS AGREEMENT IS NOT MEANT TO HAVE AN ALTERNATE SECONDARY MARKET OUTSIDE OF TRI-MED AND IS INTENDED SOLELY TO PROFIT THE ORIGINAL INVESTOR AS NAMED ABOVE OR THE INVESTOR'S BENEFICIARIES.

NOTE: Tri-Med Corporation allows a 3 day rescission of this investment simply by notifying the Tri-Med representative whose name is on the signature page of this 4 page document. By executing this agreement on this day, the investor acknowledges their right to speak further with an officer of Tri-Med today, and either have done so or have chosen not to do so, but also understands that an officer of Tri-Med is always available to speak to them upon request. Tri-Med will at all times honor and protect the confidentiality of the underlying patients, cases, and litigation status, in accordance with State and Federal Law.*

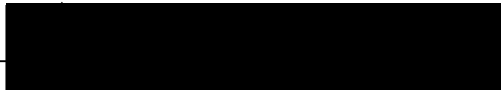
Investor Initials: agj *Co-Investor Initials: _____
* Only if applicable

TRI-MED, WHERE ALL INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY.

ENTIRE AGREEMENT

THIS AGREEMENT is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties. Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

Investor Signature:
OR - TRUSTEE



Date 5 / 16 / 2013

*CO-Investor Signature:
* Only if applicable

Date / /

I HAVE received, reviewed and have in my possession a copy of the accompanying Tri-Med Memorandum.

Investor/Trustee Initial Agey *Co-Investor Initial
* Only if applicable

Tri-Med Associates - Signature:

[Handwritten signature]

Tri-Med Associates - Name Print:

Lisa Schayer-Smith

Agreement Dated 5 / 16 / 2013

TRI-MED CORPORATION

34931 U.S. Highway 19
Suite 104
Palm Harbor, FL 34684
727 953 8222

NOTE: THIS CONSTITUTES PAGE 4 OF 4



TRI-MED CORPORATION

34931 US HIGHWAY 19 N., SUITE #104
PALM HARBOR, FL 34684
Phone: (727) 953-8222

[REDACTED]

May 21, 2013

Dear [REDACTED]

Thank you for your recent deposit of **\$20,000.00** into the Tri-Med Investment Program. We appreciate the confidence you have placed in your Financial Professional and their recommendation of Tri-Med.


Your funds have been placed in an FDIC insured Trust Account under the control and direction of one of Florida's most respected law firms, Marlowe McNabb P.A., 1560 West Cleveland Street, Tampa, Florida 33606.

Within approximately sixty to ninety days, the physician's lien on the insurance company proceeds will be reassigned to you. Your financial professional will deliver a Lien Certificate detailing the amount due and insurance company responsible. **Please keep the certificate in a safe place, as it must be returned upon maturity.**

As promised you will receive your first interest check on **June 1, 2013**, and on the 1st day of each month thereafter, until the case has settled and your principle is returned in full.

Once again, thank you for the opportunity to serve you and assist in achieving your financial objectives.

Best Regards,


Jeremy K. Anderson
President and Chief Executive Officer
Tri-Med Corporation

TRI-MED, WHERE INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY

2/21/2012

TRI-MED-INV-002436



TRI-MED CORPORATION

34931 US HIGHWAY 19 N., SUITE #104
PALM HARBOR, FL 34684
Phone: (727) 953-8222

August 28, 2013

Dear [REDACTED]

Enclosed you will find one or more assignment(s) of interest (Certificate of Lien). It is possible that you may receive more certificates to total the entire amount of your investment.

Please keep this certificate in a safe place, as you must sign the release of lien (which is on the back of the certificate), when your case settles.

If you have any questions, please do not hesitate, to contact your local representative at 888-582-4142.

Respectfully yours,

Desirae Johnson
Office Manager
TriMed Associates

TRIMED, WHERE INVESTMENTS ARE BACKED & PAID BY A MAJOR INSURANCE COMPANY

TRI-MED-INV-002437

EXHIBIT 32

Assignment of Interest

Date	Certificate No.
8/26/2013	1891



TRI-MED CORPORATION
34931 US HIGHWAY 19 NORTH
SUITE 104
PALM HARBOR, FL 34684

ASSIGNS THE FOLLOWING DOLLAR VALUE OF INTEREST TO THE FOLLOWING LETTER OF PROTECTION (LIEN) TO:

Client	& Spouse or Partner (If Named)
--------	--------------------------------

[Redacted]

(I-1)

SSN of Client	[Redacted]	SSN of Partner	[Redacted]
Client Phone No.	[Redacted]		

LETTER OF PROTECTION #: CA582-1[1-LA841-I-1-1505

THE ABOVE REFERENCED LETTER OF PROTECTION (LOP) WITH AN ASSIGNED VALUE OF \$8,800.00, ACTS AS AN INDISPUTABLE LIEN UPON THE INDIVIDUAL CASE IT REPRESENTS.

INSURANCE COMPANY: PEAK CASUALTY

Signature:

Signature:

8/27/13

8/27/13

Tri-Med Corporation Sec. / Tres.
Anthony N. Nicholas, III

Dated

Risk Mgmt Officer Tri-Med Corporation. Dated
Ravi Patel

EXHIBIT 33



ATTORNEYS AND COUNSELORS AT LAW

STEPHEN D. MARLOWE*
JOSEPH V. MCNABB (1943-2010)
SCOTT W. MACHNIK

1560 WEST CLEVELAND STREET
TAMPA, FL 33606-1807
TELEPHONE: (813) 251-3013
FACSIMILE: (813) 251-5945
WWW.MARLOWEMCNABB.COM

*BOARD CERTIFIED IN CONSTRUCTION LAW

January 10, 2012

Jeremy Anderson
President, Tri Med Corporation
34931 US Hwy 19, Suite 104
Palm Harbor, FL 34684

Re: Tri Med Corporation Trust Account

Dear Jeremy:

This will confirm that we have entered into an Escrow Agreement for our firm to act as Escrow Agent for Tri Med Corporation. The arrangement is as follows:

1. Tri Med Corporation will purchase of assignments of Letters of Protection ("LOP") from medical providers given to them by personal injury attorneys representing the individuals who have been treated in connection with the personal injury claims.
2. These claims are being handled by attorneys with whom we have no affiliation.
3. The LOPs obligate the personal injury attorneys to pay for the medical services out of settlements or judgments obtained, if any.
4. All funds received by or through Tri Med from investors will be deposited into a Marlowe McNabb Trust Account established for this purpose.
5. Tri Med will evaluate the cases and determine which Letters of Protection assignments will be purchased by Tri Med and the price that will be paid.
6. Upon purchase of assignments of LOPs, we will disburse directly to the medical providers in exchange for the assignments of the LOP's.
7. Tri Med will also be responsible for negotiation and collection of any funds that may be payable under the Letters of Protection from any settlements of judgments.

We have no involvement in the determination to purchase or pricing of any particular LOP. Our sole responsibility is to place the funds in the Trust Account and to pay medical providers for the LOPs.

Sincerely yours,


Stephen D. Marlowe

EXHIBIT 34

Date	Entry #	Received From/Paid To Explanation	Matter	Client	Allocated		Entry Tot	Running Bal
					Cheque	Receipt		
Jan/26/2012	254373			8 00001 *		190450.00	190450.00	190450.00
Jan/31/2012	256678			8 00007 *		2.61	2.61	190452.61
Feb/ 7/2012	256680			8 00008 *		0.01	0.01	190452.62
Feb/10/2012	255757			8 00002 *		139750.00	139750.00	330202.62
Feb/15/2012	255761			8 00003 *		195000.00	195000.00	525202.62
Feb/21/2012	255763			8 1001 *	26250.00		26250.00	498952.62
Feb/23/2012	255796			8 00004 *		32500.00	32500.00	531452.62
Feb/23/2012	255796			8 1002 *	2825.00		2825.00	528627.62
Feb/29/2012	256676			8 00006 *		91.95	91.95	528719.17
Mar/ 2/2012	256642			8 00005 *		63050.00	63050.00	591769.17
Mar/12/2012	256759			6 1003 *	14177.10		14177.10	577592.07
Mar/12/2012	256809			8 1004 *	7624.72		7624.72	569967.35
Mar/23/2012	256986			8 1005 *	7077.13		7077.13	562890.22
Mar/26/2012	257083			8 00009 *		206050.00	206050.00	768940.22
Mar/28/2012	257139			8 1006 *	6283.55		6283.55	762656.67
Mar/28/2012	257141			8 1007 *	2595.38		2595.38	760061.29
Mar/30/2012	258016			6 00010 *		150.62	150.62	760211.91
Apr/ 2/2012	257615			8 1008 *	6176.98		6176.98	754034.93
Apr/ 2/2012	257617			8 1009 *	6087.64		6087.64	747947.29
Apr/ 2/2012	257619			6 1010 *	8450.00		8450.00	739497.29
Apr/ 2/2012	257621			8 1011 *	1528.13		1528.13	737969.16
Apr/ 2/2012	257623			6 1012 *	6500.00		6500.00	731469.16
Apr/ 2/2012	257625			8 1013 *	2709.03		2709.03	728760.13
Apr/ 2/2012	257627			8 1014 *	6500.00		6500.00	722260.13
Apr/ 5/2012	257910			8 1015 *	6996.45		6996.45	715263.68
Apr/18/2012	258078			6 1016 *	743.75		743.75	714519.93
Apr/19/2012	258120			6 1016 *	-743.75		-743.75	715263.68
Apr/19/2012	258122			8 1017 *	743.75		743.75	714519.93
Apr/19/2012	258124			8 1017 *	-743.75		-743.75	715263.68
Apr/19/2012	258126			8 1018 *	743.75		743.75	714519.93
Apr/19/2012	258129			8 1019 *	7744.30		7744.30	706775.63
Apr/24/2012	258171			6 1020 *	15218.61		15218.61	691557.02
Apr/24/2012	258173			8 1021 *	8764.88		8764.88	682792.14
Apr/27/2012	258218			8 1022 *	6736.91		6736.91	676055.23
Apr/27/2012	258222			8 1023 *	21389.70		21389.70	654665.53
Apr/27/2012	258224			8 1024 *	15240.00		15240.00	639425.53

Date	Received From/Paid To	Entry #	Explanation	Matter	Client	Allocated		Entry Tot	Running Bal
						Cheque	Receipt		
Apr/28/2012		258233			8 1025 *	5554.13		5554.13	633871.40
Apr/30/2012		258304			8 00011 *		184.23	184.23	634055.63
May/ 1/2012		258288			8 1026 *	12898.01		12898.01	621157.62
May/ 1/2012		258290			8 1027 *	656.25		656.25	620501.37
May/ 1/2012		258292			8 1029 *	10076.26		10076.26	610425.11
May/ 1/2012		258294			8 1023 *	-21369.70		-21369.70	631614.61
May/ 1/2012		258296			8 1024 *	-15240.00		-15240.00	647054.81
May/ 1/2012		258298			8 1030 *	8171.10		8171.10	638883.71
May/ 3/2012		259089			8 1031 *	8018.62		8018.62	630865.09
May/ 3/2012		260402			8 svcchg *	30.00		30.00	630835.09
May/ 4/2012		259091			8 1032 *	21389.70		21389.70	609445.39
May/ 4/2012		259093			8 1033 *	35782.12		35782.12	573663.27
May/ 4/2012		259095			8 1034 *	24439.85		24439.85	549223.42
May/ 4/2012		259097			8 1035 *	15986.49		15986.49	533234.93
May/ 4/2012		259099			8 1036 *	3343.13		3343.13	529891.80
May/ 4/2012		259101			8 1037 *	1746.10		1746.10	528143.70
May/ 4/2012		259103			8 1038 *	1348.45		1348.45	526795.25
May/ 4/2012		259105			8 1040 *	10713.05		10713.05	516062.20
May/ 4/2012		259107			8 1041 *	15847.50		15847.50	500234.70
May/ 8/2012		259180			8 1042 *	15240.00		15240.00	484994.70
May/ 8/2012		259182			8 1043 *	18973.49		18973.49	466021.21
May/ 8/2012		259184			8 1043 *	-18973.49		-18973.49	484994.70
May/ 8/2012		259186			8 1044 *	18973.49		18973.49	466021.21
May/11/2012		259232			8 1045 *	7699.43		7699.43	458321.76
May/11/2012		259234			8 1046 *	3673.17		3673.17	454648.61
May/11/2012		259236			8 1047 *	6468.35		6468.35	448160.26
May/11/2012		259238			8 1048 *	4278.75		4278.75	443901.51
May/15/2012		259242			8 1049 *	26892.76		26892.76	417008.75
May/15/2012		259244			8 1050 *	4822.65		4822.65	412166.10
May/15/2012		259246			8 1051 *	6829.45		6829.45	405356.65
May/15/2012		259248			8 1052 *	6326.56		6326.56	399028.07
May/16/2012		259250			8 1053 *	5786.69		5786.69	393239.38
May/22/2012		259372			8 1056 *	437.50		437.50	392801.88
May/22/2012		259374			8 1055 *	1369.25		1369.25	391432.63
May/22/2012		259376			8 1054 *	831.25		831.25	390601.38
May/22/2012		259378			8 1054 *	-831.25		-831.25	391432.63
May/22/2012		259380			8 1055 *	-1369.25		-1369.25	392801.88
May/22/2012		259382			8 1057 *	831.25		831.25	391970.63
May/22/2012		259384			8 1056 *	1369.25		1369.25	390601.38
May/22/2012		259386			8 1059 *	1093.75		1093.75	389507.63

Date	Entry #	Received From/Paid To Explanation	Matter	Acc#	Che/Rec#/Clr/Btch	Allocated		Entry Tot	Running Bal
						Cheque	Receipt		
May/29/2012	259465			8	1060 *				
May/29/2012	259467			8	Tri Med Investme	2438.66		2438.66	387068.97
May/29/2012	259469			8	1061 *				
May/29/2012	259469			8	Tri Med Investme	6896.86		6896.86	360172.11
May/31/2012	259964			8	1062 *				
May/31/2012	259966			8	Tri Med Investme	7281.68		7281.68	372890.43
May/31/2012	260400			8	1063 *				
May/31/2012	260404			8	Tri Med Investme	7743.89		7743.89	365146.54
Jun/ 4/2012	259978			8	1064 *				
Jun/ 4/2012	259980			8	Tri Med Investme	3448.71		3448.71	361697.03
Jun/ 5/2012	260189			8	svchg *				
Jun/12/2012	260305			8	Tri Med Investme	10.14		10.14	361687.69
Jun/12/2012	260307			8	svcchg *				
Jun/12/2012	260309			8	Tri Med Investme	-30.00		-30.00	361717.69
Jun/12/2012	260311			8	1065 *				
Jun/12/2012	260313			8	Tri Med Investme	5136.10		5136.10	356581.59
Jun/12/2012	260315			8	1066 *				
Jun/12/2012	260317			8	Tri Med Investme	6802.94		6802.94	349778.65
Jun/12/2012	260330			8	1067 *				
Jun/12/2012	260332			8	Tri Med Investme	5000.00		5000.00	344778.65
Jun/12/2012	260334			8	1068 *				
Jun/12/2012	260336			8	Tri Med Investme	6478.68		6478.68	338299.97
Jun/12/2012	260338			8	1069 *				
Jun/12/2012	260340			8	Tri Med Investme	491.14		491.14	337608.63
Jun/12/2012	260342			8	1070 *				
Jun/12/2012	260344			8	Tri Med Investme	491.14		491.14	337317.69
Jun/12/2012	260346			8	1071 *				
Jun/12/2012	260348			8	Tri Med Investme	491.14		491.14	336626.55
Jun/12/2012	260350			8	1072 *				
Jun/12/2012	260352			8	Tri Med Investme	945.00		945.00	335881.55
Jun/14/2012	260408			8	1073 *				
Jun/14/2012	260410			8	Tri Med Investme	945.00		945.00	334936.55
Jun/18/2012	260412			8	1074 *				
Jun/18/2012	260414			8	Tri Med Investme	545.10		545.10	334391.45
Jun/18/2012	260416			8	1069 *				
Jun/18/2012	260418			8	Tri Med Investme	-491.14		-491.14	334882.59
Jun/18/2012	260420			8	1070 *				
Jun/18/2012	260422			8	Tri Med Investme	-491.14		-491.14	335373.73
Jun/18/2012	260424			8	1071 *				
Jun/18/2012	260426			8	Tri Med Investme	-491.14		-491.14	335864.87
Jun/20/2012	260529			8	1072 *				
Jun/20/2012	260531			8	Tri Med Investme	-945.00		-945.00	336809.87
Jun/21/2012				8	1073 *				
Jun/21/2012				8	Tri Med Investme	-945.00		-945.00	337754.87
Jun/21/2012				8	1074 *				
Jun/21/2012				8	Tri Med Investme	-545.10		-545.10	338299.97
Jun/21/2012				8	1075 *				
Jun/21/2012				8	Tri Med Investme	491.14		491.14	337608.63
Jun/21/2012				8	1076 *				
Jun/21/2012				8	Tri Med Investme	491.14		491.14	336826.55
Jun/21/2012				8	1078 *				
Jun/21/2012				8	Tri Med Investme	945.00		945.00	335881.55
Jun/21/2012				8	1079 *				
Jun/21/2012				8	Tri Med Investme	945.00		945.00	334936.55
Jun/21/2012				8	1080 *				
Jun/21/2012				8	Tri Med Investme	545.10		545.10	334391.45
Jun/21/2012				8	1081 *				
Jun/21/2012				8	Tri Med Investme	17420.88		17420.88	316970.57
Jun/21/2012				8	1082 *				
Jun/21/2012				8	Tri Med Investme	3623.20		3623.20	313347.37
Jun/21/2012				8	1083 *				
Jun/21/2012				8	Tri Med Investme	1739.50		1739.50	311607.87
Jun/21/2012				8	1084 *				
Jun/21/2012				8	Tri Med Investme	2366.00		2366.00	309241.87
Jun/21/2012				8	1085 *				
Jun/21/2012				8	Tri Med Investme	1312.50		1312.50	307929.37
Jun/21/2012				8	1086 *				
Jun/21/2012				8	Tri Med Investme	1984.50		1984.50	305944.87
Jun/21/2012				8	1087 *				
Jun/21/2012				8	Tri Med Investme	14040.08		14040.08	291904.79
Jun/21/2012				8	1088 *				
Jun/21/2012				8	Tri Med Investme	5368.02		5368.02	286536.77
Jun/21/2012				8	1089 *				
Jun/21/2012				8	Tri Med Investme	6480.43		6480.43	280056.34
Jun/21/2012				8	1090 *				
Jun/21/2012				8	Tri Med Investme	14040.08		14040.08	266016.26
Jun/21/2012				8	1091 *				
Jun/21/2012				8	Tri Med Investme	9642.43		9642.43	256373.83
Jun/21/2012				8	1092 *				
Jun/21/2012				8	Tri Med Investme	395.85		395.85	255977.98
Jun/21/2012				8	1093 *				

Date	Entry #	Received From/Paid To Explanation	Matter	Acc#	Che/Rec#/Clr/Btch	Allocated		Entry Tot	Running Bal
						Cheque	Receipt		
Jun/21/2012	260533				Tri Med Investme	395.85		395.85	255582.13
Jun/21/2012	260535				8 1094 *				
Jun/21/2012	260537				Tri Med Investme	15274.14		15274.14	240307.99
Jun/21/2012	260539				8 1095 *				
Jun/26/2012	260629				Tri Med Investme	15274.14		15274.14	225033.85
Jun/26/2012	260631				8 1096 *				
Jun/26/2012	260633				Tri Med Investme	395.85		395.85	224638.00
Jun/29/2012	260671				8 1097 *				
Jun/29/2012	260673				Tri Med Investme	9266.18		9266.18	215371.82
Jun/29/2012	260675				8 1097 *				
Jun/29/2012	260677				Tri Med Investme	-9266.18		-9266.18	224638.00
Jun/29/2012	260679				8 1098 *				
Jun/29/2012	260681				Tri Med Investme	9266.18		9266.18	215371.82
Jun/29/2012	260683				8 1099 *				
Jun/29/2012	260685				Tri Med Investme	2170.00		2170.00	213201.82
Jun/29/2012	261734				6 1100 *				
Jul/11/2012	261477				Tri Med Investme	1015.00		1015.00	212186.82
Jul/11/2012	261480				8 1101 *				
Jul/12/2012	261492				Tri Med Investme	1820.00		1820.00	210366.82
Jul/12/2012	262644				8 1102 *				
Jul/17/2012	261684				Tri Med Investme	1400.00		1400.00	208966.82
Jul/17/2012	261686				8 1103 *				
Jul/17/2012	261714				Tri Med Investme	665.00		665.00	208301.82
Jul/17/2012	261716				6 1104 *				
Jul/18/2012	261720				Tri Med Investme	3206.10		3206.10	205095.72
Jul/18/2012	261722				8 1105 *				
Jul/18/2012	261724				Tri Med Investme	1400.00		1400.00	203695.72
Jul/18/2012	261736				8 1106 *				
Jul/20/2012	261776				Tri Med Investme	10609.65		10609.65	193086.07
Jul/20/2012	261778				8 bankchg *				
Jul/20/2012	261780				Tri Med Investme	16.48		16.48	193069.59
Jul/20/2012	261782				8 1107 *				
Aug/ 3/2012	262533				Tri Med Investme	9266.18		9266.18	183803.41
Aug/ 3/2012	262535				8 1107 *				
Aug/ 3/2012	262537				Tri Med Investme	-9266.18		-9266.18	193069.59
Aug/ 3/2012	262539				8 1108 *				
Aug/ 3/2012	262541				Tri Med Investme	8056.18		8056.18	185013.41
Aug/ 3/2012	262543				8 00012 *		16.48	16.48	185029.89
Aug/ 7/2012	262608				Tri Med Investme				
Aug/ 8/2012	262642				8 1109 *				
Aug/14/2012					Tri Med Investme	6581.96		6581.96	178447.93
					8 1110 *				
					Tri Med Investme	6711.13		6711.13	171736.80
					8 1111 *				
					Tri Med Investme	9421.41		9421.41	162315.39
					8 1112 *				
					Tri Med Investme	1371.13		1371.13	160944.26
					8 1113 *				
					Tri Med Investme	1099.35		1099.35	159844.91
					8 1114 *				
					Tri Med Investme	1616.30		1616.30	158228.61
					8 1115 *				
					Tri Med Investme	712.60		712.60	157516.01
					8 1051 *				
					Tri Med Investme	-6829.45		-6829.45	164345.46
					8 1116 *				
					Tri Med Investme	656.25		656.25	163689.21
					8 1117 *				
					Tri Med Investme	875.00		875.00	162814.21
					8 1118 *				
					Tri Med Investme	787.50		787.50	162026.71
					8 1119 *				
					Tri Med Investme	656.25		656.25	161370.46
					8 1120 *				
					Tri Med Investme	1015.00		1015.00	160355.46
					8 1121 *				
					Tri Med Investme	1400.00		1400.00	158955.46
					8 1122 *				
					Tri Med Investme	2310.00		2310.00	156645.46
					8 1123 *				
					Tri Med Investme	2310.00		2310.00	154335.46
					8 1124 *				
					Tri Med Investme	2100.00		2100.00	152235.46
					8 1125 *				
					Tri Med Investme	2310.00		2310.00	149925.46
					8 1126 *				
					Tri Med Investme	1960.00		1960.00	147965.46
					8 1127 *				
					Tri Med Investme	8143.66		8143.66	139821.80
					8 1128 *				

Date	Entry #	Received From/Paid To Explanation	Matter	Acc#	Che/Rec#/Clr/Btch	Allocated		Entry Tot	Running Bal
						Client	Cheque		
	262720					Tri Med Investme	6309.28	6309.28	133512.52
Aug/14/2012	262722					8 1129 *			
Aug/14/2012	262724					8 1130 *	2301.25	2301.25	131211.27
Aug/14/2012	262726					8 1131 *	2301.25	2301.25	128910.02
Aug/21/2012	262819					8 1132 *	16050.00	16050.00	112860.02
Aug/23/2012	262849					8 00013 *			
Aug/23/2012	262851					8 1133 *		1369.25	1389.25
Aug/23/2012	262853					8 1134 *	990.00	990.00	112299.27
Aug/27/2012	262866					8 1135 *	990.00	990.00	111309.27
Aug/29/2012	262898					8 1136 *	27991.03	27991.03	83318.24
Aug/29/2012	262900					8 1137 *	990.00	990.00	82328.24
Aug/29/2012	262902					8 1138 *	780.00	780.00	81548.24
Sep/ 6/2012	263611					8 00014 *			
Sep/10/2012	263613					8 1139 *		200000.00	278327.74
Sep/10/2012	263615					8 1140 *	31250.00	31250.00	247077.74
Sep/10/2012	263617					8 1141 *	31250.00	31250.00	215827.74
Sep/10/2012	263619					8 1142 *	31250.00	31250.00	184577.74
Sep/13/2012	263852					8 00015 *		10000.00	163327.74
Sep/14/2012	263725					8 1143 *			
Sep/14/2012	264530					8 1144 *	35000.00	35000.00	128327.74
Sep/18/2012	263728					8 1145 *	1150.00	1150.00	127177.74
Sep/18/2012	263730					8 1146 *	810.00	810.00	126367.74
Sep/18/2012	263732					8 1147 *	765.00	765.00	125602.74
Sep/18/2012	263734					8 1148 *	765.00	765.00	124837.74
Sep/18/2012	263736					8 1149 *	1455.00	1455.00	123382.74
Sep/19/2012	263738					8 1150 *	810.00	810.00	122572.74
Sep/25/2012	263740					8 1151 *	810.00	810.00	121762.74
Sep/25/2012	263742					8 1152 *	3628.35	3628.35	118137.39
Sep/25/2012	263744					8 1153 *	8727.66	8727.66	109409.73
Sep/26/2012	263749					8 1154 *	648.90	648.90	108760.83
Sep/26/2012	263751					8 1155 *	3578.63	3578.63	105182.20
Sep/28/2012	263812					8 1156 *	960.00	960.00	104222.20
Sep/28/2012	263814					8 1157 *	980.00	980.00	103242.20
Oct/ 1/2012	263854					8 1158 *	8210.51	8210.51	95031.69
Oct/ 1/2012	263856					8 1159 *	-980.00	-980.00	96011.69
Oct/ 1/2012	263858					8 1160 *	-8210.51	-8210.51	104222.20
Oct/ 1/2012	263860					8 1161 *	980.00	980.00	103242.20
Oct/ 4/2012	264455					8 1162 *	8210.51	8210.51	95031.69
Oct/ 4/2012						8 1160 *	6331.08	6331.08	88700.61
Oct/ 4/2012						8 1161 *			

Date	Received From/Paid To	Matter	Client	Allocated	Entry Tot	Running Bal
Entry #	Explanation			Cheque Receipt		
264457			Tri Med Investme	1980.00	1980.00	86720.61
Oct/ 5/2012			8 1162 *			
264483			Tri Med Investme	5989.66	5989.66	80730.95
Oct/ 5/2012			8 1163 *			
264488			Tri Med Investme	4321.53	4321.53	76409.42
Oct/ 9/2012			8 1164 *			
264523			Tri Med Investme	630.00	630.00	75779.42
Oct/ 9/2012			8 1165 *			
264525			Tri Med Investme	1560.00	1560.00	74219.42
Oct/ 9/2012			8 1149 *			
264532			Tri Med Investme	-810.00	-810.00	75029.42
Oct/ 9/2012			6 1166 *			
264536			Tri Med Investme	6392.37	6392.37	68637.05
Oct/16/2012			8 1167 *			
264595			Tri Med Investme	8803.38	8803.38	59633.67
Oct/16/2012			8 1168 *			
264597			Tri Med Investme	6156.86	6156.86	53676.81
Oct/22/2012			8 1169 *			
264634			Tri Med Investme	4317.78	4317.78	49359.03
Oct/22/2012			8 1170 *			
264636			Tri Med Investme	5276.55	5276.55	44082.48
Oct/22/2012			8 1171 *			
264638			Tri Med Investme	3678.30	3678.30	40404.18
Oct/24/2012			8 00016 *			
264642			Tri Med Investme		147000.00	147000.00
Oct/30/2012			8 1172 *			
264773			Tri Med Investme	9671.45	9671.45	177732.73
Oct/30/2012			6 1173 *			
264775			Tri Med Investme	1980.00	1980.00	175752.73
Oct/30/2012			8 1174 *			
264777			Tri Med Investme	6569.01	6569.01	169183.72
Oct/30/2012			6 1175 *			
264779			Tri Med Investme	5473.47	5473.47	163710.25
Nov/ 1/2012			6 1176 *			
264792			Tri Med Investme	4527.03	4527.03	159183.22
Nov/ 1/2012			8 1177 *			
264794			Tri Med Investme	720.00	720.00	158463.22
Nov/ 6/2012			8 1178 *			
265891			Tri Med Investme	3526.83	3526.83	154936.39
Nov/ 7/2012			8 1179 *			
265958			Tri Med Investme	3486.57	3486.57	151449.82
Nov/ 8/2012			6 1180 *			
265960			Tri Med Investme	3717.60	3717.60	147732.22
Nov/13/2012			8 1181 *			
266008			Tri Med Investme	705.00	705.00	147027.22
Nov/13/2012			6 1182 *			
266032			Tri Med Investme	2363.88	2363.88	144663.34
Nov/13/2012			8 1183 *			
266034			Tri Med Investme	3668.70	3668.70	140994.64
Nov/13/2012			8 1181 *			
266036			Tri Med Investme	-705.00	-705.00	141699.64
Nov/13/2012			8 1184 *			
266038			Tri Med Investme	705.00	705.00	140994.64
Nov/19/2012			8 1185 *			
266154			Tri Med Investme	570.00	570.00	140424.64
Nov/19/2012			8 1187 *			
266158			Tri Med Investme	1440.00	1440.00	138984.64
Nov/20/2012			8 1188 *			
266169			Tri Med Investme	11009.73	11009.73	127974.91
Nov/26/2012			8 1189 *			
266229			Tri Med Investme	3786.51	3786.51	124188.40
Dec/ 1/2012			8 1190 *			
266753			Tri Med Investme	9697.86	9697.86	114488.54
Dec/ 1/2012			8 1191 *			
266755			Tri Med Investme	6153.83	6153.83	108334.71
Dec/ 1/2012			6 1192 *			
266757			Tri Med Investme	6153.83	6153.83	102180.88
Dec/ 1/2012			8 1193 *			
266759			Tri Med Investme	5648.31	5648.31	96532.57
Dec/ 1/2012			8 1194 *			
266761			Tri Med Investme	8426.67	8426.67	88105.90
Dec/ 1/2012			8 1195 *			
266763			Tri Med Investme	6597.00	6597.00	81508.90
Dec/10/2012			8 1196 *			
266789			Tri Med Investme	13647.90	13647.90	67861.00

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Dec/10/2012	266791		4183	8	1197 * Tri Med Investme	11020.17		11020.17	56640.63
Dec/10/2012	266793		4183	8	1198 * Tri Med Investme	12000.00		12000.00	44840.83
Dec/10/2012	266795		4183	8	1199 * Tri Med Investme	5729.31		5729.31	39111.52
Dec/11/2012	266838		4183	8	1200 * Tri Med Investme	6885.06		6885.06	32226.46
Dec/11/2012	266840		4183	8	1201 * Tri Med Investme	3200.00		3200.00	29026.46
Dec/11/2012	266842		4183	8	1202 * Tri Med Investme	4486.28		4486.28	24540.18
Dec/11/2012	266844		4183	8	1203 * Tri Med Investme	720.00		720.00	23820.18
Dec/11/2012	266846		4183	8	1204 * Tri Med Investme	990.00		990.00	22830.18
Dec/11/2012	266848		4183	8	1205 * Tri Med Investme	1950.00		1950.00	20880.18
Dec/11/2012	266850		4183	8	1206 * Tri Med Investme	960.00		960.00	19920.18
Dec/11/2012	266852		4183	8	1207 * Tri Med Investme	765.00		765.00	19155.18
Dec/12/2012	266905		4183	8	1208 * Tri Med Investme	9951.60		9951.60	9203.58
Dec/12/2012	266920		4183	8	01385 * Tri Med Investme		200000.00	200000.00	209203.58
Dec/12/2012	267872		4183	8	eft * Tri Med Investme	15.00		15.00	209188.58
Dec/17/2012	266922		4183	8	1209 * Tri Med Investme	10204.29		10204.29	198984.29
Dec/17/2012	266924		4183	8	1210 * Tri Med Investme	11156.04		11156.04	187828.25
Dec/17/2012	266926		4183	8	1211 * Tri Med Investme	11605.74		11605.74	176222.51
Dec/17/2012	266928		4183	8	1212 * Tri Med Investme	57600.00		57600.00	118622.51
Dec/17/2012	266930		4183	8	1213 * Tri Med Investme	7711.96		7711.96	110910.55
Dec/19/2012	266964		4183	8	1214 * Tri Med Investme	4136.40		4136.40	106774.15
Dec/19/2012	266966		4183	8	1215 * Tri Med Investme	4003.20		4003.20	102770.95
Dec/20/2012	266968		4183	8	1216 * Tri Med Investme	3377.34		3377.34	99393.61
Dec/20/2012	266970		4183	8	1217 * Tri Med Investme	1200.00		1200.00	98193.61
Dec/20/2012	266972		4183	8	1218 * Tri Med Investme	37107.00		37107.00	61086.61
Dec/21/2012	267661		4183	8	01387 * Tri Med Investme		200000.00	200000.00	261086.61
Dec/21/2012	267874		4183	8	eft * Tri Med Investme	15.00		15.00	261071.61
Jan/ 2/2013	267386		4183	8	1219 * Tri Med Investme	7547.15		7547.15	253524.46
Jan/ 2/2013	267388		4183	8	1220 * Tri Med Investme	6203.28		6203.28	247321.18
Jan/ 2/2013	267390		4183	8	1221 * Tri Med Investme	720.00		720.00	246601.18
Jan/ 2/2013	267392		4183	8	1222 * Tri Med Investme	4496.67		4496.67	242104.51
Jan/ 2/2013	267394		4183	8	1223 * Tri Med Investme	6277.23		6277.23	235827.28
Jan/ 2/2013	267396		4183	8	1224 * Tri Med Investme	16600.00		16600.00	219227.28
Jan/ 2/2013	267398		4183	8	1225 * Tri Med Investme	950.00		950.00	218077.28
Jan/ 3/2013	267491		4183	8	1226 * Tri Med Investme	6952.50		6952.50	211124.78
Jan/ 7/2013	267662		4183	8	1227 * Tri Med Investme	5648.31		5648.31	205476.47
Jan/ 7/2013	267663		4183	8	1228 * Tri Med Investme	5994.36		5994.36	199482.11
Jan/10/2013	267785		4183	8	1229 * Tri Med Investme	1110.00		1110.00	198372.11
Jan/10/2013	267787		4183	8	1230 * Tri Med Investme	990.00		990.00	197382.11
Jan/10/2013	267789		4183	8	1231 * Tri Med Investme	3107.70		3107.70	194274.41
Jan/10/2013	267791		4183	8	1232 * Tri Med Investme	5841.27		5841.27	188433.14
Jan/10/2013				8	1233 * Tri Med Investme				

Date	Entry #	Received From/Paid To Explanation	Matter	Acc#	Che/Rec#/Clr/Btch	Client	Allocated		Entry Tot	Running Bal
							Cheque	Receipt		
	267793					Tri Med Investme	4488.25		4488.25	183944.69
Jan/14/2013	267870			8	1192 *	Tri Med Investme	-6153.83		-6153.83	190098.72
Jan/15/2013	267935			8	1234 *	Tri Med Investme	12843.63		12843.63	177255.09
Jan/16/2013	267951			8	1235 *	Tri Med Investme	540.00		540.00	176715.09
Jan/17/2013	267970			8	1236 *	Tri Med Investme	22066.33		22066.33	154648.76
Jan/17/2013	267972			8	1237 *	Tri Med Investme	4310.00		4310.00	150338.76
Jan/17/2013	267974			8	1238 *	Tri Med Investme	4560.00		4560.00	145776.76
Jan/23/2013	268020			8	1239 *	Tri Med Investme	10204.29		10204.29	135574.47
Jan/23/2013	268022			8	1240 *	Tri Med Investme	10204.29		10204.29	125370.18
Jan/23/2013	268024			8	1241 *	Tri Med Investme	12543.96		12543.96	112826.22
Jan/23/2013	268026			8	1242 *	Tri Med Investme	6060.12		6060.12	106766.10
Jan/23/2013	266028			8	1243 *	Tri Med Investme	11595.15		11595.15	95170.95
Jan/23/2013	268030			8	1244 *	Tri Med Investme	6277.23		6277.23	88893.72
Jan/23/2013	268032			8	1245 *	Tri Med Investme	10611.93		10611.93	78261.79
Jan/30/2013	268110			8	00017 *	Tri Med Investme		100000.00	100000.00	178261.79
Jan/30/2013	268114			8	EFT *	Tri Med Investme	15.00		15.00	178266.79
Jan/31/2013	268116			8	1246 *	Tri Med Investme	2406.25		2406.25	175860.54
Jan/31/2013	268118			8	1247 *	Tri Med Investme	967.39		967.39	174893.15
Jan/31/2013	268120			8	1248 *	Tri Med Investme	12058.77		12058.77	162834.38
Jan/31/2013	268122			8	1249 *	Tri Med Investme	1980.00		1980.00	160854.38
Jan/31/2013	268124			8	1250 *	Tri Med Investme	1320.00		1320.00	159534.38
Jan/31/2013	268126			8	1251 *	Tri Med Investme	967.40		967.40	158566.98
Jan/31/2013	268128			8	1252 *	Tri Med Investme	967.40		967.40	157599.58
Jan/31/2013	268130			8	1253 *	Tri Med Investme	2653.75		2653.75	154945.83
Jan/31/2013	268132			8	1254 *	Tri Med Investme	967.40		967.40	153978.43
Jan/31/2013	268134			8	1255 *	Tri Med Investme	967.40		967.40	153011.03
Jan/31/2013	268136			8	1256 *	Tri Med Investme	967.39		967.39	152043.64
Jan/31/2013	268138			8	1257 *	Tri Med Investme	6482.46		6482.46	145561.18
Jan/31/2013	268140			8	1258 *	Tri Med Investme	990.00		990.00	144571.18
Jan/31/2013	268142			8	1259 *	Tri Med Investme	1260.00		1260.00	143311.18
Jan/31/2013	268144			8	1260 *	Tri Med Investme	11163.09		11163.09	132148.09
Jan/31/2013	268146			8	1261 *	Tri Med Investme	3327.50		3327.50	128820.59
Jan/31/2013	268148			8	1262 *	Tri Med Investme	1082.22		1082.22	127738.37
Jan/31/2013	268150			8	1263 *	Tri Med Investme	10204.29		10204.29	117534.08
Feb/11/2013	268822			8	1264 *	Tri Med Investme	5734.98		5734.98	111799.10
Feb/11/2013	268824			8	1265 *	Tri Med Investme	10284.35		10284.35	101514.75
Feb/11/2013	268854			8	1266 *	Tri Med Investme	6014.65		6014.65	95499.90
Feb/11/2013	268856			8	1267 *	Tri Med Investme	2157.85		2157.85	93342.05
Feb/11/2013	268858			8	1268 *	Tri Med Investme	3782.57		3782.57	89559.48
Feb/11/2013	268860			8	1269 *	Tri Med Investme	2901.25		2901.25	86658.23
Feb/14/2013	268962			8	1270 *	Tri Med Investme	1141.25		1141.25	85516.98
Feb/14/2013				8	1271 *	Tri Med Investme				

Date	Received From/Paid To	Matter	Client	Allocated	Entry Tot	Running Bal
Entry #	Explanation			Cheque	Receipt	
268964			Tri Med Investme	1732.50		83764.46
Feb/14/2013			8 1272 *			
268966			Tri Med Investme	5351.94		78432.54
Feb/14/2013			8 1273 *			
268968			Tri Med Investme	967.40		77465.14
Feb/14/2013			8 1274 *			
268970			Tri Med Investme	1732.50		75732.64
Feb/19/2013			8 1275 *			
269005			Tri Med Investme	1045.00		74687.64
Feb/19/2013			6 1276 *			
269007			Tri Med Investme	3198.75		71488.89
Feb/19/2013			8 1277 *			
269009			Tri Med Investme	2090.00		69398.89
Feb/19/2013			6 1278 *			
269011			Tri Med Investme	2200.00		67198.89
Feb/19/2013			8 1279 *			
269013			Tri Med Investme	742.50		66456.39
Feb/21/2013			8 1280 *			
269039			Tri Med Investme	5530.00		60926.39
Feb/21/2013			8 1281 *			
269041			Tri Med Investme	910.00		60016.39
Feb/21/2013			8 1282 *			
269043			Tri Med Investme	1775.48		58240.91
Feb/21/2013			8 1283 *			
269045			Tri Med Investme	15330.00		42910.91
Feb/21/2013			8 1284 *			
269047			Tri Med Investme	1540.00		41370.91
Feb/21/2013			8 1285 *			
269049			Tri Med Investme	6559.23		34811.68
Feb/27/2013			8 1286 *			
269189			Tri Med Investme	12460.84		22350.84
Feb/27/2013			8 1287 *			
269191			Tri Med Investme	921.25		21429.59
Feb/27/2013			8 1288 *			
269193			Tri Med Investme	1168.75		20260.84
Feb/27/2013			8 1289 *			
269195			Tri Med Investme	3974.14		16286.70
Feb/27/2013			8 1290 *			
269197			Tri Med Investme	5880.33		10406.37
Feb/27/2013			8 1291 *			
269199			Tri Med Investme	1705.00		8701.37
Feb/28/2013			8 00018 *			
269210			Tri Med Investme		100000.00	108701.37
Feb/28/2013			8 ACH *			
269212			Tri Med Investme	15.00		108686.37
Feb/28/2013			8 1292 *			
269214			Tri Med Investme	37583.15		71103.22
Mar/ 5/2013			8 1293 *			
269898			Tri Med Investme	2237.81		68865.41
Mar/ 5/2013			8 1294 *			
269900			Tri Med Investme	660.00		68205.41
Mar/ 5/2013			8 1295 *			
269902			Tri Med Investme	2067.98		66137.43
Mar/ 5/2013			6 1296 *			
269904			Tri Med Investme	967.40		65170.03
Mar/ 5/2013			8 1297 *			
269906			Tri Med Investme	1141.25		64028.78
Mar/ 5/2013			8 1298 *			
269908			Tri Med Investme	1911.25		62117.53
Mar/ 5/2013			8 1299 *			
269910			Tri Med Investme	967.40		61150.13
Mar/12/2013			8 1303 *			
270073			Tri Med Investme	1505.55		59644.58
Mar/12/2013			6 1304 *			
270075			Tri Med Investme	712.80		58931.78
Mar/12/2013			8 1305 *			
270077			Tri Med Investme	1291.40		57640.38
Mar/12/2013			8 1306 *			
270079			Tri Med Investme	2653.75		54986.63
Mar/12/2013			8 1307 *			
270081			Tri Med Investme	4795.00		50191.63
Mar/12/2013			8 1308 *			
270083			Tri Med Investme	1359.55		46832.08
Mar/12/2013			8 1309 *			
270085			Tri Med Investme	770.00		46062.08
Mar/12/2013			8 1310 *			
270087			Tri Med Investme	7332.25		40729.83
Mar/14/2013			8 1311 *			
270130			Tri Med Investme	9835.00		30894.83
Mar/14/2013			8 1312 *			
270132			Tri Med Investme	3526.96		27367.87
Mar/14/2013			8 1313 *			
270134			Tri Med Investme	980.00		26387.87
Mar/14/2013			8 1314 *			

Marlowe McNabb P.A.
Trust Bank Journal
Oct/ 1/2010 To Mar/ 7/2014

Date	Entry #	Received From/Paid To Explanation	Matter	Client	Allocated		Entry Tot	Running Bal
					Chequa	Receipt		
	270136			Tri Med Investme	2337.50		2337.50	24050.37
Mar/20/2013	270164			8 00019 *		21810.00	21810.00	45860.37
Mar/20/2013	270180			8 1315 *				43385.57
Mar/20/2013	270182			8 1316 *	2475.00		2475.00	31431.87
Mar/20/2013	270184			8 1317 *	11953.50		11953.50	26216.82
Mar/20/2013	270186			8 1318 *	5215.05		5215.05	25494.27
Mar/20/2013	270188			8 1319 *	722.55		722.55	24771.72
Mar/26/2013	270336			8 1320 *				23355.47
Mar/26/2013	270341			8 1321 *	1416.25		1416.25	21842.97
Mar/28/2013	270374			8 1322 *	1512.50		1512.50	20632.97
Mar/28/2013	270376			8 1323 *	1210.00		1210.00	19711.72
Mar/28/2013	270378			8 1324 *	921.25		921.25	18790.47
Mar/28/2013	270380			8 1325 *	921.25		921.25	10817.69
Mar/28/2013	270382			8 1326 *	7972.58		7972.58	10075.39
Apr/ 4/2013	271069			8 00020 *		100000.00	100000.00	110060.39
Apr/ 4/2013	271071			8 EFT *	15.00		15.00	103935.39
Apr/ 4/2013	271080			8 1327 *	6125.00		6125.00	96685.39
Apr/ 4/2013	271082			8 1328 *	5250.00		5250.00	97688.80
Apr/ 4/2013	271084			8 1329 *	996.59		996.59	96931.25
Apr/ 4/2013	271086			8 1330 *	757.55		757.55	86726.96
Apr/ 4/2013	271096			8 1331 *	10204.29		10204.29	63245.96
Apr/ 4/2013	271098			8 1332 *	3480.98		3480.98	77869.83
Apr/ 4/2013	271100			8 1333 *	5376.15		5376.15	76206.08
Apr/ 4/2013	271102			8 1334 *	1663.75		1663.75	75669.83
Apr/ 4/2013	271104			8 1335 *	536.25		536.25	74569.83
Apr/ 4/2013	271106			8 1336 *	1100.00		1100.00	70762.02
Apr/ 6/2013	271123			8 1337 *	3787.61		3787.61	63733.45
Apr/ 8/2013	271124			8 1338 *	7048.57		7048.57	61634.85
Apr/ 8/2013	271127			8 1339 *	2096.60		2096.60	59228.60
Apr/ 8/2013	271131			8 1340 *	2406.25		2406.25	56727.79
Apr/ 8/2013	271133			8 1341 *	500.81		500.81	55485.19
Apr/ 9/2013	27126			8 1342 *	3242.60		3242.60	52153.29
Apr/ 9/2013	27126			8 1343 *	3331.90		3331.90	51276.29
Apr/ 15/2013	27143			8 1344 *	675.00		675.00	50686.10
Apr/ 15/2013	27144			8 1345 *	592.19		592.19	48527.35
Apr/ 15/2013	27144			8 1346 *	2158.75		2158.75	47559.95
Apr/ 15/2013	27144			8 1347 *	967.40		967.40	44218.70
Apr/ 15/2013	27144			8 1348 *	3341.25		3341.25	42853.70
Apr/ 15/2013	27144			8 1349 *	1365.00		1365.00	39759.95
Apr/ 15/2013	27144			8 1350 *	3093.75		3093.75	37037.45
Apr/ 15/2013	27145			8 1351 *	2722.50		2722.50	36116.20
Apr/ 15/2013	27146			8 1352 *	921.25		921.25	

Date	Received From/Paid To	Matter	Client	Allocated	Entry Tot	Running Bal
Entry #	Explanation			Cheque	Receipt	
Apr/19/2013 271552			8 1353 * Tri Med Investme	11523.49		24592.71
Apr/19/2013 271554			8 1354 * Tri Med Investme	1732.50		22860.21
Apr/19/2013 271556			8 1355 * Tri Med Investme	2158.75		20701.46
Apr/19/2013 271558			8 1356 * Tri Med Investme	1278.75		19422.71
Apr/23/2013 271603			6 00021 * Tri Med Investme		100000.00	119422.71
Apr/23/2013 271605			8 Bankoftp * Tri Med Investme	15.00		119407.71
Apr/23/2013 271643			6 1357 * Tri Med Investme	23142.54		96265.17
Apr/23/2013 271645			8 1358 * Tri Med Investme	2150.14		94115.03
Apr/23/2013 271649			8 1359 * Tri Med Investme	2150.14		91964.69
Apr/25/2013 271647			8 1358 * Tri Med Investme	-2150.14		94115.03
Apr/26/2013 271683			8 1360 * Tri Med Investme	2062.50		92052.53
Apr/26/2013 271685			8 1361 * Tri Med Investme	4166.16		87886.37
May/ 1/2013 271732			8 1364 * Tri Med Investme	3483.00		84403.37
May/ 1/2013 271736			8 1362 * Tri Med Investme	3002.40		81400.97
May/ 1/2013 271740			8 1363 * Tri Med Investme	3300.00		78100.97
May/ 1/2013 271746			8 1366 * Tri Med Investme	6312.96		71788.01
May/ 1/2013 271748			8 1367 * Tri Med Investme	1107.54		70680.47
May/ 1/2013 271750			8 1368 * Tri Med Investme	3376.91		67303.56
May/ 1/2013 271752			8 1369 * Tri Med Investme	1143.56		66160.00
May/ 1/2013 271754			8 1370 * Tri Med Investme	11605.74		54554.26
May/ 1/2013 271756			8 1371 * Tri Med Investme	1950.00		52604.26
May/ 7/2013 273370			8 1372 * Tri Med Investme	15750.49		36853.77
May/ 8/2013 273411			6 1373 * Tri Med Investme	4136.40		32717.37
May/ 8/2013 273413			8 1374 * Tri Med Investme	2653.75		30063.62
May/ 8/2013 273415			8 1375 * Tri Med Investme	1347.50		28716.12
May/ 8/2013 273437			8 1376 * Tri Med Investme	11026.26		17689.64
May/10/2013 273478			6 00022 * Tri Med Investme		100000.00	117689.64
May/10/2013 273520			8 BOT * Tri Med Investme	15.00		117674.84
May/14/2013 273522			8 1377 * Tri Med Investme	852.50		116822.34
May/14/2013 273524			6 1378 * Tri Med Investme	1250.98		115571.36
May/14/2013 273526			8 1379 * Tri Med Investme	14144.50		101426.86
May/14/2013 273528			8 1380 * Tri Med Investme	3526.98		98899.88
May/14/2013 273530			8 1381 * Tri Med Investme	3300.00		95599.88
May/17/2013 273668			8 1382 * Tri Med Investme	2090.00		93509.88
May/17/2013 273670			8 1383 * Tri Med Investme	2158.75		91351.13
May/17/2013 273672			8 1384 * Tri Med Investme	1517.44		89833.69
May/21/2013 273707			8 1385 * Tri Med Investme	1798.80		88034.89
May/21/2013 273709			8 1386 * Tri Med Investme	1627.64		86407.25
May/23/2013 273773			8 1387 * Tri Med Investme	1701.66		84705.59
May/23/2013 273775			8 1388 * Tri Med Investme	967.40		83738.19

Date	Received From/Paid To	Matter	Client	Allocated	Entry Tot	Running Bal
Entry #	Explanation			Cheque	Receipt	
May/23/2013 273777		8	1389 *	4837.00	4837.00	76901.19
May/23/2013 273779		8	1390 *	524.22	524.22	78376.97
May/23/2013 273781		8	1391 *	712.80	712.80	77664.17
May/23/2013 273783		8	1392 *	2406.25	2406.25	75257.92
May/23/2013 273785		8	1393 *	10698.29	10698.29	64559.63
May/23/2013 273787		8	1394 *	1237.50	1237.50	63322.13
May/23/2013 273789		8	1395 *	1485.00	1485.00	61837.13
May/23/2013 273791		8	1396 *	3737.71	3737.71	58099.42
May/23/2013 273793		8	1397 *	2593.80	2593.80	55505.62
May/23/2013 273795		8	1398 *	675.00	675.00	54830.62
May/23/2013 273797		8	1399 *	3542.40	3542.40	51288.22
May/23/2013 273799		8	1400 *	6256.16	6256.16	45032.06
May/23/2013 273801		8	1401 *	1725.00	1725.00	43307.06
Jun/ 3/2013 274467		8	1402 *	1980.00	1980.00	41327.06
Jun/ 3/2013 274469		8	1403 *	1806.39	1806.39	39520.67
Jun/ 3/2013 274471		8	1404 *	967.40	967.40	38553.27
Jun/ 3/2013 274473		8	1405 *	2227.50	2227.50	36325.77
Jun/ 4/2013 274481		8	1406 *	3148.75	3148.75	33177.02
Jun/ 4/2013 274483		8	1407 *	2902.20	2902.20	30274.82
Jun/ 4/2013 274485		8	1408 *	1168.75	1168.75	29106.07
Jun/11/2013 274598		8	1409 *	12460.36	12460.36	16645.71
Jun/11/2013 274600		8	1410 *	3814.67	3814.67	12631.04
Jun/11/2013 274602		8	1411 *	2148.05	2148.05	10682.99
Jun/11/2013 274604		8	00023 *		200000.00	210682.99
Jun/11/2013 274606		8	BOT *	15.00	15.00	210667.99
Jun/11/2013 274608		8	1419 *	13130.52	13130.52	197537.47
Jun/11/2013 274610		8	1420 *	754.27	754.27	196783.20
Jun/11/2013 274612		8	1421 *	3011.25	3011.25	193771.95
Jun/11/2013 274614		8	1422 *	852.50	852.50	192919.45
Jun/11/2013 274616		8	1423 *	6730.11	6730.11	186189.34
Jun/11/2013 274618		8	1424 *	8096.22	8096.22	178093.12
Jun/11/2013 274620		8	1425 *	11605.74	11605.74	166487.38
Jun/11/2013 274622		8	1426 *	43648.28	43648.28	122839.10
Jun/17/2013 274710		8	1427 *	2090.00	2090.00	120749.10
Jun/18/2013 274767		8	1409 *	-12460.36	-12460.36	133209.46
Jun/18/2013 274769		8	1428 *	12460.36	12460.36	120749.10
Jun/19/2013 274771		8	1429 *	9729.39	9729.39	111019.71
Jun/19/2013 274773		8	1430 *	1512.50	1512.50	109507.21
Jun/19/2013 274775		8	1431 *	967.40	967.40	108539.81
Jun/19/2013 274777		8	1432 *	1237.50	1237.50	107302.31
Jun/19/2013 274779		8	1433 *	6413.66	6413.66	100888.65
Jun/25/2013 274900		8	1434 *	3080.00	3080.00	97808.65

Date	Received From/Paid To	Matter	Acc#	Che/Rec#/CLR/Stch	Allocated	Entry Tot	Running Bal
Entry #	Explanation	Client			Cheque	Receipt	
Jun/25/2013 274902		8	1435 *	Tri Med Investme	7178.40		90630.25
Jul/ 1/2013 275043		8	1436 *	Tri Med Investme	1347.50		89282.75
Jul/ 1/2013 275045		8	1437 *	Tri Med Investme	6806.25		82476.50
Jul/ 1/2013 275047		8	1438 *	Tri Med Investme	2902.20		79574.30
Jul/ 1/2013 275051		8	1439 *	Tri Med Investme	3032.55		76541.75
Jul/ 2/2013 275639		8	1440 *	Tri Med Investme	1416.25		75125.50
Jul/ 2/2013 275641		8	1441 *	Tri Med Investme	1842.50		73283.00
Jul/ 2/2013 275643		8	1442 *	Tri Med Investme	1031.25		72251.75
Jul/ 2/2013 275645		8	1443 *	Tri Med Investme	967.40		71284.35
Jul/ 3/2013 275653		8	1444 *	Tri Med Investme	2021.50		69262.85
Jul/ 3/2013 275655		8	1445 *	Tri Med Investme	967.40		68295.45
Jul/ 3/2013 275657		8	1446 *	Tri Med Investme	1100.00		67195.45
Jul/ 3/2013 275659		8	1447 *	Tri Med Investme	742.50		66452.95
Jul/10/2013 275778		8	1448 *	Tri Med Investme	7420.26		59032.69
Jul/10/2013 275780		8	1449 *	Tri Med Investme	921.25		58111.44
Jul/10/2013 275782		8	1450 *	Tri Med Investme	1168.75		56942.69
Jul/10/2013 275784		8	1451 *	Tri Med Investme	4551.15		52391.54
Jul/10/2013 275786		8	1452 *	Tri Med Investme	5789.07		46602.47
Jul/15/2013 275861		8	1453 *	Tri Med Investme	1097.77		45504.70
Jul/15/2013 275863		8	1454 *	Tri Med Investme	967.40		44537.30
Jul/15/2013 275865		8	1455 *	Tri Med Investme	967.40		43569.90
Jul/15/2013 275867		8	1457 *	Tri Med Investme	967.40		42602.50
Jul/15/2013 275869		8	1458 *	Tri Med Investme	990.00		41612.50
Jul/15/2013 275871		8	1459 *	Tri Med Investme	969.38		40643.12
Jul/15/2013 275873		8	1460 *	Tri Med Investme	1175.63		39467.49
Jul/15/2013 275875		8	1461 *	Tri Med Investme	1109.90		38357.59
Jul/17/2013 275908		8	1462 *	Tri Med Investme	1530.69		36826.90
Jul/18/2013 275928		8	1463 *	Tri Med Investme	2090.00		34736.90
Jul/18/2013 275930		8	1464 *	Tri Med Investme	2145.00		32591.90
Jul/19/2013 275945		8	1465 *	Tri Med Investme	22754.10		9637.80
Jul/25/2013 276063		8	1466 *	Tri Med Investme	652.50		8985.30
Jul/25/2013 276065		8	1467 *	Tri Med Investme	2213.21		6772.09
Jul/25/2013 276067		8	1468 *	Tri Med Investme	967.44		5804.65
Jul/25/2013 276069		8	1469 *	Tri Med Investme	1311.19		4493.46
Jul/25/2013 276071		8	1470 *	Tri Med Investme	1109.88		3383.58
Jul/25/2013 276073		8	1471 *	Tri Med Investme	1109.88		2273.70
Jul/25/2013 276075		8	1472 *	Tri Med Investme	1842.50		431.20
Jul/25/2013 276077		8	1471 *	Tri Med Investme	-1109.88		1541.08
Jul/30/2013 276130		8	00024 *	Tri Med Investme		200000.00	201541.08
Jul/30/2013 276132		8	BOT *	Tri Med Investme	15.00		201526.08
Jul/30/2013		8	1473 *				

Date	Entry #	Received From/Paid To Explanation	Matter	Acc#	Che/Rec#/Clr/Btch	Allocated		Entry Tot	Running Bal
						Cheque	Receipt		
	276150				Tri Med Investme	1038.23		1038.23	200487.85
Jul/31/2013	276152			8	1474 *				
Jul/31/2013	276154			8	1475 *	1038.23		1038.23	199449.62
Jul/31/2013	276156			8	1476 *	2516.25		2516.25	196953.37
Jul/31/2013	276160			8	1478 *	2585.00		2585.00	194348.37
Aug/ 1/2013	276616			8	1479 *	1934.80		1934.80	192413.57
Aug/ 1/2013	276618			8	1480 *	6277.23		6277.23	166136.34
Aug/ 1/2013	276620			8	1481 *	1347.50		1347.50	184788.84
Aug/ 5/2013	276828			8	1482 *	2722.50		2722.50	182066.34
Aug/ 5/2013	276846			8	1483 *	1696.39		1696.39	180369.95
Aug/ 5/2013	276848			8	1484 *	1168.75		1168.75	179201.20
Aug/ 5/2013	276850			8	1485 *	1842.50		1842.50	177358.70
Aug/ 5/2013	276852			8	1486 *	1416.25		1416.25	175942.45
Aug/ 8/2013	276885			8	1487 *	1416.25		1416.25	174526.20
Aug/ 8/2013	276887			8	1488 *	967.40		967.40	173558.80
Aug/ 8/2013	276889			8	1489 *	967.40		967.40	172591.40
Aug/ 8/2013	276891			8	1490 *	967.40		967.40	171624.00
Aug/ 8/2013	276893			8	1491 *	967.40		967.40	170656.60
Aug/ 9/2013	276955			8	1492 *	1153.34		1153.34	169503.26
Aug/ 9/2013	276957			8	1493 *	1980.00		1980.00	167523.26
Aug/14/2013	277017			8	1494 *	2268.75		2268.75	165254.51
Aug/14/2013	277019			8	1495 *	1663.75		1663.75	163590.76
Aug/14/2013	277021			8	1496 *	3252.63		3252.63	160337.93
Aug/14/2013	277023			8	1497 *	962.50		962.50	159375.43
Aug/14/2013	277025			8	1498 *	1113.92		1113.92	158261.51
Aug/15/2013	277037			8	1499 *	3530.81		3530.81	154730.70
Aug/15/2013	277039			8	1499 *	-3530.61		-3530.61	151199.89
Aug/15/2013	277041			8	1500 *	2778.92		2778.92	154730.70
Aug/19/2013	277061			8	1501 *	2778.92		2778.92	151951.78
Aug/21/2013	277112			8	1502 *	16503.04		16503.04	135448.74
Aug/21/2013	277114			8	1503 *	992.75		992.75	134455.99
Aug/21/2013	277116			8	1504 *	1416.25		1416.25	133039.74
Aug/21/2013	277118			8	1505 *	742.50		742.50	132297.24
Aug/21/2013	277120			8	1506 *	967.40		967.40	131329.84
Aug/21/2013	277122			8	1507 *	967.40		967.40	129395.04
Aug/21/2013	277124			8	1508 *	967.40		967.40	128427.64
Aug/21/2013	277126			8	1509 *	1097.75		1097.75	127329.89
Aug/21/2013	277128			8	1510 *	994.26		994.26	126335.63
Aug/21/2013	277130			8	1511 *	1097.75		1097.75	125237.88
Aug/21/2013	277132			8	1512 *	3430.17		3430.17	121807.71
Aug/21/2013	277134			8	1511 *	-1097.75		-1097.75	122905.46
Aug/21/2013				8	1513 *				

Data	Entry #	Received From/Paid To Explanation	Matter	Client	Allocated		Entry Tot	Running Bal
					Cheque	Receipt		
	277136			Tri Med Investme	1097.75		1097.75	121807.71
Aug/29/2013	277170			8 1514 *				
	277170			Tri Med Investme	1168.75		1168.75	120638.96
Aug/29/2013	277172			8 1515 *				
	277172			Tri Med Investme	967.40		967.40	119671.56
Aug/29/2013	277174			8 1516 *				
	277174			Tri Med Investme	2158.75		2158.75	117512.81
Aug/29/2013	277176			8 1517 *				
	277176			Tri Med Investme	967.40		967.40	116545.41
Aug/29/2013	277178			8 1518 *				
	277178			Tri Med Investme	967.40		967.40	115578.01
Aug/29/2013	277180			8 1519 *				
	277180			Tri Med Investme	1263.98		1263.98	114314.03
Aug/29/2013	277182			8 1520 *				
	277182			Tri Med Investme	2406.25		2406.25	111907.78
Aug/29/2013	277184			8 1521 *				
	277184			Tri Med Investme	967.41		967.41	110940.37
Aug/29/2013	277186			8 1522 *				
	277186			Tri Med Investme	1104.91		1104.91	109835.46
Aug/29/2013	277188			8 1523 *				
	277188			Tri Med Investme	972.29		972.29	108863.17
Aug/29/2013	277190			8 1524 *				
	277190			Tri Med Investme	3523.49		3523.49	105339.68
Aug/29/2013	277192			8 1525 *				
	277192			Tri Med Investme	3609.45		3609.45	101730.23
Sep/ 4/2013	277849			8 1526 *				
	277849			Tri Med Investme	3580.13		3580.13	98150.10
Sep/ 4/2013	277851			8 1527 *				
	277851			Tri Med Investme	1038.20		1038.20	97111.90
Sep/ 4/2013	277853			8 1528 *				
	277853			Tri Med Investme	1636.25		1636.25	95475.65
Sep/ 4/2013	277855			8 1529 *				
	277855			Tri Med Investme	5961.33		5961.33	89514.32
Sep/ 4/2013	277857			8 1530 *				
	277857			Tri Med Investme	1237.50		1237.50	88276.82
Sep/ 4/2013	277859			8 1531 *				
	277859			Tri Med Investme	2585.00		2585.00	85691.82
Sep/11/2013	277939			8 1532 *				
	277939			Tri Med Investme	7704.66		7704.66	77987.16
Sep/11/2013	277941			8 1533 *				
	277941			Tri Med Investme	967.40		967.40	77019.76
Sep/11/2013	277943			8 1534 *				
	277943			Tri Med Investme	967.40		967.40	76052.36
Sep/11/2013	277945			8 1535 *				
	277945			Tri Med Investme	967.40		967.40	75084.96
Sep/11/2013	277947			8 1536 *				
	277947			Tri Med Investme	3831.57		3831.57	71253.39
Sep/12/2013	278017			8 1537 *				
	278017			Tri Med Investme	1961.66		1961.66	69291.73
Sep/12/2013	278019			8 1538 *				
	278019			Tri Med Investme	1104.95		1104.95	68186.78
Sep/12/2013	278021			8 1539 *				
	278021			Tri Med Investme	1607.45		1607.45	66579.33
Sep/12/2013	278023			8 1540 *				
	278023			Tri Med Investme	1106.95		1106.95	65472.38
Sep/12/2013	278025			8 1541 *				
	278025			Tri Med Investme	1038.20		1038.20	64434.18
Sep/12/2013	278027			8 1542 *				
	278027			Tri Med Investme	2337.50		2337.50	62096.68
Sep/12/2013	278029			8 1543 *				
	278029			Tri Med Investme	3056.99		3056.99	59039.69
Sep/12/2013	278031			8 1544 *				
	278031			Tri Med Investme	2229.51		2229.51	56810.18
Sep/12/2013	278033			8 1545 *				
	278033			Tri Med Investme	1416.25		1416.25	55393.93
Sep/12/2013	278035			8 1546 *				
	278035			Tri Med Investme	1883.75		1883.75	53510.18
Sep/17/2013	278121			8 1547 *				
	278121			Tri Med Investme	2090.00		2090.00	51420.18
Sep/17/2013	278123			8 1548 *				
	278123			Tri Med Investme	44397.73		44397.73	7022.45
Sep/17/2013	278125			8 1549 *				
	278125			Tri Med Investme	1526.25		1526.25	5496.20
Sep/17/2013	278131			8 1552 *				
	278131			Tri Med Investme	605.00		605.00	4891.20
Sep/17/2013	278133			8 1553 *				
	278133			Tri Med Investme	1448.89		1448.89	3442.31
Sep/17/2013	278135			8 1554 *				
	278135			Tri Med Investme	2406.25		2406.25	1036.06
Sep/17/2013	278137			8 00025 *				
	278137			Tri Med Investme		300000.00	300000.00	301036.06
Sep/17/2013	278139			8 BOT *				
	278139			Tri Med Investme	15.00		15.00	301021.06
Sep/17/2013	278141			8 1555 *				
	278141			Tri Med Investme	1842.50		1842.50	299178.56
Sep/17/2013				8 1556 *				

Marlowe McNabb P.A.
Trust Bank Journal
Oct/ 1/2010 To Mar/ 7/2014

Date	Entry #	Received From/Paid To Explanation	Matter	Client	Allocated		Entry Tot	Running Bal
					Acc#	Che/Rec#/Clr/Btch		
	278143			Tri Med Investme			3737.64	295440.92
Sep/26/2013	278288			8 1557 *			3739.89	291701.03
Sep/27/2013	278290			8 1558 *			10047.99	281653.04
Oct/ 2/2013	278830			8 1559 *			7285.47	274367.57
Oct/ 2/2013	278832			8 1560 *			1192.50	273175.07
Oct/ 7/2013	278895			8 1561 *			5880.33	267294.74
Oct/30/2013	279306			8 1563 *			11238.00	256056.74
Oct/30/2013	279308			8 1564 *			16322.03	239734.71
Oct/30/2013	279310			8 1565 *			6098.20	231636.51
Oct/30/2013	279312			8 1566 *			27128.89	204507.62

*** Trust Bank Journal - Bank Account Summary ***

Bank Account	Open Bal	Check Tot	Rept Tot	Balance
4 - Bnk of Tpa Trust	10471.49	0.00	0.00	10471.49
8 - Marlowe McNabb PA, TAF TRI-MED CORP	0.00	2602937.13	2807444.75	204507.62
Total:	10471.49	2602937.13	2807444.75	214979.11

REPORT SELECTIONS - Trust Bank Journal

Layout Template	Default
Advanced Search Filter	None
Requested by	Steve
Finished	Friday, March 07, 2014 at 01:33:21 PM
Ver	10.0 SP5 (10.05.20100909)
Date Range	Oct/ 1/2010 To Mar/ 7/2014
Account	6 -
Check/Receipt #	All
Receipt/Disb	All
Received From/Paid To	All
Sort by	Date
Include Daily totals	Yes
Totals Only	No
Include Corrected Entries	No
Include Void/NSF Items Only	No
Show Only TAF Eligible Entries	No
Show Only Amount Over	No
Include Negative Amount	No
Payment Method	Cheque, Cash, Credit Card, Bank Chk, Dir Dpst, Money Order, Other, Wire, Crtfd Chk,
Include Matter to Matter Transfer	Yes
Date Range for Date Entered	ALL DATES
Show Client Name as at Date Entered	No

Printed from

Register

EXHIBIT 35

LEGAL PRINCIPALS OF TRIMED CORPORATION

PRIMARY TRUST ATTORNEY:

Steven Marlowe

Marlowe, McNabb, P.A.

813-251-3013

SECONDARY TRUST ATTORNEY:

Brian Stayton

The Stayton Law Group, P.A.

813-662-9829

CERTIFIED PUBLIC ACCOUNTANT:

Heather Brown

Kingery & Crouse, P.A.

813-874-1280

SECURITIES ATTORNEY:

John A. Schifino

Williams, Schifino, P.A.

813-221-2626

EXHIBIT 36

**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-CA

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

Defendants.

_____ /

AFFIDAVIT OF WILLIAM J. SCHIFINO, JR.

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, appeared William J. Schifino, Jr., who, first being duly sworn, deposes and says:

1. I am over the age of eighteen and am competent to testify about the matters herein. This affidavit is based upon information personally known to me.

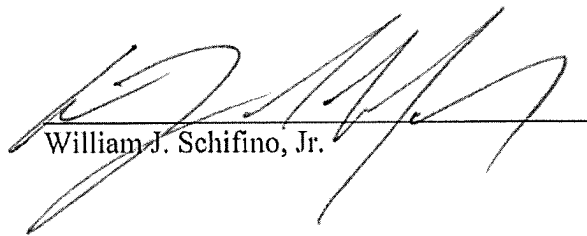
2. I have been a practicing attorney in Florida for 28 years. I am the President of Williams Schifino Mangione & Steady, P.A. ("WSMS"), and the Managing Partner of the Tampa office of Burr & Forman LLP ("B&F").

3. At my direction, searches were conducted of both WSMS and B&F client databases to determine whether any previous work was performed for the following entities and

individuals: any entity beginning with the title "Tri-Med," Jeremy Anderson, Anthony N. Nicholas, Eric Ager, Irwin Ager, Teresa Simmons a/k/a Teresa Bordinat, TMFL Holdings, and Interventional Pain Center (collectively, the "Tri-Med Parties").

4. Our search indicates that neither WSMS nor B&F has ever performed any services for, nor been retained by, the Tri-Med Parties.

FURTHER AFFIANT SAYETH NAUGHT.

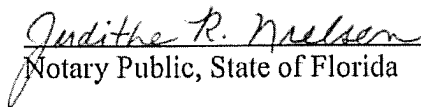

William J. Schifino, Jr.

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 1st day of April, 2014, by William J. Schifino, Jr., who is personally known to me, or has produced _____ as identification.



JUDITHE R. NIELSEN
MY COMMISSION # FF 011874
EXPIRES: May 7, 2017
Bonded Thru Budget Notary Services


Notary Public, State of Florida

Printed Name: JUDITHE R. NIELSEN

My Commission Expires: May 7, 2017

EXHIBIT 37



October 24, 2011

Tri Med Corporation
34931 US Hwy 19
Palm Harbor, Florida 34684

Re: Security Exemption of Company

Dear Sirs:

After conducting my research and careful review of your files, I have arrived at the following opinion of your proposed business operations. Please note, in order that this firm may serve you and your corporation best, it is imperative that I have a complete understanding of all pertinent facts. Therefore, please contact me if any of the following facts that I have reiterated below are incorrect:

It is my understanding that Tri Med Corporation (Corporation) is a duly registered corporation in the state of Florida.

WHEREAS, the Corporation is offering to borrow certain sums of money from Holder pursuant to a plan for purchase of Letters of Protection from certain medical professionals; and

WHEREAS, the Corporation is offering the notes pursuant to certain registration exemptions contained in federal and Florida securities laws;

NOW, THEREFORE, in consideration of the mutual promises contained below and the Corporation and the Holder will agree as follows:

1. *Disclosure by Corporation.* The Corporation hereby discloses the information set forth in this Paragraph I. to the Holder in connect with the offer and sale of the promissory notes by the Corporation:
 - a. The notes have not been registered under the federal Securities Act of 1933, as amended (the "Federal Act"), and are being offered and sold by the Corporation pursuant to a registration exemption.
-

- b. During the period of the notes, all resales, pledges, hypothecations, or other transfers of the notes by any person or business organization shall, subject to the further terms of an Agreement, including the provisions of the legend set forth in subparagraph (c) below and may be made only to persons or business organizations having a principal residence or principal office, respectively, within the State of Florida.
- c. A legend has been, or will be, placed on each certificate or other document evidencing any of the notes in substantially the following form:

THESE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND, THE NOTES IN THE OFFERING OF WHICH THESE NOTES ARE A PART, MAY NOT BE RESOLD OR TRANSFERRED WITHOUT THE WRITTEN PERMISSION OF THE CORPORATION.

- d. Stop transfer instructions to the appropriate officers of the Corporation have been, or will be, placed in the Corporation's records with respect to the notes so as to restrict the resale, pledge, hypothecation, or other transfer thereof, subject to the further terms of an Agreement.
- e. The notes have not been registered under the Florida Securities Act, as amended (the "Florida Act"), and are being offered and sold by the Corporation pursuant to a registration exemption.
- f. The Corporation reasonably believes that the Holder is purchasing for investment, has no information to the contrary, and through Paragraph 2 below is hereby obtaining a signed statement to that effect from the Holder prior to the purchase of any of the notes by the Holder.
- g. The proceeds from the notes will be deposited into an attorney trust account. Funds from Holder and other Holders will be pooled for the purpose of purchasing Letters of Protection. Letters of protection are issued to attorneys who are handling personal injury case. They are often issued to medical providers. The purpose of the Letter of Protection is to assure the medical provider that payments for services will be paid out of settlement funds received in settling the patient's personal injury claim.
- h. When sufficient funds are accumulated, the Corporation will purchase Letters of Protection from medical providers at a discount

from the fees for the medical services. These Letters of Protection will be held by the Corporation until the personal injury case is

- i. settled and payment is made from the settlement for the medical services.
 - j. There are a number of risks encountered by the Holder. While the term of the notes will be for Twenty-Four (24) months, settlement of the personal injury cases that will fund repayment of the Promissory Notes can take more than Twenty-four (24) months. In the event that repayment is extended, the Corporation will continue to credit interest to the Notes. The injured party or their attorney may decide not to pursue a case or there may be a verdict of no liability or damages in the trial of a case resulting in no payment related to the Letter of Protection. In addition, cases may be settled or result in a verdict for less than the amount of any given Letter of Protection.
 - k. The Corporation will be solely responsible for negotiating amounts of payments for the Letters of Protection. It is the intent of the Corporation to segregate the letters of protection purchased with a given pool of money for the purpose of funding interest and repayment of promissory notes.
2. *Representations of the Holder.* In connection with the Holder's purchase pursuant to an Agreement, the Holder represents and warrants, which representations and warranties shall survive the consummation of the Holder's purchase pursuant to this Agreement, as follows:
- a. The Holder's principal residence or principal office, as the case may be, is located within the State of Florida.
 - b. The Holder is aware that no market may exist for the resale of any of the notes purchased under an Agreement.
 - c. The Holder is purchasing for investment and not for the distribution of any of the notes purchased under an Agreement.
 - d. The Holder is aware of any and all restrictions imposed by the Corporation on the further distribution of the notes, including, but not limited to, any restrictive legends appearing on the certificate(s) and/or other document(s) evidencing any of the notes, required holding periods, stop transfer orders, or buy-back rights of the Corporation or security holders thereof.

3. *Offer.* The Corporation hereby offers and agrees to sell to the Holder, and the Holder hereby accepts such offer and subscribes for one hundred (100) shares of the Promissory notes, at a price of Ten Dollars (\$10) per share, for an aggregate purchase price of One Thousand Dollars (\$1,000). The Holder agrees to pay such aggregate purchase price to the Corporation, in cash or by check, contemporaneously with the execution of an Agreement by the Corporation and the Holder. The Corporation hereby acknowledges receipt of the foregoing subscription and agrees to issue one or more certificates for such shares upon receipt of payment of such aggregate purchase price.

This will be submitted on a confidential basis for use by a limited number solely in consideration of the sale of Notes. This constitutes an agreement on the part of the recipient hereof and the recipient's representatives to maintain the confidentiality of the information contained herein.

In evaluating the foregoing facts and the goals of your proposed business operations I have arrived at the opinion that there are many reasons why your company will be exempt from the registration requirements of the Securities Act of 1933, as amended (Securities Act) and the many "Blue Sky" laws of the state of Florida. A discussion of these exemptions follows. Again, if any of the above facts are incorrect please contact me for re-evaluation.

DISCUSSION

In November of 2007, the SEC adopted significant amendments to Rule 507, in regards to Limited Advertising Permitted. Rule 507 would permit an issuer in an exempt transaction to publish a limited announcement of an offering. The announcement would be required to state prominently that sales will be made to investors, that no money or other consideration is being solicited or will be accepted through the announcement and that the securities have not been registered with or approved by the Commission and are being offered and sold pursuant to an exemption.

A "Limited" offering (issuance of securities within a 12-month period) is exempt if made to no more than 35 purchasers.

The Rule 507 exemption shares the following characteristics with the Rule 506 exemption:

- a. It would allow an issuer to sell an unlimited amount of its securities to an unlimited number of investors who meet specified criteria-accredited investors in the case of Rule 506 transactions and large accredited investors in the case of Rule 507 transactions;

- b. Its availability would focus on purchasers, and not depend on the characteristics of offerees;
- c. It would place no restrictions on the payment of commission or similar transaction-related compensation;
- d. It would be non-exclusive, meaning that the issuer could choose to claim any other available exemption without the benefit of the rule*;

*An issuer engaging in the limited advertising permitted by Rule 507 may not be able to claim the Section 4(2) exemption if the activity has imparted a public character to the offering. See Release No. 33-7943 (Jan. 26, 2001) [66 FR 8881] (text accompanying n. 31), citing Release No. 33-4552 (Nov. 6, 1962) [27 FR 11316] (public advertising incompatible with claim of private offering).

- e. Securities acquired in a transaction under the rule would be subject to the limitations on resale under the Rule 502(d)* 17 CFR 502(d). and therefore would be treated as "restricted securities" as defined in Securities Act Rule 144(a)(3)(ii); 17 CFR 230.144(a)(3)(ii). In a companion release, we have proposed changes to Rule 144. Release No. 33-8813 (June 22, 2007) [72 FR 36822].

In addition, Rule 507 would include the same disqualifications provisions as below for other Regulation D exemptions. Currently, Rule 506 has no bad actor disqualification provisions.

Rule 507 differs from Rule 506:

- a. Large Accredited Investor Standard. Rule 507 is premised on the concept of large accredited investors. Rule 506 continues to be premised on the concept of accredited investors.
- b. Limited Advertising Permitted. Instead of a total ban on general solicitation and general advertising, as is the case in Rule 506 transactions, issuers in Rule 507 transactions could engage in limited advertising that satisfies the requirements of the rule. All other general solicitation and advertising would be prohibited.
- c. Limited Sales to Persons Who Do Not Qualify as Large Accredited Investors. In Rule 506 transactions, issuers may sell securities to an unlimited number of accredited investors and up to 35 non-accredited investors.

Private Placement Exemption

Companies that do not wish to raise money in an expensive public offering registered with the SEC usually seek funds in a transaction exempt from registration, a "private placement". Private placements are sales generally of restricted common stock, typically under SEC Regulation D, which provides a safe harbor exemption from the registration requirements of the Securities Act of 1933 ("1933 Act"). Regulation D sets

forth rules governing three (3) types of Private Placement offerings commonly known as a 504, 505 and 506 offering.

While exempt from registration requirements for the 1933 Act, a private placement offering is not exempt from the fraud provisions of the 1933 Act and requires careful compliance with the relied upon exemption. In addition, the offering and sale must comply with state securities laws ("blue sky laws"). An issuing company failing to qualify for an exemption relied upon can face severe penalties and possible criminal repercussions. Securing competent counsel is a very important step in conducting a private placement offering.

Interstate Exemption

Section 3(a) (11) of the Securities Act of 1933, as amended (Securities Act) provides an exemption from the registration requirements of Section 5 of the Securities Act for "[A]ny security which is a part of an issue offered and sold only to persons resident within a single State or Territory, where the issuer of such security is a person resident and doing business within or, if a corporation, incorporated by and doing business within, such State or Territory." ("Intrastate Exemption") Rule 147 promulgated under the Securities Act provides for further application of the Intrastate Exemption.

In addition to complying with Rule 147, Issuers and their counsel need to be cognizant of and comply with applicable state securities laws regulating intrastate offerings. The Intrastate Exemption is only available for bona fide local offerings. That is, the Issuer must be a resident of, and doing business, within the state in which all offers and sales are made and no part of the offering may be offered or sold to nonresidents. Because of the strict rules against any sales or offers to non-residents, Issuers conducting concurrent or consecutive offerings, need to be extra careful to avoid the integration of any non-intrastate transactions with the Intrastate Exemption. Integration occurs when two or more offerings are considered a single offering such that all requirements for the exemption relied on in each offering must be present for each and every sale in all of the integrated offerings.

Mandate of Truthfulness

In offerings made in reliance on Rule 505 or 506 of Regulation D or on Rule 144A, specific requirements relating to information to be furnished by the issuer to the purchasers may have to be met. Where these requirements apply, many lawyers expressly assume that they have been satisfied. The statute itself (i.e., Section 4(2)) does not contain any information requirement, but even when no information requirement is applicable some lawyers nevertheless expressly assume the adequacy

of the information disclosed to investors (whether by delivery or by access). The concern giving rise to this assumption may derive from the decision of the Second Circuit Court of Appeals in *SEC v. Manor Nursing Centers, Inc.*, 458 F.2d 1082, 1098-1100 (2d Cir. 1972), which imposed "a mandate of truthfulness" on exempt offerings. Although the implications of this holding have been criticized for making every antifraud lawsuit under the securities laws relating to exempt offerings also a potential claim for violation of Section 5, and in the private placement context may have been substantially circumscribed by *Gustafson v. Alloyd Co., Inc.*, 513 U.S.

CONCLUSION

In my opinion, based on the foregoing and having regard for such legal considerations as we have deemed relevant, we are of the opinion that:

a. Tri Med Corporation will be exempt from the registration requirements of the Securities Act of 1933, as amended (Securities Act) and the many "Blue Sky" laws of the state of Florida, according to Regulation D, Rule 504, 505, 506, and recently passed amended 507.

We by this letter consent to the filing of this opinion as an Exhibit to the Registration Statement and to the reference to this firm in the Registration Statement and the related prospectus under the heading "Legal Matters," without admitting that we are "experts" within the meaning of the Act or the rules and regulations of the Securities and Exchange Commission issued under them with respect to any part of the Registration Statement including this Exhibit.

Very truly yours,



Matthew Thompson, Esq.
Broad and Cassel

/ct

EXHIBIT 38

COPY



MEMORANDUM

December 7, 2012

ATTORNEY-CLIENT PRIVILEGE; ATTORNEY WORK PRODUCT

TO: TRI-MED CORPORATION
FROM: STOEL RIVES, LLP
RE: Investments in Letters of Protection

You have requested our advice regarding the application of federal and state securities laws to the operations of Tri-Med Corporation, a Florida corporation ("Tri-Med"). This memorandum summarizes our understanding of the business conducted by Tri-Med and the implications under federal and state securities laws. This memorandum also sets forth certain recommendations for Tri-Med regarding its operations going forward to ensure compliance with securities laws.

Current Operations of Tri-Med

Tri-Med is engaged in the business of purchasing letters of protection from surgical centers or other providers of medical care ("Healthcare Providers") in Florida. According to the Florida Bar, there is no clear legal definition of a "letter of protection" ("LOP") in Florida. Generally, an LOP is a letter signed by a patient, the patient's lawyer, or both, in which the signers promise to pay a Healthcare Provider for medical services out of any recovery achieved by a settlement or judgment relating to the patient's personal injury case. Although LOPs often refer to liens against a personal injury case or the expected recovery, there is rarely any statutory or judicial basis for the use of such term, and there is almost always a lack of any information as to how such claimed liens can be perfected or enforced except through litigation.¹ If there is no recovery by the patient, the patient generally remains liable to the Healthcare Provider for the cost of the services provided.

Tri-Med has established relationships with a number of Healthcare Providers and a small number of personal injury attorneys in Florida. In appropriate cases, Tri-Med will offer to purchase LOPs from Healthcare Providers at a significant discount to the amount owed to the Healthcare Provider. The Healthcare Provider sells and assigns the applicable account receivable and all of its rights to payment under the LOP to Tri-Med. Neither the patient nor the lawyer is a party to the transaction between the Healthcare Provider and Tri-Med.

¹ Professional Ethics of the Florida Bar Opinion 02-4, April 2, 2004.

If a recovery is achieved by settlement or judgment, the applicable attorney makes arrangements to pay Tri-Med the amount owed on the LOP out of the proceeds received. Due to the large discount, Tri-Med earns a substantial profit when recovery is achieved. If there is no recovery, however, Tri-Med typically does not seek to obtain payment from the patient and suffers a loss equal to the purchase price paid for the applicable LOP.

Funding for LOP Purchases

Tri-Med has two individual shareholders (the "Shareholders"). The Shareholders have contributed approximately \$500,000 (\$250,000 each) of capital to Tri-Med.

Tri-Med has obtained additional financing through the sale of Monthly Income Agreements with individual investors (the "Investors"). Pursuant to each Monthly Income Agreement, Tri-Med promises to pay a fixed amount of interest to the Investor each month for twenty-four months. The monthly payments are reduced to the extent the Investor receives a return of principal.

Each Monthly Income Agreement purports to be linked to one or more LOPs pursuant to an assignment. The aggregate amount of the healthcare bills covered by the assigned LOPs is intended to equal the amount of the Investor's investment.

If any underlying lawsuit related to the LOPs linked to the Investor's investment is not settled or resolved within the 24-month period of the Monthly Income Agreement, the Investor can demand payment in full of the remaining investment, or elect to continue to receive monthly interest payments until the applicable lawsuit(s) are settled.

Tri-Med informs each Investor that Tri-Med has \$500,000 on deposit as "insurance" to be used if a lawsuit drags on longer than 24 months, or a lawsuit is settled for less than the amount of the investment, or a lawsuit is dropped. Tri-Med specifically states that it "agrees to fund any additional amount needed to equal the return of investor's original investment."

To date, Tri-Med has not failed to pay the full amount of interest and principal due on any Monthly Income Agreement.

Offers and Sales of Monthly Income Agreements

Initially, Tri-Med offered and sold Monthly Income Agreements to a few individuals known to Tri-Med management. Tri-Med has since established relationships with five or six CPAs and Certified Financial Planners, who introduce Investors to Tri-Med. Tri-Med pays these CPAs and financial planners a 5% commission for introducing investors who purchase Monthly Income Agreements.

To date, Tri-Med has offered and sold Monthly Income Agreements to over 100 Investors, raising a total of \$7 million. Based on advice from Florida counsel, Tri-Med formed three separate corporations, Tri-Med Corporation, Tri-Med Corporation B and Tri-Med Corporation C (the "Operating Entities") to purchase LOPs and enter into Monthly Income Agreements. All of the Operating Entities are owned 50/50 by Jeremy Anderson and Anthony N. Nicholas III. Each

Operating Entity has sold Monthly Income Agreements to no more than 35 Investors. All of the current investors reside in the state of Florida. Each Monthly Income Agreement provides for a three-day Right of Rescission.

As described below, the 35 investor limitation and the Right of Rescission indicate that Tri-Med was attempting to comply with the private placement exemption under the Florida Securities and Investor Protection Act (the "Florida Securities Act").

Documentation and Disclosure to Investors

Other than the form of Monthly Income Agreement and assignments of interest relating to specific LOPs, Tri-Med has not provided any other documentation to investors. Tri-Med has not obtained investor questionnaires or other representations from Investors regarding their status as "accredited investors" under the securities laws, nor has it obtained representations regarding investment intent, access to information or disclosure. Tri-Med has not used a private placement memorandum, nor has it provided investors with a summary of the risks related to investing in the Monthly Income Agreements. Further, although the Monthly Income Agreements purport to be linked to specific LOPs relating to specific lawsuits, Tri-Med has not provided Investors with specific details about the parties, their attorneys, the underlying claims or the merits of the lawsuits.

The documentation contains several statements that might be inaccurate or misleading. For example, the Monthly Income Agreement states that the investment is backed by an insurance company.

Securities Law Compliance Issues

Tri-Med's Monthly Income Agreements are Securities

The definition of what constitutes a security under federal and state securities laws is very broad. Among other things, the definition includes any note, any evidence of indebtedness and any investment contract. While the Monthly Income Agreements entered into by Tri-Med are not labeled as "notes," they have the same general characteristics as a promissory note. Tri-Med agrees to repay the Investor the entire amount of the Investor's invested principal, together with a interest payments. Therefore, it is likely a court would view the Monthly Income Agreements as "promissory notes" for purposes of determining whether the Monthly Income Agreements constitute "securities" for purposes of federal and state securities laws.

While promissory notes are often securities, the courts have concluded that not all promissory notes are securities. In *Reves v. Ernst & Young*, the Supreme Court clarified the analysis to be applied to promissory notes. The test begins with a presumption that every note is a security. However, the presumption is rebuttable. There are several types of promissory notes that are not securities, including "the note delivered in a consumer financing, the note secured by a mortgage on a home, the short-term note secured by a lien on a small business or some of its assets, the note evidencing a character loan to a bank customer, short-term notes secured by an assignment of accounts receivable, or a note which simply formalizes an open-account debt incurred in the

ordinary course of business. If a note is not clearly one of these types of notes, the court then looks at a number of factors to determine whether the note bears a strong family resemblance to one of these types of instruments.

First, the court looks to the motivation of the parties. If the seller's purpose is for the general use of the enterprise or to finance substantial investments and the buyer is interested primarily in the profit the note is expected to generate, the instrument is likely to be a security. The court also looks at the plan of distribution for the instrument, the reasonable expectations of the investing public, and whether the existence of another regulatory scheme significantly reduces the risk of the instrument, thereby rendering application of the securities laws unnecessary.

The Monthly Income Agreements bear little resemblance to any of the enumerated types of notes that do not constitute securities.² Further, Tri-Med is clearly motivated by the desire to raise capital to finance its purchases of LOPs, while the Investors are motivated by the ability to earn relatively high rates of interest, or profit, from the Monthly Income Agreements. Finally, none of the other factors seems to rebut the presumption that the Monthly Income Agreements should constitute securities.

Even if it could be argued that the Monthly Income Agreements are not "notes" for purposes of the securities laws, the Monthly Income Agreements would constitute investment contracts that would be securities for purposes of the securities laws. In *SEC v. W.J. Howey*, the Supreme Court broadly defined "investment contract" as a "contract, transaction or scheme whereby a person invests his money in a common enterprise and is led to expect profits solely from the efforts of the promoter or a third party." Applying this test to the Monthly Income Agreements, the Investors are clearly investing money in a common enterprise. They are also passive investors relying solely on the efforts of Tri-Med's management to ensure that Tri-Med's operations generate sufficient cash to repay their investment plus a profit. Therefore, even if the Monthly Income Agreements are not "notes" they would still be securities under the Howey test.

While the foregoing discussion is limited to the definition of securities under federal securities laws, it is our understanding that Florida courts would likely apply a similar analysis. Therefore, the Monthly Income Agreements would also constitute securities under the Florida Securities Act.

As noted above, Tri-Med also agrees to fund any additional amounts necessary to equal a return of an Investor's original investment. This amounts to a guarantee by Tri-Med of the Monthly Income Agreements. This guarantee may also constitute a separate security if this guarantee is

² It could be argued that the Monthly Income Agreements constitute short-term notes secured by an assignment of an account receivable. However, a two-year note is not generally considered short term, and, further, it is not clear that the Monthly Income Agreements are in fact secured by an account receivable. Instead, it appears that Tri-Med is simply promising to repay an investor upon recovery from a specific LOP.

being made by an entity different from the Operating Entity that is party to the Monthly Income Agreement.

Federal Exemption from Registration

Given that the Monthly Income Agreements are securities, the offer and sale of the Monthly Income Agreements must either be registered under the Securities Act of 1933 (the "Securities Act") or an exemption from registration must be available. As described above, all of the Monthly Income Agreements to date have been sold to residents of Florida. Tri-Med has also assumed, without verifying, that the Investors are "accredited investors" as defined in Rule 501 under the Securities Act.

There are a number of exemptions that might apply to exempt the offering of the Monthly Income Agreements from federal registration. Given that all Investors have been residents of the State of Florida and the issuers are Florida corporations conducting substantial operations within the State of Florida, the offer and sale of the Monthly Income Agreements might be exempt from federal registration based on the intrastate offering exemption provided by Section 3(a)(11) under the Securities Act. If Tri-Med intends to continue to rely on this exemption, however, it should strengthen its procedures to ensure that the Florida residence of each investor is clearly established and otherwise comply with the safe harbor provisions of Rule 147 under the Securities Act.

In light of Tri-Med's belief that all Investors are "accredited investors," the offer and sale of the Monthly Income Agreements might also be exempt from federal registration under Section 4(6), Section 4(2), or the safe-harbor provisions of Regulation D under the Securities Act. However, Tri-Med's current level of due diligence and documentation are probably not sufficient to allow Tri-Med to confidently rely on these exemptions.

Florida Exemption from Registration

A separate exemption is generally required under state securities laws. One exception to this general rule, however, relates to private offerings of securities in accordance with Rule 506 of Regulation D under the Securities Act. If an issuer complies with Rule 506, the securities are "covered securities" and state regulation of covered securities is largely preempted. While states can require notice filings and collect small fees in connection with Rule 506 offerings, they cannot require registration or otherwise substantively regulate Rule 506 offerings.

As described above, Tri-Med's current procedures are probably not sufficient to establish reliance on Rule 506. Therefore, even if Tri-Med is able to argue that its offerings are exempt under another exemption, such as the intrastate offering exemption, a separate exemption under the Florida Securities Act is also required.

The exemption most commonly relied upon in Florida is the private placement exemption set forth in Section 517.061(11) of the Florida Securities Act (the "Florida Private Placement Exemption"). The Florida Private Placement Exemption allows an issuer to sell its securities to no more than 35 purchasers in any 12-month period without registration. The 35 purchaser limit does not include "accredited investors," purchasers who invest more than \$100,000, purchasers outside the State of Florida, or certain relatives or spouses of purchasers. In addition to the 35 purchaser limitation, the following requirements apply:

- There cannot be any public advertising or general solicitation of purchasers.
- Each purchaser must be provided with, or given reasonable access to, full and fair disclosure of all material information.
- No "dealer" can be paid a commission or compensation for the sale of the issuer's securities unless such person is registered as a dealer under the Florida Securities Act.
- When sales are made to five or more persons, any sale is voidable by the purchaser for three days after they tender payment to the issuer or receive notice of the right to void the purchase, whichever occurs later.

It is our understanding that Tri-Med has been attempting to comply with the requirements of the Florida Private Placement Exemption. Specifically, it has structured its offering using multiple corporations, no corporation has sold Monthly Income Agreements to more than 35 purchasers (whether accredited or not), and Tri-Med's documentation contains a notice informing purchasers of the right to rescind the purchase within three days. While these efforts demonstrate an intent to comply with the Florida Private Placement Exemption, it is not clear that Tri-Med has met all of the requirements of the exemption. For example, it is not clear that Tri-Med provided Investors with access to all material information or otherwise provided full and fair disclosure to Investors. It is also not clear whether all of the CPAs and financial planners who receive a commission from Tri-Med are licensed dealers under the Florida Securities Act. Further, the statements contained on Tri-Med's website, trimedcorp.com, likely constitute public advertising or general solicitation of purchasers. Finally, while Tri-Med used multiple entities to sell the Monthly Income Agreements, it is possible that the sales of Monthly Income Agreements by the entities would be integrated and deemed to be part of the same offering.³

Due to the deficiencies described above, Tri-Med cannot confidently rely on the Florida Private Placement Exemption for its prior sales of Monthly Income Agreements. As a result, Tri-Med and its principals have potential exposure to liability for claims by purchasers, as well as exposure for sanctions by Federal securities regulators.

³ See 69W-500.001 of the Florida Administrative Code. There are arguments against integration of the offerings; however, due to the other apparent deficiencies, we have not analyzed the validity of those arguments.

Dealer Registration Requirements

Under the Florida Securities Act, a “dealer” includes any issuer who, through persons either compensated or controlled by the issuer, engages in the business of offering or selling securities issued or proposed to be issued by the issuer.⁴ However, one additional benefit of complying with the Florida Private Placement Exemption is that it also exempts an issuer from the dealer registration requirements under the Florida Securities Act. If an issuer relies on another exemption under the Florida Securities Act for an offering of securities, it will likely be required to register itself and one or more of its officers as dealers.

While reliance on the federal Rule 506 exemption would eliminate the need for an issuer to rely on the Florida Private Placement Exemption, reliance on Rule 506 does not automatically preempt Florida’s dealer registration requirements. Although many states have specifically excluded agents or salespersons in 506 offerings from dealer registration requirements, Florida has not. Therefore, even in a Rule 506 offering, it might be advisable for an issuer to comply with the requirements of the Florida Private Placement Exemption, unless another exemption from the dealer registration requirements is available.

If an exemption from the Florida dealer registration requirements is not available for an offering, the issuer would be required to register as an issuer/dealer. In addition, the issuer can also register up to five individuals. The issuer/dealer registration requirements are less burdensome than the registration requirements for dealers generally.

Under the Securities Exchange Act of 1934 (the “Exchange Act”), any person who “make[s] use of the mails or any means or instrumentality of interstate commerce to effect any transaction in, or to induce or attempt to induce the purchase or sale of, any security. . .” is required to register as a broker-dealer. The requirements apply to the entity itself, not to the individual persons employed by the entity (though individuals, referred to as “associated persons” may have separate registration requirements). To determine if a firm must register as a broker-dealer under the Exchange Act, it must be determined whether the firm falls within the definition of a “broker” or “dealer.” The term “broker” is defined in the Exchange Act to mean “any person engaged in the business of effecting transactions in securities for the account of others.” The Exchange Act defines the term “dealer” as any person engaged in the business of buying and selling securities for his own account . . . but does not include . . . any person insofar as he buys or sells securities . . . not as part of a regular business.” A dealer is a person who both buys and sells securities for its own account. An issuer of securities is not considered to be a broker (because it is not selling securities for the account of others) or a dealer (because it is not both buying and selling its securities). Because Tri-Med is selling its own securities and not both buying and selling its securities, it should not be considered either a broker or a dealer under the Exchange Act. The same is true if the LOPs are considered to be securities—Tri-Med is only buying them for itself and not selling them, and accordingly should not be considered a broker or dealer under the Exchange Act. The individual officers and employees --“associated persons” --

⁴ See Section 517.021(6)(a) of the Florida Statutes.

of Tri-Med involved in the offerings of securities, however, may have to register under the Exchange Act unless they are exempt. A key factor is whether the issuer pays the associated person a transaction-based fee (e.g., a commission) in connection with a securities transaction.

Investment Company Act and Investment Advisers Act Issues

Tri-Med is engaged in the business of buying, owning and managing LOPs. Therefore, if the LOPs are securities for purposes of the federal and state securities laws, Tri-Med might have an obligation to register under the federal Investment Company Act and/or the Investment Advisers Act⁵ or under Florida (and other) analogous state laws.⁶ The registration process for registering as an investment adviser (under either Florida or other state law or with the SEC) can be a burdensome task. Once registered, an investment adviser remains subject to periodic examinations from the regulatory authority with whom it is registered and will be subject to extensive recordkeeping and various ongoing information and disclosures requirements including updating not less than annually its Form ADV and firm brochure.

It is unclear whether LOPs are securities. To our knowledge, this issue has not been addressed by Florida or federal courts. Even if they are not securities for purposes of the Securities Act and the Florida Securities Act, they could constitute securities for purposes of the federal Investment Company Act or the Investment Advisers Act or Florida law.

If LOPs are securities for purposes of the Investment Company Act and the Investment Advisers Act, the Operating Entities would need to register under those acts, unless an exemption is

⁵ Effective July 22, 2011, investment advisers with less than \$100 million in assets under management are prohibited from registering with the SEC and must register with the appropriate state securities regulator. Accordingly, if Tri-Med owns or manages LOPs in an aggregate amount of less than \$100 million—and if the LOPs are considered securities and if the owners of the notes are considered investment advisory clients—Tri-Med could only register as an investment adviser in Florida (and any other state in which it does business). If Tri-Med was otherwise required to register with the SEC as an investment adviser, there is an exemption available under Section 203A of the Investment Advisers Act if all of the advisers clients are residents of the same state in which the adviser maintains its principal office. If such exemption is available, the investment adviser nonetheless remains subject to any applicable state law provisions. *See* footnote 6 herein.

⁶ In Florida, an investment adviser is defined as “any person *who receives compensation, directly or indirectly, and engages for all or part of her or his time, directly or indirectly, or through publications or writings, in the business of advising others as to the value of securities or as to the advisability of investments in, purchasing of, or selling of securities, except a dealer whose performance of these services is solely incidental to the conduct of her or his business as a dealer and who receives no special compensation for such services.*” (emphasis added) F.S. 517.021(13)(a).

available. The Operating Entities might qualify for the exemption provided by Section 3(c)(1) of the Investment Company Act, because each Operating Entity has less than 99 Investors. This exemption also requires that the Operating Entity not conduct a public offering of securities, however, so the availability of this exemption depends in part on whether Tri-Med's prior sales of Monthly Income Agreements were exempt from registration under the Securities Act.

Due to the uncertainties regarding whether LOPs are securities, Tri-Med should probably structure future offerings in a manner that would ensure an exemption is available from the registration requirements of the Investment Company Act. Tri-Med should use a single entity and limit the total number of investors to no more than 99, as well as ensure that the entity conducts a valid private placement. If Tri-Med wishes to sell Monthly Income Agreements to a larger number of investors, it might be possible to use multiple entities, unless the multiple entities would be integrated for purposes of section 3(c)(1). Under the concept of "integration" (different from integration under the Securities Act), if a single promoter establishes more than one 3(c)(1) fund, the issue under the Investment Company Act becomes whether the entities should be integrated treated as a single entity—and if the multiple entities combined have more than 99 Investors, the exemption under Section 3(c)(1) of the Investment Company Act would not be available. The focus on determining whether any two entities relying on Section 3(c)(1) should be integrated is whether a reasonable investor qualified to invest in both entities would view an interest in one as materially different from an interest in the other. The SEC looks at whether the two entities have similar investment objectives, types of portfolio securities, and risk/return characteristics. Given the similarities of the LOPs purchased by the Operating Entities, if the LOPs are securities, it could be difficult to argue that the Operating Entities are materially different and should not be integrated. This issue would require further consideration and analysis.

Recommendations Regarding Prior Offerings

As described above, even if a valid federal exemption is available, Tri-Med cannot confidently rely on the Florida Private Placement Exemption for its prior sales of Monthly Income Agreements. As a result, Tri-Med and its principals have potential exposure to liability for claims by purchasers, as well as exposure for sanctions by Florida securities regulators.

Until the Investors are repaid in full, the only way to eliminate the potential claims by purchasers would be to conduct a rescission offer to all prior purchasers who purchased Monthly Income Agreements from the Operating Entities. A rescission offer essentially involves an offer to refund the purchase price to any purchaser who wishes to receive a refund. Because a rescission offer is also an offer to let purchasers keep their securities if they so choose, a rescission offer must either be registered or exempt from registration just like any other offer of securities. Purchasers must also be provided with all disclosure required under the exemption or applicable registration provisions. If the rescission offer could meet the requirements of the Florida Private Placement Exemption, Tri-Med would not be required to register the rescission offer with Florida securities regulators. If not, however, Tri-Med would need to register the rescission offer.

Tri-Med should consider whether the potential liability issues are significant enough to justify the substantial expenses and regulatory issues associated with a rescission offer. If Tri-Med believes it is in a position to repay all of its Investors in full in accordance with the terms of its Monthly Income Agreements or earlier, if demanded, the potential liability for investor claims might be low. If, on the other hand, Tri-Med believes it is important to limit its liability exposure for Investor claims, it might be prudent to conduct a rescission offer.

Regardless of whether Tri-Med proceeds with a rescission offer, Tri-Med cannot eliminate its potential exposure for sanctions or other actions by Florida securities regulators. Voluntary disclosure of the potential securities violations and cooperation with Florida regulators might reduce the potential consequences associated with any securities violations, but the outcome of that course of action is difficult to predict. Florida securities regulators could impose sanctions, require a rescission offer or pursue other civil or criminal liabilities.

Recommendations Going Forward

Due to the uncertainties associated with the prior offerings of Monthly Income Agreements to Investors, Tri-Med should discontinue all offers and sales of Monthly Income Agreements immediately. Further, Tri-Med should remove all soliciting material from its website immediately.

Future offerings of Monthly Income Agreements by Tri-Med could be integrated with the past offerings unless the future offerings can be structured in a manner that will avoid integration. It should be possible to structure a new offering in a manner that minimizes the risk of integration. Alternatively, if Tri-Med wants to remove the risk of integration entirely, it may choose to refrain from offering Monthly Income Agreements for a minimum of six months. A six month period would provide certainty due to the safe harbor provisions of applicable federal and state securities laws.

Tri-Med should structure any future offering of Monthly Income Agreements in a manner designed to ensure compliance with federal and state securities laws. While the details of the offering will need to be refined based on further discussions, the following points summarize our key recommendations:

- Structure the offering as a Regulation D Rule 506 offering in order to ensure that a federal exemption is available and eliminate the need for state securities law exemptions.
- Limit offering to accredited investors only, and take reasonable steps to verify that all investors are accredited.
- Comply with the requirements of the Florida Private Placement Exemption in order to obtain an automatic exemption from the dealer registration requirements or, alternatively, register Tri-Med as an issuer/dealer.

- Ensure that anyone receiving a commission in connection with the sale of Monthly Income Agreements is registered as a dealer under the Florida Securities Act.
- Refrain from any advertising or general solicitation.⁷
- Provide each prospective investor with a detailed Private Placement Memorandum describing Tri-Med's operations and business model, including all risks associated with Tri-Med's business and an investment in the Monthly Income Agreements.
- Obtain purchase agreements and/or other documentation from each Investor sufficient to establish accredited investor status, investment intent and other typical private placement representations.
- Consider eliminating the connection between Monthly Income Agreements and specified LOPs and the implication that repayment is secured by the specified LOP.
- Consider adopting a fund model so that purchasers of Monthly Income Agreements are investing in a fund with a fixed dollar amount that will be used to purchase a portfolio of LOPs.
- Use a single entity and limit the total number of investors, including all equity holders and purchasers of Monthly Income Agreements to 99 or less in order to ensure an exemption is available from registration under the Investment Company Act. If a larger fund is required, consider integration issues before using multiple entities.

The foregoing recommendations are based on the limited information available to us at this time. During the course of our discussions with you, we may modify these recommendations based on additional information or further analysis of applicable law. Further, we are not admitted to practice law in the State of Florida. Therefore, before commencing any offering of Monthly Income Agreements, Tri-Med should confirm the proposed offering structure and procedures with Florida securities counsel.

We look forward to discussing this further with you at your convenience. Please contact Laurie Huotari at (612) 373-8847 or Reed Topham at (801) 578-6918 if we can provide you with additional information.

⁷ Pursuant to the JOBS Act, the SEC has proposed rules that would allow general solicitation in offerings where sales are made only to accredited investors. However, these rules are not yet final. Further, if Tri-Med intends to comply with the requirements of the Florida Private Placement Exemption in order to obtain an automatic exemption from the dealer registration requirements, public advertising and general solicitation of purchasers are not permitted under those requirements.

EXHIBIT 39

Subj: **Fwd: Securities matters**
Date: 12/4/2013 2:26:17 P.M. Eastern Standard Time
From: jeremykeeanderson@gmail.com
To: dtroiter@aol.com

----- Forwarded message -----

From: **Huotari, Laurie W.** <LWHUOTARI@stoel.com>
Date: Wed, Dec 4, 2013 at 10:06 AM
Subject: Securities matters
To: jeremy anderson <jeremykeeanderson@gmail.com>
Cc: "Johnson, Jodi L." <JLJOHNSON@stoel.com>

Jeremy,

I have looked into your questions and, as with many securities questions, the answer is not clear cut. With respect to sales by a the broker deal, broker dealers generally should be ok as long as they are registered broker dealers. If these are Florida sales, the broker dealer must be registered with the State of Florida if you are still trying to rely on the Florida exemption. **HOWEVER**, you will still have all of the problems outlined in our memo and our recommendation remains that you shouldn't sell securities (through broker dealers or otherwise) unless you are doing everything else we recommended in our memo to comply with the securities laws. For your reference, I have attached a copy of the memo that we provided to you last year regarding our recommendations for sales.

With respect to the LOP sales in Minnesota, there are several preliminary questions that we would need to have answered before we decide whether a new entity will work. For example, are you planning to adopt a fund approach as we recommended? Are you take the steps necessary to comply with Rule 506? If the answer is yes, and the proposed Minnesota entity sells securities separately from other states, then I would think a separate entity might make some sense, but we'll need to look into this further.

I hope that helps. Please let me know if you want to discuss.

Kind regards,

Laurie

Laurie W. Huotari

Thursday, December 05, 2013 AOL: DTroiter

STOEL RIVES LLP | 33 South Sixth Street, Suite 4200 | Minneapolis, MN 55402

Direct: [\(612\) 373-8847](tel:(612)373-8847) | Fax: [\(612\) 373-8881](tel:(612)373-8881)

lwhuotari@stoel.com | www.stoel.com

--
Jeremy Anderson
Tri-Med Management Inc.
10653 Wayzata Blvd. # 200
Minnetonka, MN 55305
Direct (612) 325 9299
www.IPCMN.com

This electronic communication, including any authorized attachments, contains information from Jeremy Anderson that may be legally privileged, confidential, and exempt from disclosure under applicable law. The communication may also include content that was not originally generated by Jeremy Anderson. If you are not the intended recipient, any use or dissemination of this communication is strictly prohibited. If you have received this communication in error, please notify the sender immediately and delete it from all computers on which it may be stored.

Thursday, December 05, 2013 AOL: DTroiter

EXHIBIT 40

From: [REDACTED]@aol.com
Sent: Monday, July 08, 2013 2:25 PM
To: trimed104@gmail.com
Subject: Fwd: FW: Tri-Med/General: Fwd: From Bill Gross----TRI-MED CORP. INFORMATION
Attachments: scan.pdf

Eric. How in the world could you have pushed and prompted this investment so heavily to me last week on the phone. You had even told me you spoke to Steven Marlowe, attorney and you said he is accepting new investor money after I told you he said he is not. You even said you would be happy to have your brother in law sell me the investment from Trimed. Read what Jeremy Anderson wrote to Bill Gross. He needs to write the same thing to you. Have Jeremy Anderson contact me at once. I am not happy. This investment was closed on Jan 1, 2013 to new investors yet you were pushing it and selling it to me last week. Thank God I did not invest but I could have. You as the marketing director should have known that this investment was closed to new investors as of Jan 1, 2013.

I demand a complete explanation

-----Original Message-----

From: Steve Marlowe <Steve@marlowemcnabb.com>
To: [REDACTED]@aol.com
Sent: Mon, Jul 8, 2013 1:16 pm
Subject: FW: Tri-Med/General: Fwd: From Bill Gross----TRI-MED CORP. INFORMATION

This e-mail was sent by an attorney, is highly confidential, and may be privileged as a matter of law. This message is intended only for the use of persons named above. If you are not an intended recipient, you are hereby notified that any use of this message, including its dissemination, distribution, copying, or printing, is strictly prohibited. If you receive this message in error, please reply and inform me of that mistake. In addition, permanently delete the e-mail and any attachments and please notify me by telephone (if long distance, call collect) to let me know. Thank you Stephen D. Marlowe
Marlowe McNabb P.A. Attorneys and Counselors at Law 1560 West Cleveland Street Tampa, FL 33606-1807 Telephone: (813) 251-3013 Facsimile: (813) 251-5945 Steve@MarloweMcNabb.com www.MarloweMcNabb.com Board Certified in Construction Law From: jka12571@aol.com [mailto:jka12571@aol.com]

Sent: Monday, July 08, 2013 11:57 AM
To: Steve Marlowe
Subject: Re: Tri-Med/General: Fwd: From Bill Gross----TRI-MED CORP. INFORMATION

see attached letter -----Original Message-----

From: Steve Marlowe <Steve@marlowemcnabb.com>
To: jka12571 <jka12571@aol.com>; anj1957 <anj1957@gmail.com>
Sent: Tue, Jul 2, 2013 3:06 pm
Subject: FW: Tri-Med/General: Fwd: From Bill Gross----TRI-MED CORP. INFORMATION
Jeremy and Tony, I just have a phone conversation with a Mr.

[REDACTED] in Del Ray Beach. He has been solicited to invest in TriMed. I am forwarding the email he received from a Bill Gross in Del Ray with the attached materials. To make it even worse he is apparently advertising this heavily in newspapers and Gross was on a radio show promoting this investment. Further, he is telling people that the investment can be as low as \$10,000. How is this happening and what do we need to do about it? This e-mail was sent by an attorney, is highly confidential, and may be privileged as a matter of law. This message is intended only for the use of persons named above. If you are not an intended recipient, you are hereby notified that any use of this message, including its dissemination, distribution, copying, or printing, is strictly prohibited. If you receive this message in error,

please reply and inform me of that mistake. In addition, permanently delete the e-mail and any attachments and please notify me by telephone (if long distance, call collect) to let me know. Thank you Stephen D.

Marlowe
Marlowe McNabb P.A. Attorneys and Counselors at Law 1560 West Cleveland Street Tampa, FL 33606-1807 Telephone: (813) 251-3013 Facsimile: (813) 251-5945 Steve@MarloweMcNabb.com www.MarloweMcNabb.com Board Certified in Construction Law -----Original Message-----From:

[REDACTED]@aol.com] Sent:

Tuesday, July 02, 2013 3:55 PM To: Steve Marlowe Subject:

Tri-Med/General: Fwd: From Bill Gross-----TRI-MED CORP.

INFORMATION -----Original Message-----From: Bill Gross

<[REDACTED]>; To: [REDACTED]

<[REDACTED]>; Sent: Fri, Jun 28, 2013 2:47 pm Subject:

From Bill Gross-----TRI-MED CORP. INFORMATION Hi Jon, I have attached some additional information about the TRI-MED CORPORATION program. (

Attachment) If you have any questions please call me. Temporary website-----http://www.tri-

medassociatesinc.com/ Regular website----being updated----www.trimedcorp.com Bill Gross 561-945-8777

EXHIBIT 41

TRI-MED CORPORATION
34931 US Highway 19 N. Suite #104
Palm Harbor, Florida
34684

July 2, 2013

VIA UPS OVERNIGHT DELIVERY

Gross Financial Services, Inc.
500 Australian Ave. South # 600
West Palm Beach, FL 33401

Re: Cease and Desist

Dear William Gross:

It has recently come to my attention that, despite our discussion that you immediately cease all solicitations and acceptance of money on behalf of Tri-Med Corporation ("Tri-Med") for investment in letters of protection from health care providers, that you have continued to solicit investors. I write to confirm that Tri Med is not currently accepting, nor has it been soliciting or accepting, any money for investment in letters of protection from health care providers since January 1, 2013.

Please accept this letter as a formal demand that you immediately cease and desist from making any and all assertions, statements or solicitations from third parties that suggest or otherwise indicate that such third party has the right to invest in any letters of protection in health care providers through or on behalf of Tri-Med. In addition, Tri-Med requests that you immediately take the following actions:

1. Withdraw all written materials on which you have asserted or suggested the ability of any and all third parties to invest in letters of protection directly or indirectly through Tri-Med;
2. Withdraw and clarify any oral statements you have made to any and all third parties in which you have asserted or suggested the ability of such third party to invest in letters of protection directly or indirectly through Tri-Med; and
3. Forward a letter to my attention acknowledging your agreement to complete the steps described above.

Please understand that Tri-Med will not tolerate any additional conduct of this nature from you, and will enforce its legal rights aggressively if such conduct continues to occur.

I look forward to your prompt reply and thank you for your cooperation in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to be 'JA', with a long horizontal flourish extending to the right.

Jeremy Anderson

EXHIBIT 42

From: irwinager@aol.com
Sent: Wednesday, July 10, 2013 9:39 PM
To: jeremy@tri-medcorporation.com
Subject: Re: steve Marlowe

Evidently not that simple when a customer calls Marlowe and asks him that same question.

In a message dated 7/10/2013 9:36:00 P.M. Eastern Daylight Time, jeremy@tri-medcorporation.com writes:

Simple," marlowe holds trimed's investment funds, and then issues checks to the medical providers"
Sent via BlackBerry by AT&T

From: irwinager@aol.com
Date: Wed, 10 Jul 2013 21:34:19 -0400 (EDT)
To: <jeremy@tri-medcorporation.com>
Subject: Re: steve Marlowe

I guess we need to figure out what to say to folks about Marlowe. That's a BIG credibility factor when you tell people an attorney is holding their money.
Thanks for the quick response.
Irwin

In a message dated 7/10/2013 8:30:54 P.M. Eastern Daylight Time, jeremy@tri-medcorporation.com writes:

Irwin,

first and foremost, you need to quit watching shows like American Greed, I asked Eric if he thinks he could raise 700,000 because we can up on a chance to buy out A/R from a large level one ortho group that does LOP surgery's at a substantially discounted price, If you didn't raise it no big deal, it wasn't for any other reason so get that out of your minds.

As far as Marlowe goes, All he wants to hear and know is that we are not soliciting investors, we being Trimed, because that is what Stoel Rives recommended. He holds money in trust for Trimed and he gets the money from Trimed, to him it's Trimed's money and that is all he wants to know. If we tell him it's John Doe's money then he doesn't want it because he wants to only hold money for Trimed given to him by Trimed.

by the way 700,000 in relation to 12,000,000 is not a great deal of money.

Irwin, as I told you, we are doing all we can to make sure we are being good stewards of people's money, and we are working within the guidelines set forth by Stoel Rives, are we pushing and stretching them, yes, but we are and will always do what we say and take care of the investors now and in the future.

I hope this lets you sleep, if not, call me tomorrow.

----- Original Message -----

Subject: Fwd: steve Marlowe

From: irwinager@aol.com

Date: Wed, July 10, 2013 4:55 pm

To: jeremy@tri-medcorporation.com
Cc: dtroiter@aol.com

Jeremy, Treza is getting *increasingly* upset about what Steve Marlowe told me yesterday, and that was, "**Jeremy told me verbally that he does not accept investor money anymore, everything is self-funded**". I told you that in the note I sent you yesterday right after I talked to him. When I told Steve that we were still sending you investor money he said, "**someone is lying**", meaning I believe, me or you!

Did you tell Steve that you are not sending him investor money anymore? Which also, unfortunately, seems to make sense now about Bill Gross's customer who called Steve when he was about to invest \$100,000; and had Steve say to him, "**I do not receive investor money anymore!**"

What is going on?

Steve said he would contact you *immediately* (yesterday) and ask you what is going on, but first he explicitly told me, "**Jeremy absolutely told me any/all funds this year are strictly Tri-Med funds. Jeremy told me Tri-Med is now strictly SELF-FUNDED, and NOT using INVESTOR FUNDS!**"

Treza overheard that conversation and is now, rightly, badgering me for an answer.

I would like you, to send me clarification so I can show her your answer. What is additionally troubling her now at this moment is why you suddenly wanted us to get a great deal of investor money in a short period of time, like you did in just in the past couple of weeks... *Did* that money immediately go to Steve for the purchase of LOPs, as investor money? I know neither of us will be able to sleep without your answer, so I would appreciate a reply ASAP.
Irwin

From: irwinager@aol.com
To: jeremy@tri-medcorporation.com
CC: dtroiter@aol.com
Sent: 7/9/2013 11:23:23 A.M. Eastern Daylight Time
Subj: Steve Marlowe

Jeremy, I just called Steve Marlowe to ask him if we should take his name off of any information to prospects that are considering investing in the Tri-Med product. Steve said "Jeremy told me that he does not receive money from investors so *my* question to him was not even relevant" He than said, "I will call Jeremy to clarify the situation. I did not call him to upset anything other than, asking him if we should *not* tell people that he is holding funds in a Trust Account to be invested and ultimately paying healthcare providers. I just want to give you a heads up for his call.
Irwin

EXHIBIT 43

H13000203138 3

**ARTICLES OF ORGANIZATION
OF
TMFL HOLDINGS, LLC**

The undersigned, acting as Organizer of a company under the Florida Limited Liability Company Act, adopts the following Articles of Organization for such limited liability company ("Company"):

**ARTICLE I
Name**

The name of the Company is TMFL Holdings, LLC.

**ARTICLE II
Duration**

The Company's existence shall begin on the date and time these Articles of Organization are filed by the Florida Department of State and shall be perpetual.

**ARTICLE III
Principal Office and Mailing Address**

The Company's principal office is: 3520 Woodridge Parkway Palm Harbor, Florida 34684.

The Company's mailing address is: 3905 Tampa Rd. #2304, Oldsmar Florida 34677

**ARTICLE IV
Initial Registered Agent and Office**

The name and address of its initial Registered Agent is Marlowe McNabb, P. A., 1560 W. Cleveland St., Tampa, Florida 33606, with Stephen D. Marlowe accepting on behalf of Marlowe McNabb, P.A., as its president.

**ARTICLE V
Organizer**

The name and address of the member of the company executing these Articles of Organization is:

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 SEP 12 AM 8:43

H13000203138 3

H13000203138 3

<u>Name</u>	<u>Address</u>
Anthony Nicholas III	3905 Tampa Rd. #2304, Oldsmar Florida 34677

ARTICLE VI
Management

Management of the Company shall be by a manager. The name and address of the Manager chosen to manage the Company is:

<u>Name</u>	<u>Address</u>
Ravi Patel	3905 Tampa Rd. #2304, Oldsmar Florida 34677


ARTICLE VII
Admission of Additional Members

The Members shall have the right to admit additional Members upon a vote of all of the Members and on such terms as all of the Members shall determine.

ARTICLE VIII
Continuation of Business

The remaining members may continue the business on the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or the occurrence of any other event which terminates the continued membership of a member in the LLC.

Dated this 12 day of September 2013.



 Anthony Nicholas III, Organizer

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ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent and to accept service of process for the Company, at the place designated as the registered office, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the duties and obligations of my position as registered agent.

Dated this 2-day of September, 2013.

Marlowe McNabb P.A.
1560 W. Cleveland St.
Tampa, Florida 33606

By: 
Stephen D. Marlowe, President

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
13 SEP 12 AM 8:43

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EXHIBIT 44

PERSONAL FINANCIAL STATEMENT
prepared for ANTHONY NICHOLAS, III
on March 10, 2014

Name ANTHONY NICHOLAS, III
Address 3520 Woodridge Parkway
Palm Harbor, FL 34684
Home Phone 727-798-9121
Birthdate June 24, 1988

This statement is prepared for an Examiner...

DETAILED LISTING OF ASSETS

Checking Accounts:

<i>Bank/Financial Institution</i>	<i>Account No.</i>	<i>Balance</i>
REGIONS BANK	XXX7939	\$10,000.00
WELLS FARGO	XXX3443	257.87
<i>Total Checking Account</i>		<u>\$10,257.87</u>

Savings Accounts:

<i>Bank/Financial Institution</i>	<i>Account No.</i>	<i>Balance</i>
WELLS FARGO	XXX0891	\$35.03
<i>Total Savings Accounts</i>		<u>\$35.03</u>

Business Assets:

<i>Company Stock</i>	<i>Shares</i>	<i>Value</i>
Tri-Med Corporation (A Florida Corporation)	50% Ownership	\$20,000.00
TMFL HOLDINGS, LLC	100%	00.00

Household Goods/Furnishings:

<i>Description</i>	<i>Value</i>
FURNISHING	\$350.00

Total Household Goods/Furnishings \$350.00

Jewelry:

<i>Description</i>	<i>Value</i>
JEWELRY	\$100.00

Total Value of Jewelry \$100.00

Vehicles:

<i>Make</i>	<i>Model and Year</i>	<i>Value</i>
HYUNDAI,	ELANTRA 2009	\$8,000.00
FORD	TAURUS, 2003	\$1,500.00

Total Value of Vehicles \$9,500.00

Boats:

<i>Make</i>	<i>Model and Year</i>	<i>Value</i>
NA	NA	\$0.00

Total Value of Boats \$0.00

Real Estate - Personal Residence(s):

<i>Address</i>	<i>Years Owned</i>	<i>Value</i>
NA	0	\$0.00

Total Value of Personal Residence(s) \$0.00

Real Estate - Other:

<i>Address</i>	<i>Value</i>
NA	\$0.00

Total Value of Other Real Estate \$0.00

TOTAL ASSETS:

Total Assets \$40,242.90

DETAILED LISTING OF LIABILITIES

Vehicle Loans:

<i>Lender</i>	<i>Loan No.</i>	<i>Monthly Payment</i>	<i>Balance Due</i>
CARMAX AUTO FINANCE	14174515	\$244.46	\$9,778.44

Total Vehicle Loans \$9,778.44

TOTAL LIABILITIES:

Total Liabilities \$9,778.44

NET WORTH:

\$30,464.46

SUMMARY LISTING OF ASSETS AND LIABILITIES

ASSETS	Amount
Checking accounts	10,257.87
Savings Accounts	35.03
Household Goods/Furnishings	\$350.00
Jewelry	\$100.00
Vehicles	\$9,500.00
Boats	\$0.00
Personal Residence	\$0.00
Real Estate - Other	\$0.00
Business	\$20,000.00

TOTAL ASSETS: \$40,242.90

LIABILITIES **Amount**

Vehicle Loans \$9,778.44

TOTAL LIABILITIES: \$9,788.44

NET WORTH: \$30,464.46

SOURCES OF MONTHLY INCOME:

Salaries and Wages:

	<i>Annual</i>	<i>Monthly</i>
	<i>Wages</i>	<i>Wages</i>
<i>Employer</i>		
TRI-MED CORPORATION		\$6,666.67
Total Monthly Wages		\$6,666.67
Investment Accounts		\$0.00
Trusts		\$0.00
Other Sources		\$0.00

TOTAL MONTHLY INCOME

\$6,666.67

MONTHLY EXPENSES:

Child Care	\$0.00
Food	\$500.00
Health Care/Medication	\$200.00
Utilities	\$1200.00
Housing/Rent	\$2000.00
Other Mortgage Loans	\$0.00
Auto Loans	\$244.46
Auto Insurance	\$415.00
Other Insurance	\$0.00
Credit Cards	\$500.00
Student Loans	\$0.00
Other Expenses (including clothing, recreation, misc.)	\$750.00

TOTAL MONTHLY EXPENSES

\$5,809.46

COMPOSITE EXHIBIT 45

Account number: 3982570057 ■ October 24, 2013 - November 25, 2013 ■ Page 2 of 4



Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
10/24		Deposit	160,000.00		
10/24		Deposit	10,000.00		1,716,422.42
10/28		Online Transfer to Tmfl Holdings LLC Ref #lbe5Grjgz5 Business Checking Pof St Vincent / Reno Funds Cayuga / Largo		145,000.00	
10/28		Online Transfer to Tri-Med Corporation Ref #lbe2Kpzwyx Business Checking Purchase of 10/28/13 A/R Ipc Book Value 2		50,000.00	1,521,422.42
10/29		Deposit	30,000.00		
10/29		Deposit	10,000.00		
10/29		Deposit	10,000.00		1,571,422.42
10/31		Deposit	10,000.00		
10/31		Deposit	10,000.00		1,591,422.42
11/1		Deposit	40,000.00		
11/1		Deposit	30,000.00		
11/1		Deposit	25,000.00		
11/1		Deposit	22,000.00		
11/1		Deposit	20,000.00		
11/1		Deposit	20,000.00		
11/1		Deposit	10,000.00		
11/1		Online Transfer to Tri-Med Corporation Ref #lbe7Xl7K Business Checking Cust Int Reserve Oct 2013 for All Groups		65,308.00	
11/1		Online Transfer to Tri-Med Corporation Ref #lbe7Y3Cyq3 Business Checking Contract CA708 to Fsc 10/28/13		450.00	
11/1		Online Transfer to Tri-Med Corporation Ref #lbe8WYjk6 Business Checking Contract CA712 to Fsc 10/31/13		8,022.50	1,686,841.92
11/4		Deposit	20,000.00		1,706,841.92
11/6		Deposit	20,000.00		
11/6		Online Transfer to Tmfl Holdings LLC Ref #lbe334583 Business Checking Purchase 15316 Stone Creek Tampa FL Prop		175,298.41	1,651,343.51
11/7		Online Transfer to Tri-Med Corporation Ref #lbe5Zsqkk Business Checking Oct Expense Dist/Min Off 11/7/13		38,452.04	
11/7		Online Transfer to Tri-Med Corporation Ref #lbe5Gvdxdz Business Checking Oct Expense Dist/Gen Off Exp 11/7/13		38,452.04	
11/7		Online Transfer to Tri-Med Corporation Ref #lbe33Cw5M Business Checking Int Reserve Oct 2013 for All Groups		90,115.65	
11/7		Online Transfer to Tri-Med Corporation Ref #lbe8Cwnwk Business Checking Overhead Reserve for Oct 2013 Exp Dist		34,003.94	
11/7		Online Transfer to Tri-Med Corporation Ref #lbe9D75N Business Checking Oct 2013 Mgmt Dist to Simon		900.00	
11/7		Online Transfer to Tri-Med Corporation Ref #lbe9Dxtq Business Checking CA713 to Fsc for Miguel Ayarza Dos10/30/13		8,547.99	
11/7		Online Transfer to Tri-Med Corporation Ref #lbe7lh9N Business Checking CA714 to Fsc for Deb Owen / Dos 10/23/13		1,275.00	1,339,598.85
11/8		Online Dep Detail & Images		3.00	1,339,593.85
11/12		Deposit	25,000.00		
11/12		Deposit	10,000.00		
11/12		Online Transfer to Tri-Med Corporation Ref #lbe7Y3zgr Business Checking Buy of 11/12/13 A/R Ipc Book Value 3		30,000.00	1,344,593.85
11/13		Online Transfer to Tri-Med Corporation Ref #lbe5Gwvqp Business Checking CA720 / 721 / 722 / 723 Buys From Fsc		31,383.42	1,313,210.43
11/15		Deposit	50,000.00		
11/15		Deposit	10,000.00		
11/15		Online Transfer From Tri-Med Corporation Ref #lbe7nngl2 Business Checking Trans Lbc LLC Investmt Wira to Trust Act	148,891.52		1,521,901.95
11/18		Deposit	24,000.00		
11/18		Online Transfer to Tri-Med Corporation Ref #lbe5Gy8Drp Business Checking CA724 / 725 / 726 / 727 Buys From Fsc		29,513.13	1,516,388.82
11/19		Deposit	20,000.00		1,536,388.82
11/21		Online Transfer to Tri-Med Corporation Ref #lbe7ndtv85 Business Checking Mgmt Fee Nov for Tri Med Assoc All Groups		77,026.17	

Account number: 3982570057 ■ December 24, 2013 - January 24, 2014 ■ Page 2 of 4



Transaction history

<i>Date</i>	<i>Check Number</i>	<i>Description</i>	<i>Deposits/ Credits</i>	<i>Withdrawals/ Debits</i>	<i>Ending daily balance</i>
12/26		Online Transfer to Tri-Med Corporation Ref #lbtmrm5By Business Checking Buy CA743 From Fsc		24,700.00	1,680,382.18
12/27		Online Transfer to Tri-Med Corporation Ref #lbnxnpvc3M Business Checking Buy of 12/27/13 A/R Ipc Book Value 7		30,000.00	1,650,382.18
12/30		Online Transfer to Tri-Med Corporation Ref #lbe2L8Yfwp Business Checking Dec 2013 Exp Partial Dist/Min of All Grps		20,000.00	
12/30		Online Transfer to Tri-Med Corporation Ref #lbec9Fjpc7 Business Checking Mgmt Fee Dec 2013 Tri Med Assoc All Groups		90,568.87	1,539,813.29
12/31		Deposit	177,000.00		1,716,813.29
1/2		Online Transfer to Tri-Med Corporation Ref #lbec9Gkldr Business Checking Buy CA744 / 745 / 746 at Fsc/Fdmc		22,563.45	
1/2		Online Transfer to Tri-Med Corporation Ref #lbenrj7BG Business Checking Dec 2013 Mgmt Dist to John Parker		4,200.00	1,690,049.84
1/3		Deposit	50,000.00		
1/3		Deposit	25,000.00		
1/3		Deposit	10,000.00		
1/3		Online Transfer to Tri-Med Corporation Ref #lbe6J8Qcp Business Checking Buy CA747 at Fsc		12,882.39	1,762,167.45
1/6		Online Transfer to Tri-Med Corporation Ref #lbelrqzn9 Business Checking Buy CA748 / CA749 at Fsc		18,908.33	1,743,261.12
1/7		Return Item Charge - Paper AZ 140107		25,000.00	
1/7		Cashed/Deposited Item Retn Unpaid Fee		12.00	1,718,249.12
1/8		Deposit	64,495.53		1,782,744.65
1/9		Online Dep Detail & Images		3.00	1,782,741.65
1/13		Deposit	80,000.00		
1/13		Online Transfer to Tri-Med Corporation Ref #lbe5Hg3H2J Business Checking Buy of 1/13/14 A/R Ipc Book Value 8		30,000.00	1,832,741.65
1/14		Online Transfer to Tri-Med Corporation Ref #lbe3Nbwty Business Checking Retroactive 2013 Payrol Taxes to Eftps		95,046.26	
1/14		Online Transfer to Tri-Med Corporation Ref #lbenxvckl Business Checking Buy CA751 / 752 / 753 / 760 at Fsc		93,836.15	1,644,059.24
1/15		Deposit	60,000.00		
1/15		Deposit	20,000.00		
1/15		Online Transfer to Tmfl Holdings LLC Ref #lbe8Djc3Mf Business Checking Tmfl Holdings Investment 1/15/14		30,000.00	1,694,059.24
1/16		Online Transfer to Tri-Med Corporation Ref #lbe5Hh2W7T Business Checking Dec 2013 Exp Partial Dist/Min No 2		10,000.00	1,684,059.24
1/17		Deposit	115,000.00		
1/17		Deposit	50,000.00		
1/17		Deposit	25,000.00		1,874,059.24
1/21		Deposit	50,000.00		
1/21		Deposit	25,000.00		
1/21		Online Transfer to Tri-Med Corporation Ref #lbe3Q7x68 Business Checking Buy CA754 / 761 Thru 771 at Fsc		143,985.22	1,805,074.02
1/22		Deposit	10,000.00		1,815,074.02
1/23		Online Transfer to Tri-Med Corporation Ref #lbe5Hjm4Hb Business Checking Dec 2013 Exp Final Dist/Min of All Grps		21,209.38	
1/23		Online Transfer to Tri-Med Corporation Ref #lbe3Qkzz8 Business Checking Dec 2013 Expense Dist/Genof All Grps		51,209.38	
1/23		Online Transfer to Tri-Med Corporation Ref #lbe8Dl2Xjf Business Checking Int Reserve Dist Dec 2013 for All Groups		145,839.93	
1/23		Online Transfer to Tri-Med Corporation Ref #lbe2Lh4Dyb Business Checking Overhead Reserve Exp Dist Dec 2013		48,486.64	1,548,328.69
Ending balance on 1/24					1,548,328.69
Totals			\$761,495.53	\$918,249.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Account number: 3982570057 ■ August 23, 2013 - September 24, 2013 ■ Page 2 of 4



Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
8/26		Deposit Made In A Branch/Store	10,000.00		1,782,696.91
8/27		Deposit	20,000.00		1,802,696.91
8/28		Online Transfer to Tri-Med Corporation Ref #1bemxhhtcz Business Checking August 2013 Commissions / Tri Asso All Grps		120,390.80	1,682,306.11
8/29		Online Transfer From Tri-Med Corporation Ref #1bemxhp944 Business High Yield Savingsreplacement Funds From 1St Dikson R Loan	5,000.00		
8/29		Online Transfer to Tri-Med Corporation Ref #1bemxhp6WT Business Checking Short Term Invest/ Tr Med Management Inc		30,000.00	1,657,306.11
8/30		Deposit Made In A Branch/Store	50,000.00		1,707,306.11
9/3		Online Transfer to Tri-Med Corporation Ref #1beqtkwclb Business Checking Bal Allocated Exp Dist Min Aug 2013		43,914.71	
9/3		Online Transfer to Tri-Med Corporation Ref #1betqmfqr Business Checking Bal Allocated Exp Dist Goa Aug 2013		73,914.71	
9/3		Online Transfer to Tri-Med Corporation Ref #1bexmrx2Wz Business Checking Cust Int Reserve Aug 2013 for All Groups		178,149.84	
9/3		Online Transfer to Tri-Med Corporation Ref #1beg5Gb7Ym Business Checking Overhead Reserve Form August 2013 Exp Dist		68,896.12	1,342,430.73
9/9		Deposit Made In A Branch/Store	100,000.00		1,442,430.73
9/10		Deposit Made In A Branch/Store	20,000.00		
9/10		Deposit Made In A Branch/Store	15,000.00		
9/10		Deposit Made In A Branch/Store	15,000.00		
9/10		Deposit Made In A Branch/Store	5,000.00		
9/10		Online Dep Detail & Images		3.00	1,497,427.73
9/11		Deposit Made In A Branch/Store	40,000.00		
9/11		Deposit	10,000.00		
9/11		Deposit Made In A Branch/Store	10,000.00		
9/11		Online Transfer to Tri-Med Corporation Ref #1bexmrhn5 Business Checking Transfer Funds to Marlowe Trust Acct		250,000.00	1,307,427.73
9/12		Deposit Made In A Branch/Store	100,000.00		
9/12		Deposit Made In A Branch/Store	50,000.00		
9/12		Deposit Made In A Branch/Store	50,000.00		
9/12		Online Transfer to Tri-Med Corporation Ref #1bek2Kxkwb Business Checking Transfer Funds to Marlowe Trust Acct		50,000.00	1,457,427.73
9/16		Deposit Made In A Branch/Store	80,000.00		
9/16		Online Transfer to Tri-Med Corporation Ref #1be5Gdzqfs Business Checking Investment Tri Med Mgmt / Minnesota		24,000.00	
9/16		Online Transfer to Tri-Med Corporation Ref #1be8Cglx5R Business Checking Purchase 4202 Bay Club Cir Tampa FL Prop		89,594.82	1,423,832.91
9/17		Deposit Made In A Branch/Store	6,000.00		1,429,832.91
9/18		Deposit Made In A Branch/Store	100,000.00		
9/18		Online Transfer to Tri-Med Corporation Ref #1be5Gfqnc Business Checking Remodel Down Pymt / 909 E Cayuga/Tampa FL		25,000.00	1,504,832.91
9/19		Deposit Made In A Branch/Store	50,000.00		1,554,832.91
9/23		Online Transfer to TmfI Holdings LLC Ref #1be2Kf979P Business Checking Purchase 11029 117th St Seminole FL Prop		100,000.00	1,454,832.91
9/24		Deposit	15,000.00		1,469,832.91
Ending balance on 9/24					1,469,832.91
Totals			\$751,000.00	\$1,053,864.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.



Legal Order Processing
 401 Market Street
 MAC# Y1372-110
 Philadelphia, PA 19106
 Voice: (704) 973-4000

DECLARATION	
Re: Subpoena	Our Reference 8510867
Agency Case #: N/A	03/05/2014
Banking Entity: Wells Fargo Bank, N.A.	

I, Sylvia Daniels declare that I am employed by Wells Fargo Bank, N.A., in the Subpoena Processing Department and the Bank's designated duly authorized Custodian of Records for this matter, with the authority to certify the information provided herein. The Bank reserves its right to designate another Custodian as it deems appropriate in the event an actual appearance is required.

Transfers for Account # 3982570057

Date	Amount	credit	from/to Account #
09/23/2013	100,000.00	Credit	1757122393
10/28/2013	145,000.00	Credit	1757122393
11/06/2013	175,298.41	Credit	1757122393
01/15/2014	30,000.00	Credit	1757122393

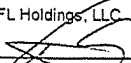
I declare under penalty of perjury under the law(s) of the state of FL that the foregoing is true and correct. Executed on this 11th day of March 2014, in the City of Philadelphia, State of Pennsylvania.

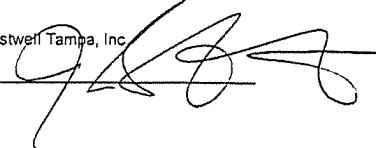
Sylvia Daniels
 Subpoena Processing Representative (215) 973-1049

COMPOSITE EXHIBIT 46

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN: 1. <input type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> CONV. UNINS. 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> CONV. INS. 6. FILE NUMBER: AT13-261 7. LOAN NUMBER: 8. MORTGAGE INS CASE NUMBER:		
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
D. NAME AND ADDRESS OF BUYER: TMFL Holdings, LLC 3905 Tampa Road # 2304 Oldsmar, FL 34677		E. NAME AND ADDRESS OF SELLER: Investwell Tampa, Inc. 12709 N. Armenia Ave Tampa, FL 33602		F. NAME AND ADDRESS OF LENDER:
G. PROPERTY LOCATION: 11029 117th Street Largo, FL 33778 Pinellas County, Florida		H. SETTLEMENT AGENT: All About Title, LLC PLACE OF SETTLEMENT 5404 Hoover Blvd. Ste. 6 Tampa, FL 33634		I. SETTLEMENT DATE: October 15, 2013
J. SUMMARY OF BUYER'S TRANSACTION			K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BUYER:			400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price	88,500.00	401. Contract Sales Price	88,500.00	
102. Personal Property		402. Personal Property		
103. Settlement Charges to Buyer (Line 1400)	1,391.38	403.		
104.		404.		
105.		405.		
<i>Adjustments For Items Paid By Seller in advance</i>		<i>Adjustments For Items Paid By Seller in advance</i>		
106. City/Town Taxes	to	406. City/Town Taxes	to	
107. County Taxes	to	407. County Taxes	to	
108. Assessments	to	408. Assessments	to	
109.		409.		
110.		410.		
111.		411.		
112.		412.		
120. GROSS AMOUNT DUE FROM BUYER	89,891.38	420. GROSS AMOUNT DUE TO SELLER	88,500.00	
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:			500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money	2,000.00	501. Excess Deposit (See Instructions)		
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)		
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to		
204.		504. Payoff of first Mortgage		
205.		505. Payoff of second Mortgage		
206.		506.		
207.		507. Cash needed to close to All About Title LLC	59,288.05	
208.		508.		
209.		509.		
<i>Adjustments For Items Unpaid By Seller</i>		<i>Adjustments For Items Unpaid By Seller</i>		
210. City/Town Taxes	to	510. City/Town Taxes	to	
211. County Taxes	01/01/13 to 10/15/13	511. County Taxes	01/01/13 to 10/15/13	1,819.45
212. Assessments	to	512. Assessments	to	
213.		513.		
214.		514.		
215.		515.		
216.		516.		
217.		517.		
218.		518.		
219.		519.		
220. TOTAL PAID BY/FOR BUYER	3,819.45	520. TOTAL REDUCTION AMOUNT DUE SELLER	61,107.50	
300. CASH AT SETTLEMENT FROM/TO BUYER:			600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Buyer (Line 120)	89,891.38	601. Gross Amount Due To Seller (Line 420)	88,500.00	
302. Less Amount Paid By/For Buyer (Line 220)	(3,819.45)	602. Less Reductions Due Seller (Line 520)	(61,107.50)	
303. CASH (X FROM) (TO) BUYER	86,071.93	603. CASH (X TO) (FROM) SELLER	27,392.50	

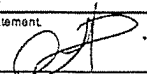
The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein.

Buyer TMFL Holdings, LLC
 BY: 

Seller Investwell Tampa, Inc
 BY: 

L. SETTLEMENT CHARGES						
700. TOTAL COMMISSION Based on Price				\$	@	%
Division of Commission (line 700) as Follows:						
701. \$	to			PAID FROM BUYER'S FUNDS AT SETTLEMENT		PAID FROM SELLER'S FUNDS AT SETTLEMENT
702. \$	to					
703. Commission Paid at Settlement						
704.	to					
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801. Loan Origination Fee	1.0000 %	to				
802. Loan Discount	%	to				
803. Appraisal Fee		to				
804. Credit Report		to				
805. Lender's Inspection Fee		to				
806. Mortgage Ins. App. Fee		to				
807. Assumption Fee		to				
808.						
809.						
810.						
811.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901. Interest From	to	@	\$	/day	(days %)
902. MIP Totals, for LifeOfLoan	for	months	to			
903. Hazard Insurance Premium	for	1.0	years	to		
904.						
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001. Hazard Insurance	months @	\$		per	month	
1002. Mortgage Insurance	months @	\$		per	month	
1003. City/Town Taxes	months @	\$		per	month	
1004. County Taxes	months @	\$		per	month	
1005. Assessments	months @	\$		per	month	
1006.	months @	\$		per	month	
1007.	months @	\$		per	month	
1008.	months @	\$		per	month	
1100. TITLE CHARGES						
1101. Settlement or Closing Fee	to	All About Title, LLC				350.00
1102. Title Search Update	to	All About Title, LLC				50.00
1103. Title Examination	to					
1104. Title Insurance Binder	to					
1105. Document Preparation	to					
1106. Notary Fees	to					
1107. Attorney's Fees	to					
<i>(includes above item numbers:)</i>						
1108. Title Insurance	to	Stewart Title Guaranty				361.88
<i>(includes above item numbers:)</i>						
1109. Lender's Coverage	\$					
1110. Owner's Coverage	\$	88,500.00		361.88	REISSUE	
1111. Florida 9 Endorsement					10% of Premium	
1112. 8.1 Endorsement					\$45 each	
1113.						
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201. Recording Fees: Deed	\$	10.00; Mortgage	\$		Releases	\$
1202. City/County Tax/Stamps: Deed					Mortgage	
1203. State Tax/Stamps: Revenue Stamps		619.50; Mortgage				619.50
1204. Intangible Tax		Pinellas County Clerk				
1205.						
1300. ADDITIONAL SETTLEMENT CHARGES						
1301. Survey	to					
1302. Pest Inspection	to					
1303.						
1304.						
1305.						
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)						1,391.38

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.


 All About Title, LLC
 Settlement Agent

Certified to be a true copy.

TMFL HOLDINGS, LLC.
3905 TAMPA RD, #2304
OLDSMAR, FL 34677

63-751/931 10821

9/25/2013

Date _____

PAY to the
Order of

ALL ABOUT TITLE

\$ 2000.00

TWO THOUSAND AND NO CENTS DOLLARS

Dollars



Wells Fargo Bank, N.A.
Florida
wellsfargo.com

For Escrow Deposit 11029 117th st Prop.

⑆063107513⑆ 1757122393⑈

**FOR DEPOSIT ONLY
ALL ABOUT TITLE, LLC
ESCROW ACCOUNT**

IPM... 092508 743,964 951000070016

REQUEST 0000563372400000 2000.00
ROLL ECIA 20130925 000008525186395
JOB ECIA P ACCT 2870001757122393
REQUESTOR U138830
8510867 03/07/2014

Subpoena Processing Philadelphia
Y1372-110
Philadelphia PA 19101

Account number: 1757122393 ■ September 23, 2013 - September 30, 2013 ■ Page 2 of 4



Interest summary

Interest paid this statement	\$0.80
Average collected balance	\$98,250.00
Annual percentage yield earned	0.04%
Interest earned this statement period	\$0.80
Interest paid this year	\$0.80

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
9/23		Online Transfer From Tri-Med Corporation Ref #1be2Kf979P Business Checking Purchase 11029 117th St Seminole FL Prop	100,000.00		
9/23		Online Transfer to Tmfll Holdings LLC Ref #1be5Ggscpp Business Market Rate Savinginitial Deposit		250.00	99,750.00
9/25		Check		2,000.00	97,750.00
9/30		Interest Payment	0.80		97,750.80
Ending balance on 9/30					97,750.80
Totals			\$100,000.80	\$2,250.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount
	9/25	2,000.00

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wells Fargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 09/23/2013 - 09/30/2013	Standard monthly service fee \$30.00	You paid \$0.00
------------------------------------	--------------------------------------	-----------------

Your fee waiver is about to expire. You will need to meet the requirement(s) to avoid the monthly service fee. You have up to 90 calendar days from 09/23/2013 to complete the package requirements.

How to avoid the monthly service fee (complete 1 AND 2)	Minimum required	This fee period
1) Have any ONE of the following account requirements		
· Average ledger balance	\$25,000.00	\$98,250.00 <input checked="" type="checkbox"/>
· Combined balances in linked accounts, which may include	\$40,000.00	<input checked="" type="checkbox"/>
- Average ledger balances in business checking, savings, and time accounts		
- Most recent statement balances of: business credit card, Wells Fargo Express Equity [®] and BusinessLine [®] lines of credit, Wells Fargo BusinessLoan [®] term loan		
- Average daily balances from previous month in business PrimeLine [®] line of credit and Business PrimeLoan [™] account, Wells Fargo Express Equity [®] , SBA, and Equipment Express [®] loans		
2) Complete the package requirements		
· Have qualifying linked accounts or services in separate categories*	3	<input type="checkbox"/>

*Includes Wells Fargo business accounts and services such as debit card, savings accounts, active Online Banking, credit card, loans and lines of credit.
www

TMFL HOLDINGS, LLC
3905 TAMPA RD #2304
OLDSMAR, FL 34677

#4

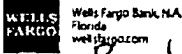
63-751/831 10921

Date 10/11/93

PAY to the order of ALL ABOUT TITLE

\$ 86,071.93

EIGHTY-SIX THOUSAND, Seventy-one AND ⁹³/₁₀₀ Dollars



Wells Fargo Bank, N.A.
Florida
wellsfargo.com

Packet ID# 1630 15 786 #7000 0540

For 11029 117th ST, LARGO Purchase

⑆063107513⑆ 1757122393⑈



REQUEST 00005633724000000 86071.93
ROLL ECIA 20131011 000000352425193
JOB ECIA P ACCT 2870001757122393
REQUESTOR U138830
8510867 03/07/2014

Subpoena Processing Philadelphia
Y1372-110
Philadelphia PA 19101

Account number: 1757122393 ■ October 1, 2013 - October 31, 2013 ■ Page 2 of 4



No purchase or obligation necessary to enter or win.

Activity summary

Beginning balance on 10/1	\$97,750.80
Deposits/Credits	145,001.67
Withdrawals/Debits	- 101,701.99
Ending balance on 10/31	\$141,050.48
Average ledger balance this period	\$56,897.90

Account number: 1757122393

TMFL HOLDINGS LLC

Florida account terms and conditions apply

For Direct Deposit and Automatic Payments use

Routing Number (RTN): 063107513

For Wire Transfers use

Routing Number (RTN): 121000248

Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Interest summary

Interest paid this statement	\$1.67
Average collected balance	\$56,897.90
Annual percentage yield earned	0.03%
Interest earned this statement period	\$1.67
Interest paid this year	\$2.47

Transaction history

<u>Date</u>	<u>Check Number</u>	<u>Description</u>	<u>Deposits/ Credits</u>	<u>Withdrawals/ Debits</u>	<u>Ending daily balance</u>
10/8	3	Check		330.88	
10/8		Check		17.72	97,402.20
10/11		Check		86,071.93	11,330.27
10/28		Online Transfer From Tri-Med Corporation Ref #1be5Grjgz5 Business Checking Pof St Vincent / Reno Funds Cayuga / Largo	145,000.00		156,330.27
10/30	2001	Check		15,281.46	141,048.81
10/31		Interest Payment	1.67		141,050.48
Ending balance on 10/31					141,050.48
Totals			\$145,001.67	\$101,701.99	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

<u>Number</u>	<u>Date</u>	<u>Amount</u>	<u>Number</u>	<u>Date</u>	<u>Amount</u>	<u>Number</u>	<u>Date</u>	<u>Amount</u>
	10/11	86,071.93	3	10/8	330.88	2001 *	10/30	15,281.46
	10/8	17.72						

* Gap in check sequence.

COMPOSITE EXHIBIT 47

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan				6. File Number	7. Loan Number	8. Mortgage Ins Case Number
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	4. <input type="checkbox"/> VA	128471TA12		
5. <input type="checkbox"/> Conv Ins	6. <input type="checkbox"/> Seller Finance	C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.				
D. Name & Address of Borrower TMFL Holdings, L.L.C., a Florida Limited Liability Company 3905 Tampa Road, #2304 Oldsmar, FL 34677			E. Name & Address of Seller Ronald Decio and Peggy Decio 4030 78th Avenue N. Apt. 2 Pinellas Park, FL 33781		F. Name & Address of Lender CASH	
G. Property Location Lot 893, Pasco County 9035 Saint Regis Ln. Port Richey, FL 34668			H. Settlement Agent Name Insured Title Agency, LLC 13029 West Linebaugh Ave, Ste 102 Tampa, FL 33626 Tax ID: 20-4740964 Underwritten By: Stewart			I. Settlement Date 12/30/2013 Fund: 12/30/2013
J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction			
100. Gross Amount Due from Borrower			400. Gross Amount Due to Seller			
101. Contract Sales Price		\$38,000.00	401. Contract Sales Price		\$38,000.00	
102. Personal Property			402. Personal Property			
103. Settlement Charges to borrower		\$395.00	403.			
104.			404.			
105.			405.			
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance			
106. 2013 Property Taxes 12/30/13 thru 12/31/13		\$4.96	406. 2013 Property Taxes 12/30/13 thru 12/31/13		\$4.96	
107. HOA/Condo Dues			407. HOA/Condo Dues			
108. Rent			408. Rent			
109. Maintenance			409. Maintenance			
110.			410.			
111.			411.			
112.			412.			
113.			413.			
114.			414.			
115.			415.			
116.			416.			
120. Gross Amount Due From Borrower		\$38,399.96	420. Gross Amount Due to Seller		\$38,004.96	
200. Amounts Paid By Or In Behalf Of Borrower			500. Reductions In Amount Due to Seller			
201. Deposit or earnest money			501. Excess Deposit			
202. Principal amount of new loan(s)			502. Settlement Charges to Seller (line 1400)		\$3,264.50	
203. Existing loan(s) taken subject to			503. Existing Loan(s) Taken Subject to			
204. Loan Amount 2nd Lien			504. Short Sale Payoff: Wells Fargo		\$34,740.46	
205.			505.			
206.			506.			
207.			507.			
208.			508.			
209.			509.			
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller			
210. 2013 Property Taxes			510. 2013 Property Taxes			
211. HOA/Condo Dues			511. HOA/Condo Dues			
212. Rent			512. Rent			
213. Maintenance			513. Maintenance			
214.			514.			
215.			515.			
216.			516.			
217.			517.			
218.			518.			
219.			519.			
220. Total Paid By/For Borrower		\$0.00	520. Total Reduction Amount Due Seller		\$38,004.96	
300. Cash At Settlement From/To Borrower			600. Cash At Settlement To/From Seller			
301. Gross Amount due from borrower (line 120)		\$38,399.96	601. Gross Amount due to seller (line 420)		\$38,004.96	
302. Less amounts paid by/for borrower (line 220)		\$0.00	602. Less reductions in amt. due seller (line 520)		\$38,004.96	
303. Cash From Borrower		\$38,399.96	603. Cash Seller		\$0.00	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.

The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

The information requested does not lend itself to confidentiality.

L. Settlement Charges				Paid From	Paid From
700. Total Sales/Broker's Commission based on price				Borrower's	Seller's
				Funds at	Funds at
				Settlement	Settlement
700.	Total Sales/Broker's Commission based on price	\$38,000.00	@6% = \$2,280.00		
Division of Commission (line 700) as follows:					
701.	\$1,440.00	to	Charles Rutenberg Realty, Inc.		
702.	\$840.00	to	Chais Realty		
703.	Commission Paid at Settlement			\$0.00	\$2,280.00
800.	Items Payable in Connection with Loan				
801.	Loan Origination Fee %	to			
802.	Loan Discount %	to			
803.	Appraisal Fee	to			
804.	Credit Report	to			
805.	Lender's Inspection Fee	to			
806.	Mortgage Insurance Application	to			
807.	Assumption Fee	to			
900.	Items Required by Lender To Be Paid in Advance				
901.	Interest from	12/30/2013	to 1/1/2014 @ \$0/day		
902.	Mortgage Insurance Premium for months	to			
903.	Hazard Insurance Premium for years	to			
1000.	Reserves Deposited With Lender				
1001.	Hazard insurance	months @	per month		
1002.	Homeowner's insurance	months @	per month		
1003.	Mortgage insurance	months @	per month		
1004.	HOA/Condo Dues	months @	per month		
1005.	Rent	months @	per month		
1006.	Maintenance	months @	per month		
1007.	MUD taxes	months @	per month		
1008.	Other taxes	months @	per month		
1011.	Aggregate Adjustment				
1100.	Title Charges				
1101.	Settlement or closing fee	to	Insured Title Agency	\$395.00	\$500.00
1102.	Abstract or title search	to			
1103.	Title examination	to			
1104.	Title insurance binder	to			
1105.	Document preparation	to			
1106.	Notary fees	to			
1107.	Attorney's fees	to			
(includes above items numbers:)					
1108.	Title insurance	to	Insured Title Agency		\$218.50
(includes above items numbers:)					
1109.	Lender's coverage	\$0.00/50.00			
1110.	Owner's coverage	\$38,000.00/\$218.50			
1111.	Endorsements	to			
1112.	Courier/Overnight/Delivery Fee	to			
1200.	Government Recording and Transfer Charges				
1201.	Recording Fees	Deed ; Mortgage ; Rel	to		
1202.	Intangible Tax	Deed ; Mortgage	to		
1203.	State tax/stamps	Deed \$266.00 ; Mortgage	to		\$266.00
1204.	Tax certificates	to			
1205.	Courier/Messenger Fee	to			
1300.	Additional Settlement Charges				
1301.	2013 Property Taxes	to	Pasco County Tax Collector	POC (\$) \$905.15	
1302.	Survey	to	Target Surveying, Inc.		
1400.	Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			\$395.00	\$3,264.50

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

[Handwritten Signature]

TMFL Holdings, LLC., a Florida Limited Liability Company
By: Anthony Nicholas III
Its: Organizer

Ronald Decio A/K/A Ronald Marion Decio
Decio by Tonya Rochelle Hacker My A-I-F
Ronald Decio a/k/a Ronald Marion Decio by Tonya Rochelle Hacker
My Attorney-In-Fact
Peggy Decio A/K/A Peggy Ann Decio
Decio by Tonya Rochelle Hacker My A-I-F
Peggy Decio a/k/a Peggy Ann Decio by Tonya Rochelle Hacker
My Attorney-In-Fact

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

[Handwritten Signature]

11/20/12
Date

Settlement Agent

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see, Title 18 U.S. Code Section 1001 and Section 1010.

Wire Transfer Services

Outgoing Wire Transfer Request



Today's Date:	Created After Deadline:	Wells Fargo Reference Number:	
12/26/2013	No	FW006627936052	
Banker Name:	Officer/Portfolio Number:		
RANDY ALLEN	A9279		
Banker Phone:	Store Number:	Banker AU:	Banker MAC:
727/533-4757	10921	0066279	Z0250-010

Outgoing wires can only be sent for Wells Fargo customers. Provide the Customer Copy to the customer ensuring you give them the Wire Transfer Agreement on pages 3 and 4. Note: Wells Fargo Wire Transfer Services will route wires based on correspondent banking relationships. See the Wire Transfer Information for explanations of the Mexican CLABE number, the SWIFT BIC, the International Routing Code ("IRC") and the International Bank Account Number ("IBAN").

Originator's Information

Customer Name:	Street Address:			
ANTHONY NICHOLAS JR	3905 TAMPA RD UNIT 2304			
Primary ID Type:	Primary ID Description:	Address Line 2:		
PINV	PIN Validation			
Primary ID SU/Ctry/Prov:	Primary ID Issue Date:	Primary ID Expiration Date:	Address Line 3:	
Secondary ID Type:	Secondary ID Description:	City:	State:	
DLIC	N242-014	OLDSMAR	FL	
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date:	ZIP/Postal Code:	Country:
FL	06/21/2011	06/21/2019	34677-9795	US
Business, Trust, or Estate Name:	Home Phone:		Business Phone:	
TMFL HOLDINGS LLC			727/458-7587	

Wire Amount and Source of Funds

Create AU:	Amount (US Dollars):	Debit Wells Fargo Account:	Bank/COID:
0066279	\$38,399.96	2393	00287

Beneficiary/Recipient Information (This is the ultimate recipient of the wire transfer funds)

Beneficiary/Recipient Name:	Name/Address Line 1:
Insured Title Agency LLC	
Beneficiary Account Number/IBAN (Foreign)/CLABE (Mexico):	Name/Address Line 2:
Information/Comments:	Name/Address Line 3:
for lot 893 9035 st regis lane	
	Beneficiary Phone Number:

Beneficiary Bank (This is the financial institution where the beneficiary maintains their account.)

ABA/RTN	SWIFT/BIC:	Beneficiary Bank Name:
061000104		SUNTRUST BANK
Beneficiary Bank Address:	City:	State:
	ATLANTA	GA

Customer Copy



128471213

Wire Transfer Credit Advice As Of 12/27/13 Distributed 12/27/13 4:06:36 PM EST

Account: 1000106047458
INSURED TITLE AGENCY LLC PRIMARY ESCROW ACCOUNT

Wire Transfer Credit

Amount: \$38,399.96 USD

Fed/IMAD Reference: 122711B7031R04071812271606FT03

SunTrust Reference Number: 131227015819

Beneficiary: [REDACTED]
INSURED TITLE AGENCY LLC

Beneficiary Bank: D/1000106047458
INSURED TITLE AGENCY LLC
PRIMARY ESCROW ACCOUNT
13029 W LINEBAUGH AVE STE 102
TAMPA FL 33626

Originator: A/121000248
WELLS FARGO BANK, NA
SAN FRANCISCO, CA

Originator: /000001757122393
TMFL HOLDINGS LLC
3905 TAMPA RD UNIT 2304
OLDSMAR FL 34677-9795

Originator to Beneficiary Information: FOR LOT 893 9035 ST REGIS LANE

Sender Reference: 2013122700122788

Originator Reference: 0066279360380052

Money Transfer Customer Service

Please contact us for further information about this or other funds transfers. You may reach us at 1-800-947-3786 for information regarding domestic or international transfers. When inquiring about this transaction, please have the SunTrust Reference Number (above) available.

Thank you for banking with SunTrust.



Overdraft Protection

This account is not currently covered by Overdraft Protection. If you would like more information regarding Overdraft Protection and eligibility requirements please call the number listed on your statement or visit your Wells Fargo store.

Interest summary

Interest paid this statement	\$1.99
Average collected balance	\$71,830.28
Annual percentage yield earned	0.03%
Interest earned this statement period	\$1.99
Interest paid this year	\$8.04

Transaction history

Date	Check Number	Description	Deposits/ Credits	Withdrawals/ Debits	Ending daily balance
12/5	2015	Check		23.66	90,947.40
12/12	2011	Check		20,000.00	70,947.40
12/20	2018	Check		47.95	70,899.45
12/27		Wire Trans Svc Charge - Sequence: 131227122788 Srf# 0066279360380052 Trn#131227122788 Rfb#		30.00	
12/27		WT Fed#00718 Suntrust Bank /Ftr/Bnf=Insured Title Agency LLC Srf# 0066279360380052 Trn#131227122788 Rfb#		38,399.96	32,489.49
12/31		Interest Payment	1.99		32,471.48
Ending balance on 12/31					32,471.48
Totals			\$1.99	\$58,501.57	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Summary of checks written (checks listed are also displayed in the preceding Transaction history)

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
2011	12/12	20,000.00	2015 *	12/5	23.66	2018	12/20	47.95

* Gap in check sequence.

Monthly service fee summary

For a complete list of fees and detailed account information, please see the Wells Fargo Fee and Information Schedule and Account Agreement applicable to your account or talk to a banker. Go to wellsfargo.com/feefaq to find answers to common questions about the monthly service fee on your account.

Fee period 12/01/2013 - 12/31/2013	Standard monthly service fee \$30.00	You paid \$0.00
How to avoid the monthly service fee (complete 1 AND 2)		Minimum required
1) Have any ONE of the following account requirements		This fee period
· Average ledger balance	\$25,000.00	\$71,830.00 <input checked="" type="checkbox"/>
· Combined balances in linked accounts, which may include	\$40,000.00	<input checked="" type="checkbox"/>
- Average ledger balances in business checking, savings, and time accounts - Most recent statement balances of: business credit card, Wells Fargo Express Equity [®] and BusinessLine [®] lines of credit, Wells Fargo BusinessLoan [®] term loan - Average daily balances from previous month in business PrimeLine [®] line of credit and Business PrimeLoan [™] account, Wells Fargo Express Equity [®] , SBA, and Equipment Express [®] loans		

COMPOSITE EXHIBIT 48

Exhibit "A"

Trimed
Contractor:

Signature: _____

1/15-2/28
Est. Date of
Completion:

Property Turnaround List

Address:	9035 St Regis Circle	
Owner:		
Property Code:		
Project		
Commencement Date:	1/15/2014	
Square Footage:	1200	
Bed/Bath:	3bd 2 bth	
Year:	1953	
Gas Meter Number:		
Gas Meter:		
Electric Panel Number:		
Electric Panel:		
Water Meter Number:		
Water Meter Reading:		
PTL Bid:		
G.C. Fee:		

FWD DRAW 300
 1ST TIME FL 2025
 OK # 2025
 \$15000

Exterior	Description	Price
Exterior Paint (2329)	Paint all Exterior including pressure washing and caulking,	\$1,700.00
Pressurewash	Pressure Wash driveway, garage, entry, walkways and lanai,	\$200.00
Replace Roof	30 Year, DIMENSIONAL Shingle	\$6,500.00
STANDARD FIXED COST		
	Description	Price
A/C	Replace all wiring which was removed	\$2,000.00
Landscaping		\$1,000.00
Wood Fence	Repair	\$80.00
Dumpster	Cost of removing roof and interior elements	\$600.00
Electrical	Replace entire electrical system	\$4000
Interior		
	Description	Price

Interior Paint	Repair Drywall and Paint Interior	\$2,200.00
Door and Windows	Repair Doors and Windows	\$150.00
Final Clean		\$300.00
Remodelling		
Kitchen		
	Description	Price
Counter top		
Switches (Ivory), Outlets, Cover Plates		
Blinds (Windows)		
Kitchen Sink		
Under Sink		
Range		
Refrigerator		
Microwave		
Dishwasher		\$5,500.00
Guest Bathroom	Paint Tile and Tub	\$300.00
	New toilet	\$150.00
	New granite top	\$300.00
	New Faucet	\$100.00
	Medicine Cabinet	\$150.00
	New Shower and trim	\$30.00
	Carpet	\$500.00
Master Bathroom		
	Paint Tile and Tub	\$1,000.00
	New toilet	\$150.00
	Faucet	\$100.00
	New granite top	\$300.00
	Medicine Cabinet	\$150.00
	New Shower and trim	\$30.00
	Carpet	\$500.00
TOTAL		\$27990

2025

TMFL HOLDINGS LLC

INVESTMENT ACCT
3905 TAMPA RD UNIT 2304
OLDSMAR, FL 34677

Wells Fargo, N.A.

63-751-631



1/15/2014

PAY TO THE ORDER OF **DIKSON RODRIQUEZ**

\$ **15,000.00

Fifteen Thousand and 00/100***** DOLLARS

DIKSON RODRIQUEZ
1822 E OKALOOSA AVE
TAMPA, FL 33604



[Handwritten Signature]
AUTHORIZED SIGNATURE

MEMO

RENO 1ST DRAW-PROP# 5 (9035 ST REGIS LN)

⑈002025⑈ ⑆063107513⑆ 1757122393⑈

TMFL HOLDINGS LLC INVESTMENT ACCT

2025

DIKSON RODRIQUEZ
DIKSON LOAN

1/15/2014
RENO 1ST DRAW-PROP# 5 (9035 ST REGIS LN)

15,000.00

TMFLH INV AC#2393 RENO 1ST DRAW-PROP# 5 (9035 ST REGIS L

15,000.00

TMFL HOLDINGS LLC INVESTMENT ACCT

2025

DIKSON RODRIQUEZ
DIKSON LOAN

1/15/2014
RENO 1ST DRAW-PROP# 5 (9035 ST REGIS LN)

15,000.00

TMFLH INV AC#2393 RENO 1ST DRAW-PROP# 5 (9035 ST REGIS L

15,000.00

Exhibit "A"

Trimed
Contractor:

Signature: _____

1/15-2/28

Est. Date of
Completion:

Property Turnaround List

Address:	9035 St Regis Circle
Owner:	
Property Code:	
Project Commencement Date:	1/15/2014
Square Footage:	1200
Bed/Bath:	3bd 2 bth
Year:	1953
Gas Meter Number:	
Gas Meter:	
Electric Panel Number:	
Electric Panel:	
Water Meter Number:	
Water Meter Reading:	
PTL Bid:	
G.C. Fee:	

PA
 PA \$10,000.00
 chell #
 2026
 TMFL HOLDINGS
 BAY DRE
 \$2990.00

Exterior	Description	Price
Exterior Paint (2329)	Paint all Exterior including pressure washing and caulking,	\$1,700.00
Pressurewash	Pressure Wash driveway, garage, entry, walkways and lanai,	\$200.00
Replace Roof	30 Year, DIMENSIONAL Shingle	\$6,500.00
STANDARD FIXED COST		
A/C	Description	Price
A/C	Replace all wiring which was removed	\$2,000.00
Landscaping		\$1,000.00
Wood Fence	Repair	\$80.00
Dumpster	Cost of removing roof and interior elements	\$600.00
Electrical	Replace entire electrical system	\$4000
Interior	Description	Price

Interior Paint	Repair Drywall and Paint Interior	\$2,200.00
Door and Windows	Repair Doors and Windows	\$150.00
Final Clean		\$300.00
Remodelling		
Kitchen		
	Description	Price
Counter top		
Switches (Ivory), Outlets, Cover Plates		
Blinds (Windows)		
Kitchen Sink		
Under Sink		
Range		
Refrigerator		
Microwave		
Dishwasher		\$5,500.00
Guest Bathroom	Paint Tile and Tub	\$300.00
	New toilet	\$150.00
	New granite top	\$300.00
	New Faucet	\$100.00
	Medicine Cabinet	\$150.00
	New Shower and trim	\$30.00
	Carpet	\$500.00
Master Bathroom		
	Paint Tile and Tub	\$1,000.00
	New toilet	\$150.00
	Faucet	\$100.00
	New granite top	\$300.00
	Medicine Cabinet	\$150.00
	New Shower and trim	\$30.00
	Carpet	\$500.00
TOTAL		\$27990

2026

TMFL HOLDINGS LLC

INVESTMENT ACCT
3905 TAMPA RD UNIT 2304
OLDSMAR, FL 34677

Wells Fargo, N.A.

63-751-631

Printed on 100% Recycled Paper

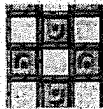
1/28/2014

PAY TO THE ORDER OF **DIKSON RODRIGUEZ**

\$ **10,000.00

Ten Thousand and 00/100***** DOLLARS

DIKSON RODRIGUEZ
1822 E OKALOOSA AVE
TAMPA, FL 33604



[Handwritten Signature]
AUTHORIZED SIGNATURE

MEMO
RENO 2ND DRAW-PROP# 5 (9035 ST REGIS LN)

⑈002026⑈ ⑆063107513⑆ 1757122393⑈

TMFL HOLDINGS LLC INVESTMENT ACCT

2026

DIKSON RODRIGUEZ
Cost of Goods Sold

1/28/2014
RENO 2ND DRAW-PROP# 5 (9035 ST REGIS LN)

10,000.00

TMFLH INV AC#2393 RENO 2ND DRAW-PROP# 5 (9035 ST REGIS

10,000.00

TMFL HOLDINGS LLC INVESTMENT ACCT

2026

DIKSON RODRIGUEZ
Cost of Goods Sold

1/28/2014
RENO 2ND DRAW-PROP# 5 (9035 ST REGIS LN)

10,000.00

TMFLH INV AC#2393 RENO 2ND DRAW-PROP# 5 (9035 ST REGIS

10,000.00