

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 20-CIV-21964-CMA**

SECURITIES AND EXCHANGE
COMMISSION,
Plaintiff,

v.

TCA FUND MANAGEMENT GROUP CORP.,
et al.,
Defendants.

**RECEIVER'S MOTION TO CONFIRM AND/OR APPROVE AUTHORITY TO SELL
THE ASSETS OF SPV CHAMPION PAIN CARE CORPORATION**

Jonathan E. Perlman, Esq., court-appointed Receiver (the "Receiver") of the Receivership Entities,¹ by and through undersigned counsel, hereby files this Motion to Confirm and/or Approve Authority to Sell the Assets of SPV Champion Pain Care Corporation ("Champion Pain").

BACKGROUND

1. On May 11, 2020, the Securities and Exchange Commission ("SEC") filed its Complaint for Injunctive Relief against TCA Fund Management Group, Corp. ("FMGC"), TCA Global Credit Fund GP, Ltd. ("GP") (collectively, "Receivership Defendants"), and TCA Global Credit Fund, LP ("Feeder LP"), TCA Global Credit Fund, Ltd. ("Feeder Ltd."), and TCA Global Credit Master Fund, LP ("Master Fund") (collectively, "Relief Defendants") (Receivership Defendants and Relief Defendants are collectively referred to as "Defendants"). [ECF No. 1].

2. The SEC filed an Expedited Motion for Appointment of Receiver. [ECF No. 3].

¹ All terms not specifically defined herein have the meaning ascribed to them in the SEC's Motion for Appointment of Receiver [ECF No. 3] and the Court's Appointment Order [ECF No. 5], and the Court's First Expansion Order [ECF No. 16].

3. On the same day, the Court granted the motion and appointed Jonathan E. Perlman, Esq., of the law firm Genovese Joblove & Battista, P.A. (“GJB”), as permanent Receiver over the Receivership Entities [ECF No. 5] (“Appointment Order”).

4. Pursuant to the Appointment Order, the Receiver “may, without further Order of the Court, transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business, on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property.” [*Id.* at § IX ¶ 31].

5. One such Receivership Property is Champion Pain, which is a special purpose vehicle (“SPV”) that is 100% owned by Master Fund.

6. Prior to the inception of the Receivership, Champion Pain was formed from the foreclosure on debt through an Article 9 UCC foreclosure sale.

7. Champion Pain is a service company providing bookkeeping and back office services to physicians and physicians groups. It was initially formed with the intent of building out a national chain of pain management clinics, and started with the acquisition of two separate medical practices (which are the subject of the Asset Purchase Agreements explained further below). However, the goal of building the national chain of pain management clinics did not come to fruition and no other medical practices were purchased.

8. Due to strict licensing requirements for pain management clinics, the original entities (and buyers under the Asset Purchase Agreements below)—PhysiMed, P.A. (“PhysiMed”) and Ouch, P.A. (“Ouch”)—remained operating the two separate practices while Master Fund employees pursued entity level licensing in order to operate the practices themselves.

9. Master Fund never obtained such licensing, however, and the operations of

Champion Pain remained in the individual practices and with PhysiMed and Ouch.

10. The individual practices have separate doctors, but there is some overlap between the operations and management. Each practice has a separate Medicare billing number, collects payments in its own name, and the employees are employed by each entity separately.

11. Due to the unique nature of the industry, the individual licensing issues that arise with such a regulated field, and the lack of market for pain management clinics at the present time, the Receiver and his professionals determined it was in the best interest of the Receivership Estate to enter into two separate Asset Purchase Agreements, one for each practice, to sell the assets of Champion Pain back to the original entities and doctors.²

12. The Receiver and his professionals have been diligently and actively pursuing sale opportunities since the start of the Receivership for Champion Pain and have negotiated the attached Asset Purchase Agreements.

13. The marketing and negotiation of the sale of Champion Pain's assets was overseen by the Receiver's corporate restructuring officer, Development Specialist, Inc. ("DSI").

14. The Receiver has consulted with his professionals and evaluated the Asset Purchase Agreements, and he has concluded that the best way to monetize Master Fund's interest in Champion Pain was to sell the assets of the practices back to the original entities and the doctors, because the market for pain management clinics has recently plummeted.

15. As such, it is in the best interest of the Receivership Estate to enter into the Asset Purchase Agreements attached hereto.

² A copy of the Asset Purchase Agreement between Champion Pain, as seller, and PhysiMed and Dr. Robert R. Silva, as buyers is attached hereto as Exhibit "A." A copy of the Asset Purchase Agreement between Champion Pain, as seller, and Ouch, Dr. Jyoti Patel, and Dr. Elena Stanescu, as buyers, is attached hereto as Exhibit "B."

16. This sale of Champion Pain's assets would result in two lump sum payments to the Receivership Estate in the amounts of \$44,000.00 and \$146,000.00.

17. Accordingly, the Receiver seeks confirmation and/or approval to enter into the attached Asset Purchase Agreements for the sale of Champion Pain's assets and to consummate the sale transaction set forth therein.

ARGUMENT

18. 28 U.S.C. §§ 2001 and 2004 set forth the requirements for the sale of real property and personalty generally. Section 2004 provides that "[a]ny personal property sold under order or decree of any court of the United States shall be sold in accordance with Section 2001 of this title, **unless the court orders otherwise.**" 28 U.S.C. § 2004 (emphasis added).

19. The Appointment Order specifically authorizes the Receiver to "transfer, compromise, or otherwise dispose of any Receivership Property, other than real estate, in the ordinary course of business on terms and in the manner the Receiver deems most beneficial to the Receivership Estate, and with due regard to the realization of the true and proper value of such Receivership Property." [ECF No. 5 at IX ¶ 31].

20. A determination as to whether the receiver's motion to approve a sale should be granted is founded in the court's inherent equitable power. *See S.E.C. v. Credit Bancorp Ltd.*, 290 F.3d 80, 82-83 (2d Cir. 2002) (a receivership court has broad equitable authority to issue orders necessary for the proper administration of the estate and all of the assets and property thereof); *see also Gockstetter v. Williams*, 9 F.2d 354, 357 (9th Cir. 1925) ("In authorizing the sale of property by receivers, courts of equity are vested with broad discretion as to price and terms.").

21. This is especially true where the sale represents the receiver's exercise of his/her sound business discretion and judgment as a course of action that the receiver attests is in the best

interests of the receivership estate. The receiver's judgment in these matters is entitled to great judicial deference. *See In re JFD Enter., Inc.*, 2000 WL 560189, *5 (1st Cir. 2000) ("The trustee has ample discretion to administer the estate, including authority to conduct public or private sales of estate property. Courts have much discretion on whether to approve proposed sales, but the trustee's business judgment is subject to great judicial deference.") (internal citations omitted). The statutes governing the sale of personal property by a receiver allow the court flexibility to modify sale procedures as appropriate under the circumstances. *See* 28 U.S.C. §§ 2001 and 2004.

22. In *SEC v. Morriss*, the court found sufficient grounds existed to authorize the receiver's sale of preferred and common stock outside the statutory scheme set forth in 28 U.S.C. §§ 2001 and 2004. No. 4:12-CV-80 (CEJ), 2014 WL 13247528 (E.D. Mo. April 2, 2014). In *Morriss*, the receivership owned shares of preferred and common stock in a private financial software company. *Id.* at *1. The receiver sought authorization to sell those shares back to the company. *Id.* The receiver represented to the court that the pool of buyers of the shares of the company was limited and since the company was a private company, it was under no obligation to provide the information and diligence a serious potential buyer would require. *Id.* Additionally, an accounting firm evaluated the offer and concluded that the share prices offered would give the receivership "a rate of return commensurate with the expected returns of venture capitalists in start-up and early development companies. *Id.* Further, the purchase provides liquidity for what would otherwise be an illiquid long-term investment." In addition to finding sufficient grounds to authorize the sale outside of the statutory scheme, the court found that the offer by the company represented the best price for the preferred and common stock under the circumstances. *Id.*

23. In this case, the sales process and negotiation of the Asset Purchase Agreements was overseen by the Receiver's corporate restructuring officer, DSI.

24. Due to the unique nature of Champion Pain and the medical practices at issue, the Receiver cannot sell the practices to third parties as the practices operate with their own individual licenses that cannot be transferred. Moreover, the doctors' licenses that are associated with the practices cannot be transferred, as they are also individually owned.

25. Accordingly, throughout the sales process, DSI only received serious interest in the purchase of Champion Pain's assets from the original entities and the doctors themselves. This was not unexpected given the state of the business of Champion Pain and the unique nature of the industry.

26. The offer to buy the assets of Champion Pain by the original entities and the doctors associated with each medical practice is the best possible opportunity for the Receivership Estate, as it is the best offer that has been received.

27. Accordingly, the Receiver seeks confirmation and/or approval of authority to enter into the Asset Purchase Agreements, which are attached hereto as Exhibit "A" and "B," and to consummate the sale transaction set forth therein.

WHEREFORE, Receiver, Jonathan E. Perlman, by and through his undersigned counsel respectfully requests that this Honorable Court grant the Motion to confirm the Receiver's authority to enter into the referenced Asset Purchase Agreements of Champion Pain Care Corporation in order to recover the funds for the benefit of the Receivership Estate and for such other relief as this Court deems just and proper.

S.D. Fla. L.R. 7.1(A)(3) CERTIFICATE OF CONFERENCE

The undersigned hereby certifies that counsel for the Receiver conferred with counsel for the SEC on September 22, 2021 via email, regarding the requested relief and is authorized to represent that the SEC has no objection to the relief requested herein.

GENOVESE JOBLOVE & BATTISTA, P.A.
Attorneys for Jonathan E. Perlman, Receiver
100 Southeast 2nd Street, Suite 4400
Miami, Florida 33131
Telephone: (305) 349-2300
Facsimile: (305) 349-2310

By: /s/ Elizabeth G. McIntosh
Elizabeth G. McIntosh, Esq.
Florida Bar No. 1011555
emcintosh@gjb-law.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was served via CM/ECF Notification and/or U.S. Mail to all parties and notification of such filing to all CM/ECF participants in this case on the 11th day of October, 2021.

By: /s/ Elizabeth G. McIntosh
Elizabeth G. McIntosh, Esq.

[12455-001/332444/3]

Exhibit “A”

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and dated this 30th day of September 2021, by and between Champion Pain Care Corporation ("Seller"), PhysiMed, P.A., a Florida corporation ("PhysiMed"), and Dr. Robert R. Silvera (the "Principal of PhysiMed"). PhysiMed and the Principal of PhysiMed are collectively referred to herein as the "Buyers."

RECITALS

WHEREAS, on May 11, 2020 (the "Receivership Date"), Jonathan E. Perlman, Esq. was appointed as Receiver ("Receiver") over TCA Fund Management Group Corp., TCA Global Credit Fund GP, Ltd., TCA Global Credit Fund LP, TCA Global Credit Fund, Ltd, and TCA Global Credit Master Fund, LP (the "Receivership") in the matter of Securities and Exchange Commission ("SEC") v. TCA Fund Management Group Corp, et, al. pending in the United States District Court for the Southern District of Florida (Miami Division) (Case No. 20-21964-CIV-ALTONAGA)(the "Court"); and

WHEREAS, the Seller is the wholly owned subsidiary of TCA Global Credit Master Fund, LP; and

WHEREAS, the Seller is a service company providing bookkeeping and so-called back office services to physicians and physician groups, including the Buyers, but Seller is not a medical provider (the "Business"); and

WHEREAS, the Seller desires to sell to Buyers and Buyers desire to acquire from Seller, all of Seller's right, title and interest in certain assets relating to the Business, all on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

ARTICLE I

ASSET DESCRIPTION

1.01 Assets. Seller hereby sells, assigns, transfers and conveys to PhysiMed, and PhysiMed hereby purchases from Seller, all of Seller's right, title and interest in the assets owned by Seller that are currently used in the medical practice operated by the Principal of PhysiMed located at 800 Zeagler Drive, Suite 610, Palatka, Florida 32177 including, without limitation, those assets listed on Exhibit A hereto (the "Assets"). The executory contracts ("Executory Contracts") to which the Seller is a party that are listed on Exhibit B shall be assigned by the Seller to PhysiMed.

1.02 Assumption of Liabilities. Buyers hereby jointly and severally assume and agree to pay, fully satisfy when due and fully perform when required, all of the Receiver or Seller's or any of its affiliates' liabilities and obligations (including but not limited to National Healthcare), whether primary or secondary, direct or indirect, absolute or contingent, arising out of or relating to the Assets except those that are explicitly listed and identified on Exhibit C hereto, whether now existing or hereafter arising and whether arising out of occurrences, events or incidents occurring prior to the date hereof or thereafter, specifically including all claims related to medical treatment or medical negligence at any time asserted against the Buyers or arising from the action or inaction of any Buyer (the "Assumed Liabilities"). Buyers shall jointly and severally indemnify and hold harmless the Receiver, Seller and its affiliates from and against any and all demands, losses, damages, liabilities, costs and expenses (including without limitation, attorneys' fees), judgments and settlements arising from Buyers' failure to fully or timely to pay, perform, satisfy, or settle any Assumed Liabilities, including Buyers providing a defense to the Receiver or Seller in connection with any such matters. All persons or entities having any right in respect to any of the Assumed Liabilities are intended third-party beneficiaries of Buyer's covenants in this Section 1.02. Buyers' obligations under this Section will not be subject to offset or reduction by reason of any actual or alleged breach of any representation, warranty or covenant contained in this Agreement or any closing or other document contemplated by this Agreement, any right or alleged right of indemnification hereunder, or for any other reason. Other than the Assumed Liabilities, the Buyers will not assume, and will not otherwise be responsible for or bear the economic burden of, any of Seller's or any of its affiliates' liabilities and obligations whether primary or secondary, direct or indirect, absolute or contingent, or otherwise, including, without limitation, any liabilities related to the Assets that are not Assumed Liabilities.

1.03 Approval. The Buyers acknowledge that the terms of the Transaction and this Agreement and performance of the obligations of the Receiver and Seller hereunder are subject to approval of the Receiver and the Court as well as any objection that may be raised with the Court by the SEC. Upon agreement of the parties to the terms hereof, the Seller will work with the Receiver to promptly submit this Agreement to the SEC and to the Court to obtain approval hereof (the approvals of the Receiver and the Court are referred to herein collectively as the "Approval").

ARTICLE II

PURCHASE PRICE

2.01 Amount of Purchase Price. In consideration for the transfer of the Assets, Buyers will pay to the Receiver \$[44,000.00] (the "Purchase Price") in cash within ten days of the Approval.

2.02 Taxes. Buyers shall pay all transfer, sales and use taxes, if any, that arise from the transaction contemplated hereby (the "Transaction").

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.01 Seller's Representations and Warranties. The Receiver and Seller represent, warrant

and covenant to Buyers:

(a) Power and Authority. Upon receipt of the Approval, the Receiver and Seller will have full power and authority to execute, deliver, and perform its obligations under this Agreement, and this Agreement and all agreements, instruments, and documents executed by Seller and delivered herewith are duly authorized, executed, and delivered by, and binding upon Seller.

(b) No Other Warranties by Seller/Release and Waiver by Buyers. The Receiver and Seller are selling the Assets on an "AS IS, WHERE IS" basis, with all defects, apparent and not apparent, with no representations or warranties of any kind, express or implied, either oral or written, with respect to the physical condition or value of the Assets. Upon the Closing, Buyers shall assume all risk, responsibility, liability and obligation for the physical condition, quality, performance and status of the Assets. Buyers assume the entire cost of all necessary servicing or repair should defects appear. The Receiver and Seller have made no warranty or representation whatsoever regarding the fitness for a particular purpose, quality or merchantability of the Assets. THE RECEIVER AND SELLER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE ASSETS. ACKNOWLEDGING THAT THIS IS AN "AS IS" TRANSACTION, TO THE FULLEST EXTENT ALLOWED BY LAW, BUYERS HEREBY RELEASE AND WAIVES ANY AND ALL CLAIMS, WHENEVER ARISING OR ACCRUING, WHETHER KNOWN OR UNKNOWN, RELATING TO OR ARISING FROM THE CONDITION, QUALITY, PERFORMANCE OR STATUS OF THE ASSETS AT ANY TIME, AGAINST (1) SELLER, (2) THE RECEIVER, THE RECEIVERSHIP AND ITS AGENTS, AND (3) ANY CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, CONSULTANTS OR PROFESSIONALS OF EVERY TIER PERFORMING ANY WORK OR SERVICES IN CONNECTION WITH THE ASSETS ANY TIME BEFORE THE DATE HEREOF (collectively, the "Seller Parties"). This waiver applies to claims under any legal theory, including but not limited to negligence, negligence per se, negligent misrepresentation, defective design or construction, breach of contract or breach of express or implied warranty, breach of fiduciary duty, strict liability, nuisance, trespass or any other theory, whether arising from statute, contract, tort or otherwise. This release and waiver shall be binding upon Buyers and all successor owners, buyers or users of the Assets and their respective employees, contractors, property managers, brokers, heirs, successors, assigns, guests and invitees. Buyers agree to require that this release and waiver be included as a term in any future sale or lease of the Assets, and that Buyers shall indemnify, defend, reimburse and hold the Receiver and Seller harmless from any claim, suit, demand, damage, liability or expense resulting from the failure to do so. This waiver shall act as a complete bar and defense against any released or waived claim.

3.02 Buyers' Representations and Warranties. Each Buyer represents, warrants and covenants to Seller that:

(a) Corporate Organization. PhysiMed is a Florida corporation duly organized, validly existing and in good standing under the laws of Florida.

(b) Power and Authority. Each Buyer has all requisite power and authority to enter into this Agreement and carry out all of its obligations under this Agreement. The managers, stockholders, or officers of PhysiMed who shall execute and deliver this Agreement and all other documents or agreements delivered herewith have been duly authorized to do so by all requisite action.

(c) No Litigation. There are no actions, suits or proceedings pending or threatened in any court or before any administrative agency which would prevent any Buyer from completing this transaction.

(d) Each Buyer is willing, authorized, capable and qualified financially, legally and otherwise, to unconditionally perform all obligations under this Agreement, including performance of all obligations under the Assumed Liabilities.

(e) Due Diligence. Each Buyer represents that it has had the opportunity to conduct due diligence and make inquiry of the Seller related to the Business. The Principal of PhysiMed represents that he is a former employee of the Seller and therefore possess specific knowledge as to the operation and condition of the Business including the Assets and the Assumed Liabilities.

ARTICLE IV

RELEASE

4.01 Mutual Release and Covenant not to Sue. It is the specific intent of each Buyer for itself and on behalf of its affiliates and each of its and their respective members, partners, managers, officers, directors, shareholders, employees, affiliates, agents, successors and assigns (collectively with each Buyer, the "Buyer Releasors") and Seller and its affiliates, successors, assigns, agents, and all persons acting by, through or under each of them (collectively with Seller, the "Seller Releasors") to specifically forever settle all claims, other than with respect to obligations set forth in this Agreement, that such Buyer Releasor may have against any Seller Releasor and that any Seller Releasor may have against any Buyer Releasor, whether they be known or unknown, matured or unmatured or otherwise, including all further costs and attorneys' fees derived therefrom. Each Releasor also represents, warrants and agrees that it has not transferred or assigned any of the released claims and is the sole owner of such rights being released hereby, and that by signing this Agreement, such Releasor additionally covenants not to, and to cause its affiliates not to, sue or to file any complaint of any kind whatsoever arising out of or in any way relating to any claim released hereby. Except for the obligations set forth in this Agreement, which are not released hereby, each Releasor agrees that the releases set forth in this Section (collectively, this "Release") extend to all claims which such Releasor knows or suspects to exist in its or its affiliates' favor or believes may come into existence in the future. Except for the obligations set forth in this Agreement, which are not released hereby, each Releasor intends this Release to be a full and complete release in satisfaction of all claims, whether or not known or suspected by such Releasor or its affiliates to exist in its favor at the time of execution of this Release. The provisions of this Release may be pleaded as a full and complete defense to, and may be used as the basis for any injunction against, any action, suit or other proceeding that may

be instituted, prosecuted or attempted in breach of this Release. This Release however does not release any claims or judgments belonging to the Receiver or Seller against Garland Brown.

4.02 Special Release. Except as described below and subject to applicable law, each Buyer, and as to PhysiMed, its respective officers, directors, managers, owners, employees, and agents, agrees and covenants not to file any suit, charge or complaint against the Seller or any of its subsidiaries and affiliates, or the Receivership, their present and former agents, employees, officers, directors, successors, and assigns, either individually or collectively as the case may be (collectively, the "Released Parties") in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of the Principal of PhysiMed's employment with the Seller or separation therefrom other than with respect to obligations set forth in this Agreement. The Principal of PhysiMed represents that no claim, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to their respective employment by the Seller. Notwithstanding the foregoing, The Principal of PhysiMed agrees to waive his respective right to recover monetary damages in any charge or lawsuit filed by the Principal of PhysiMed or anyone else on his behalf. For and in consideration of the benefits the Principal of PhysiMed shall receive as a consequence to the transaction contemplated hereby, the Principal of PhysiMed, on his own behalf and on behalf, his heirs, executors, successors and assigns, hereby releases and forever discharges the Seller from any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorneys' fees and all liabilities whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, which the Principal of PhysiMed has or may have against the Seller as a result of employment by and subsequent termination as an employee of the Seller, up to the date of the execution of this Agreement other than with respect to obligations set forth in this Agreement. This includes but is not limited to claims at law or equity or sounding in contract (express or implied) or tort arising under state workers' compensation claims or state workers' compensation laws (if applicable), or federal, state, or local laws prohibiting religion, national origin, color, age, sex, race, disability, veteran or any other forms of discrimination. This further includes any and all claims arising under the Genetic Information Nondiscrimination Act (GINA), the Fair Labor Standards Act (ELSA), the Lilly Ledbetter Fair Pay Act of 2009, the Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Warn Act, Section 1981, the Equal Pay Act, Title VII of the Civil Rights Act of 1964, or the Employee-Retirement Income Security Act (ERISA), as amended, or claims growing out of any legal restrictions on the Seller's right to terminate its employees. The Principal of PhysiMed however, may challenge the validity of any ADEA release contained in this Agreement. If the Principal of PhysiMed breaches this covenant, notwithstanding any provision of this Agreement, he agrees that he will indemnify the Seller for all damages and expenses, including legal fees, incurred by the Seller in defending, participating in, or investigating any matter or proceeding covered by this Section 4.02; provided however, that the indemnity obligations of this Section 4.02 do not apply to a claim challenging the knowing and voluntary nature of any ADEA release portion of this Agreement. In any ADEA action, the Seller will have the right to recover attorney's fees and costs consistent with the provisions of the ADEA. When used in this Section 4.02, the term Seller shall include any affiliates of Seller which employed the Principal of PhysiMed. The Principal of PhysiMed also acknowledges that (a) he has the right to revoke his release of any claims arising under the ADEA within seven (7) calendar days after signing this Agreement by providing written notice of revocation to Seller.

ARTICLE V

NOTICES

5.01 All notices under this Agreement shall be in writing and shall be given by personal delivery, overnight carrier, or by certified mail, postage prepaid, return receipt requested, to the parties at the addresses as set forth below (or at such other address as a party shall specify in writing from time to time). Notices, if personally delivered, shall be deemed to have been received on the date of delivery, if by overnight carrier, on the date delivered, and if given by certified mail, on the seventh business day after mailing.

If to Seller:

c/o Jonathan E. Perlman, Receiver
Genovese Joblove & Battista, P.A.
100 SE 2nd Street, Suite 4400
Miami, Florida 33131

with a copy to:

Greg Garno, Esquire
Genovese Joblove & Battista, P.A.
100 SE 2nd Street, Suite 4400
Miami, Florida 33131

If to Buyers:

PhysiMed, P.A. or
Dr. Robert R. Silvera
800 Zeagler Drive, Suite 610
Palatka, FL 32177

with a copy to:

Rick Reznicek, Esq.
RezLegal, LLC
816 A1A North, Suite 204
Ponte Vedra Beach, FL 32082

A party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner provided above to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

ARTICLE VI

MISCELLANEOUS

6.01 Further Assurances. Each party shall, at the request of the other, at any time and from time to time following the Closing hereunder, execute and deliver to the requesting party all such

further instruments as may be reasonably necessary or appropriate in order to more effectively assign, transfer and convey to a Buyer the Assets and Executory Contracts, or to perfect or record a Buyer's title to or interest in the Assets and Executory Contracts, or otherwise carry out the provisions of this Agreement.

6.02 Access to Books and Records. After the Closing, Seller shall have reasonable access to any books and records that may be transferred to Buyers as part of the Assets, if any, for the purpose of administering and winding down the Receivership. Upon receipt of reasonable prior notice, Buyers agree to permit Seller and its attorneys or agents to inspect and copy books and records relating to the Assets in connection with the Receivership.

6.04 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without reference to conflict of law principles, and except as superseded by applicable federal laws.

6.05 Federal Court Jurisdiction. The resolution of any and all disputes between the parties herein concerning the Assets, Executory Contracts, or this Agreement, including any indemnification claims shall be subject to the exclusive jurisdiction of the Court appointing the Receiver..

6.06 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, personal representatives, and permitted assigns.

6.07 Arm's Length Transaction. The Transaction, and the relationship between Seller and Buyers, and their respective agents, is wholly "arm's length."

6.08 Time of Essence. Time is of the essence of this Agreement and all of the terms, provisions, covenants and conditions hereof.

6.09 Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

6.10 Fees and Expenses. The parties hereto shall each bear their own expenses, including but not limited to legal fees, incident to the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby.

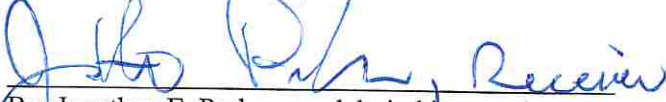
6.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations, and understandings of the parties. No additions to or modification of this Agreement shall be binding unless executed in writing by all the parties. Except as may be otherwise provided in this Agreement, no waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing executed by the party making the waiver.

6.12 Execution in Counterparts. This Agreement may be executed by the parties in counterparts, which taken together shall be deemed one original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Seller:

Champion Pain Care Corporation



By: Jonathan E. Perlman, solely in his capacity as
Receiver for the ~~Seller~~

Receivership Entities

Buyer:

PhysiMed, P. A.

By: _____

Name: _____

Title: _____



Dr. Robert R. Silvera

EXHIBIT A

Assets

All assets located at the following addresses:

105 Southpark Blvd C300
St. Augustine, FL 32086

800 Zeagler Drive Suite 610
Palatka, FL 32177

Including but not limited to:

Various laptops .x 4
Desktop CPU/Monitors. X 5
Office Lobby furniture x 12 chairs/tables
Medical Treatment OR tables x 3
Medical treatment tables x 6
Current Medical Supplies
Misc. Office Supplies

Financial Institution Accounts:

Ameris Bank Account ending in 0190
Ameris Savings Account: 9882

Accounts Receivable for all services rendered past, current and future

EXHIBIT B

Executory Contracts

1. Facility Leases
 - a. Physimed and JJ's at 105 Southpark location: dated 12/1/2016
 - b. Physimed and Robert Silvera for 800 Zeagler Drive location: dated 12/1/2016
 - c. Matthews Storage Services : Dated 01/01/2012
2. Equipment leases
 - a. Document technologies printer/copier equipment x1: dated 05/01/2018
 - b. Kanaka Diagnostics EMG and NCV equipment: renewal date 01/01/2021
3. Software Licenses
 - a. Practice Fusion EMR: contract date: 04/01/2014
 - b. Nuesoft/Nuemd: contract date 04/01/2014
 - c. QuickBooks Online
4. Contractual Agreement
 - a. Bio-Cycle
 - b. All 3rd party payors including but not limited to: BCBS, UHC, Medicare, Aetna, Humana, CareWorks, and DOL. Various dates/renewals
5. Insurance Contracts: Business Policies
 - a. Hartford Insurance: Workers Compensation: renewal 06/01/2021
 - b. MedMal Direct: Professional Liability Policy: renewal 07/15/2021
 - c. Blue Cross and Blue Shield; group health insurance. Renewal 01/01/2021

EXHIBIT C

Excluded Liabilities and Contracts

The following liabilities and taxes are not assumed by PhysiMed:

1. All tax obligations (federal and state) of Seller.
2. All payroll obligations of Seller, except for current payroll obligations of employees working at PhysiMed.
3. Any retirement plan, pension plan 401(K) plan or similar plan of Seller.
4. Any employee benefit plan obligations of Seller.
5. Any claim of harassment, discrimination or other claim, whether known or unknown, absolute or contingent, against Seller.
6. Any outstanding obligation owing to any vendor of Seller except current (not past due) payments owed to vendors who provided products or services to PhysiMed.
7. Any claim for medical malpractice against Seller.
8. Any obligation or liability of Seller for lack of compliance with any state or federal law or regulation.
9. Any loan, financing, credit, warranty, or similar obligations of Seller.
10. Any patient credits or refunds owed to insurance companies or other third-party payers.
11. Any other claim, action, or right against Seller.
12. Any other liability of Seller.

Exhibit “B”

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and dated this 30th day of September 2021, by and between Champion Pain Care Corporation ("Seller"), Ouch, P.A., a Florida corporation ("Ouch"), and Dr. Jyoti Patel and Dr. Elena Stanescu (each a "Principal of Ouch" and collectively, the "Principals of Ouch"). Ouch and the Principals of Ouch are collectively referred to herein as the "Buyers."

RECITALS

WHEREAS, on May 11, 2020 (the "Receivership Date"), Jonathan E. Perlman, Esq. was appointed as Receiver ("Receiver") over TCA Fund Management Group Corp., TCA Global Credit Fund GP, Ltd., TCA Global Credit Fund LP, TCA Global Credit Fund, Ltd, and TCA Global Credit Master Fund, LP (the "Receivership") in the matter of Securities and Exchange Commission ("SEC") v. TCA Fund Management Group Corp, et, al. pending in the United States District Court for the Southern District of Florida (Miami Division) (Case No. 20-21964-CIV-ALTONAGA)(the "Court"); and

WHEREAS, the Seller is the wholly owned subsidiary of TCA Global Credit Master Fund, LP; and

WHEREAS, the Seller is a service company providing bookkeeping and so-called back office services to physicians and physician groups, including the Buyers, but Seller is not a medical provider (the "Business"); and

WHEREAS, the Seller desires to sell to Buyers and Buyers desire to acquire from Seller, all of Seller's right, title and interest in certain assets relating to the Business, all on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

ARTICLE IASSET DESCRIPTION

1.01 Assets. Seller hereby sells, assigns, transfers and conveys to Ouch, and Ouch hereby purchases from Seller, all of Seller's right, title and interest in the assets owned by Seller that are currently used in the medical practice operated by the Principals of Ouch located at 105 Southpark Boulevard, Suite C300, St. Augustine, Florida 32086 including, without limitation, those assets listed on Exhibit A hereto (the "Assets"). The executory contracts ("Executory Contracts") to which the Seller is a party that are listed on Exhibit B shall be assigned by the Seller to Ouch.

1.02 Assumption of Liabilities. Buyers hereby jointly and severally assume and agree to pay, fully satisfy when due and fully perform when required, all of Seller's or any of its affiliates' liabilities and obligations(including without limitation National Healthcare, whether primary or secondary, direct or indirect, absolute or contingent, arising out of or relating to the Assets except those that are explicitly listed and identified on Exhibit C hereto, whether now existing or hereafter arising and whether arising out of occurrences, events or incidents occurring prior to the date hereof or thereafter, specifically including all claims related to medical treatment or medical negligence at any time asserted against the Buyers or arising from the action or inaction of any Buyer (the "Assumed Liabilities"). Buyers shall jointly and severally indemnify and hold harmless the Receiver, Seller and its affiliates from and against any and all demands, losses, damages, liabilities, costs and expenses (including without limitation, attorneys' fees), judgments and settlements arising from Buyers' failure to fully or timely to pay, perform, satisfy, or settle any Assumed Liabilities, including Buyers providing a defense to the Receiver or Seller in connection with any such matters. All persons or entities having any right in respect to any of the Assumed Liabilities are intended third-party beneficiaries of Buyer's covenants in this Section 1.02. Buyers' obligations under this Section will not be subject to offset or reduction by reason of any actual or alleged breach of any representation, warranty or covenant contained in this Agreement or any closing or other document contemplated by this Agreement, any right or alleged right of indemnification hereunder, or for any other reason. Other than the Assumed Liabilities, the Buyers will not assume, and will not otherwise be responsible for or bear the economic burden of, any of Seller's or any of its affiliates' liabilities and obligations whether primary or secondary, direct or indirect, absolute or contingent, or otherwise, including, without limitation, any liabilities related to the Assets that are not Assumed Liabilities.

1.03 Approval. The Buyers acknowledge that the terms of the Transaction and this Agreement and performance of the obligations of the Seller hereunder are subject to approval of the Receiver and the Court as well as any objection that may be raised with the Court by the SEC. Upon agreement of the parties to the terms hereof, the Seller will work with the Receiver to promptly submit this Agreement to the SEC and to the Court to obtain approval hereof (the approvals of the Receiver and the Court are referred to herein collectively as the "Approval").

ARTICLE II

PURCHASE PRICE

2.01 Amount of Purchase Price. In consideration for the transfer of the Assets, Buyers will pay to the Receiver \$[146,000.00] (the "Purchase Price") in cash within ten days of the Approval.

2.02 Taxes. Buyers shall pay all transfer, sales and use taxes, if any, that arise from the transaction contemplated hereby (the "Transaction").

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.01 Seller's Representations and Warranties. Seller and the Receiver represent, warrant

and covenants to Buyers:

(a) Power and Authority. Upon receipt of the Approval, the Receiver and Seller will have full power and authority to execute, deliver, and perform its obligations under this Agreement, and this Agreement and all agreements, instruments, and documents executed by Seller and delivered herewith are duly authorized, executed, and delivered by, and binding upon Seller.

(b) No Other Warranties by Seller/Release and Waiver by Buyers. The Receiver and the Seller are selling the Assets on an "AS IS, WHERE IS" basis, with all defects, apparent and not apparent, with no representations or warranties of any kind, express or implied, either oral or written, with respect to the physical condition or value of the Assets. Upon the Closing, Buyers shall assume all risk, responsibility, liability and obligation for the physical condition, quality, performance and status of the Assets. Buyers assume the entire cost of all necessary servicing or repair should defects appear. Seller has made no warranty or representation whatsoever regarding the fitness for a particular purpose, quality or merchantability of the Assets. SELLER and the Receiver DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE ASSETS. ACKNOWLEDGING THAT THIS IS AN "AS IS" TRANSACTION, TO THE FULLEST EXTENT ALLOWED BY LAW, BUYERS HEREBY RELEASE AND WAIVES ANY AND ALL CLAIMS, WHENEVER ARISING OR ACCRUING, WHETHER KNOWN OR UNKNOWN, RELATING TO OR ARISING FROM THE CONDITION, QUALITY, PERFORMANCE OR STATUS OF THE ASSETS AT ANY TIME, AGAINST (1) SELLER, (2) THE RECEIVER, THE RECEIVERSHIP AND ITS AGENTS, AND (3) ANY CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, CONSULTANTS OR PROFESSIONALS OF EVERY TIER PERFORMING ANY WORK OR SERVICES IN CONNECTION WITH THE ASSETS ANY TIME BEFORE THE DATE HEREOF (collectively, the "Seller Parties"). This waiver applies to claims under any legal theory, including but not limited to negligence, negligence per se, negligent misrepresentation, defective design or construction, breach of contract or breach of express or implied warranty, breach of fiduciary duty, strict liability, nuisance, trespass or any other theory, whether arising from statute, contract, tort or otherwise. This release and waiver shall be binding upon Buyers and all successor owners, buyers or users of the Assets and their respective employees, contractors, property managers, brokers, heirs, successors, assigns, guests and invitees. Buyers agree to require that this release and waiver be included as a term in any future sale or lease of the Assets, and that Buyers shall indemnify, defend, reimburse and hold the Seller and the Receiver harmless from any claim, suit, demand, damage, liability or expense resulting from the failure to do so. This waiver shall act as a complete bar and defense against any released or waived claim.

3.02 Buyers' Representations and Warranties. Each Buyer represents, warrants and covenants to Seller that:

(a) Corporate Organization. Each is a Florida corporation duly organized, validly existing and in good standing under the laws of Florida.

(b) Power and Authority. Each Buyer has all requisite power and authority to enter into this Agreement and carry out all of its obligations under this Agreement. The managers,

stockholders, or officers of Ouch who shall execute and deliver this Agreement and all other documents or agreements delivered herewith have been duly authorized to do so by all requisite action.

(c) No Litigation. There are no actions, suits or proceedings pending or threatened in any court or before any administrative agency which would prevent any Buyer from completing this transaction.

(d) Each Buyer is willing, authorized, capable and qualified financially, legally and otherwise, to unconditionally perform all obligations under this Agreement, including performance of all obligations under the Assumed Liabilities.

(e) Due Diligence. Each Buyer represents that it has had the opportunity to conduct due diligence and make inquiry of the Seller related to the Business. The Principals of Ouch represent that they are former employees of the Seller and therefore possess specific knowledge as to the operation and condition of the Business including the Assets and the Assumed Liabilities.

ARTICLE IV

RELEASE

4.01 Mutual Release and Covenant not to Sue. It is the specific intent of each Buyer for itself and on behalf of its affiliates and each of its and their respective members, partners, managers, officers, directors, shareholders, employees, affiliates, agents, successors and assigns (collectively with each Buyer, the "Buyer Releasors") and Seller and its affiliates, successors, assigns, agents, and all persons acting by, through or under each of them (collectively with Seller, the "Seller Releasors") to specifically forever settle all claims, other than with respect to obligations set forth in this Agreement, that such Buyer Releasor may have against any Seller Releasor and that any Seller Releasor may have against any Buyer Releasor, whether they be known or unknown, matured or unmatured or otherwise, including all further costs and attorneys' fees derived therefrom. Each Releasor also represents, warrants and agrees that it has not transferred or assigned any of the released claims and is the sole owner of such rights being released hereby, and that by signing this Agreement, such Releasor additionally covenants not to, and to cause its affiliates not to, sue or to file any complaint of any kind whatsoever arising out of or in any way relating to any claim released hereby. Except for the obligations set forth in this Agreement, which are not released hereby, each Releasor agrees that the releases set forth in this Section (collectively, this "Release") extend to all claims which such Releasor knows or suspects to exist in its or its affiliates' favor or believes may come into existence in the future. Except for the obligations set forth in this Agreement, which are not released hereby, each Releasor intends this Release to be a full and complete release in satisfaction of all claims, whether or not known or suspected by such Releasor or its affiliates to exist in its favor at the time of execution of this Release. The provisions of this Release may be pleaded as a full and complete defense to, and may be used as the basis for any injunction against, any action, suit or other proceeding that may be instituted, prosecuted or attempted in breach of this Release. This Release however does not release any claims or judgments belonging to the Receiver or Seller against Garland Brown.

4.02 Special Release. Except as described below and subject to applicable law, each Buyer, and as to Ouch, its respective officers, directors, managers, owners, employees, and agents, agrees and covenants not to file any suit, charge or complaint against the Seller or any of its subsidiaries and affiliates, or the Receivership, their present and former agents, employees, officers, directors, successors, and assigns, either individually or collectively as the case may be (collectively, the "Released Parties") in any court or administrative agency, with regard to any claim, demand, liability or obligation arising out of each Principal of Ouch's employment with the Seller or separation therefrom other than with respect to obligations set forth in this Agreement. Each Principal of Ouch represents that no claim, complaints, charges, or other proceedings are pending in any court, administrative agency, commission or other forum relating directly or indirectly to their respective employment by the Seller. Notwithstanding the foregoing, Each Principal of Ouch agrees to waive their respective right to recover monetary damages in any charge or lawsuit filed by the Principals of Ouch or anyone else on their behalf. For and in consideration of the benefits each Principal of Ouch shall receive as a consequence to the transaction contemplated hereby, each Principal of Ouch, on their own behalf and on behalf, their heirs, executors, successors and assigns, hereby releases and forever discharges the Seller from any and all claims, demands, obligations, losses, causes of action, costs, expenses, attorneys' fees and all liabilities whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, which the Principals of Ouch have or may have against the Seller as a result of employment by and subsequent termination as an employee of the Seller, up to the date of the execution of this Agreement other than with respect to obligations set forth in this Agreement. This includes but is not limited to claims at law or equity or sounding in contract (express or implied) or tort arising under state workers' compensation claims or state workers' compensation laws (if applicable), or federal, state, or local laws prohibiting religion, national origin, color, age, sex, race, disability, veteran or any other forms of discrimination. This further includes any and all claims arising under the Genetic Information Nondiscrimination Act (GINA), the Fair Labor Standards Act (ELSA), the Lilly Ledbetter Fair Pay Act of 2009, the Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Warn Act, Section 1981, the Equal Pay Act, Title VII of the Civil Rights Act of 1964, or the Employee Retirement Income Security Act (ERISA), as amended, or claims growing out of any legal restrictions on the Seller's right to terminate its employees. Each Principal of Ouch however, may challenge the validity of any ADEA release contained in this Agreement. If any of the Principals of Ouch breaches this covenant, notwithstanding any provision of this Agreement, they agree that they will, on a several and not joint basis, indemnify the Seller for all damages and expenses, including legal fees, incurred by the Seller in defending, participating in, or investigating any matter or proceeding covered by this Section 4.02; provided however, that the indemnity obligations of this Section 4.02 do not apply to a claim challenging the knowing and voluntary nature of any ADEA release portion of this Agreement. In any ADEA action, the Seller will have the right to recover attorney's fees and costs consistent with the provisions of the ADEA. When used in this Section 4.02, the term Seller shall include any affiliates of Seller which employed any of the Principals of Ouch. The Principals of Ouch also acknowledge that (a) they have the right to revoke their respective release of any claims arising under the ADEA within seven (7) calendar days after signing this Agreement by providing written notice of revocation to Seller.

ARTICLE V

NOTICES

5.01 All notices under this Agreement shall be in writing and shall be given by personal delivery, overnight carrier, or by certified mail, postage prepaid, return receipt requested, to the parties at the addresses as set forth below (or at such other address as a party shall specify in writing from time to time). Notices, if personally delivered, shall be deemed to have been received on the date of delivery, if by overnight carrier, on the date delivered, and if given by certified mail, on the seventh business day after mailing.

If to Seller:

c/o Jonathan E. Perlman, Receiver
Genovese Joblove & Battista, P.A.
100 SE 2nd Street, Suite 4400
Miami, Florida 33131

with a copy to:

Greg Garno, Esquire
Genovese Joblove & Battista, P.A.
100 SE 2nd Street, Suite 4400
Miami, Florida 33131

If to Buyers:

Ouch, P.A. or
Dr. Jyoti Patel
105 Southpark Blvd., Suite C300
St. Augustine, FL 32086

and

Ouch, P.A. or
Dr. Elena Stanesco
105 Southpark Blvd., Suite C300
St. Augustine, FL 32086

with a copy to:

Rick Reznicek, Esq.
RezLegal, LLC
816 A1A North, Suite 204
Ponte Vedra Beach, FL 32082

A party hereto may change its address for the purpose of receiving notices or demands as herein provided by a written notice given in the manner provided above to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party.

ARTICLE VI

MISCELLANEOUS

6.01 Further Assurances. Each party shall, at the request of the other, at any time and from time to time following the Closing hereunder, execute and deliver to the requesting party all such further instruments as may be reasonably necessary or appropriate in order to more effectively assign, transfer and convey to a Buyer the Assets and Executory Contracts, or to perfect or record a Buyer's title to or interest in the Assets and Executory Contracts, or otherwise carry out the provisions of this Agreement.

6.02 Access to Books and Records. After the Closing, Seller shall have reasonable access to any books and records that may be transferred to Buyers as part of the Assets, if any, for the purpose of administering and winding down the Receivership. Upon receipt of reasonable prior notice, Buyers agree to permit Seller and its attorneys or agents to inspect and copy books and records relating to the Assets in connection with the Receivership.

6.04 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without reference to conflict of law principles, and except as superseded by applicable federal laws.

6.05 Federal Court Jurisdiction. The resolution of any and all disputes between the parties herein concerning the Assets, Executory Contracts, or this Agreement, including any indemnification claims shall be subject to the exclusive jurisdiction of the Court appointing the Receiver.

6.06 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, personal representatives, and permitted assigns.

6.07 Arm's Length Transaction. The Transaction, and the relationship between Seller and Buyers, and their respective agents, is wholly "arm's length."

6.08 Time of Essence. Time is of the essence of this Agreement and all of the terms, provisions, covenants and conditions hereof.

6.09 Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement, nor in any way affect this Agreement.

6.10 Fees and Expenses. The parties hereto shall each bear their own expenses, including but not limited to legal fees, incident to the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby.

6.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations,

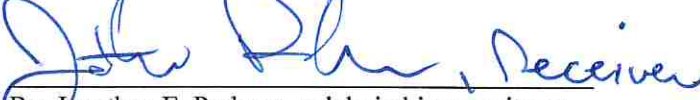
and understandings of the parties. No additions to or modification of this Agreement shall be binding unless executed in writing by all the parties. Except as may be otherwise provided in this Agreement, no waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, and no waiver shall be binding unless evidenced by an instrument in writing executed by the party making the waiver.

6.12 Execution in Counterparts. This Agreement may be executed by the parties in counterparts, which taken together shall be deemed one original document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Seller:

Champion Pain Care Corporation

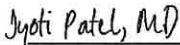

By: Jonathan E. Perlman, solely in his capacity as
Receiver for the ~~Seller~~ Receivership Entities

Buyer:

Ouch, P. A.

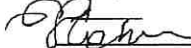
By: _____
Name: _____
Title: _____

DocuSigned by:



Dr. Jyoti Patel

DocuSigned by:



Dr. Elena Stanescu

EXHIBIT A

Assets

All assets located at the following addresses:

105 Southpark Blvd C300
St. Augustine, FL 32086

800 Zeagler Drive Suite 510
Palatka, FL 32177

Including but not limited to:

C-ARM 9500 x 2
Stryker RF machine x 2
Sona Site MSK ultrasound machine and stand
Various laptops .x 15
Desktop CPU/Monitors. X 10
Office Lobby furniture x 32 chairs/tables
Medical Treatment OR tables x 3
Medical treatment tables x 17
Current Medical Supplies
Misc. Office Supplies

Financial Institution Accounts

Wells Fargo Operating acct; ending in 5173
Wells Fargo Payroll Acct; ending in 5215

Accounts Receivable for all services rendered past, current and future

EXHIBIT B

Executory Contracts

1. Facility Leases
 - a. JJ's and OUCH, PA 105 Southpark location
 - b. Alpha and Ouch, PA for 800 Zeagler Drive location
2. Equipment leases
 - a. Document technologies printer/copier equipment x4
 - b. Stryker Financial Corp: (RF machine) x1
3. Ascensus agreement for the management of 401K Profit and Retirement Program
4. Software Licenses
 - a. Propractica/StreamlineMD
 - b. Nuesoft/Nuemd
 - c. QuickBooks Online
5. Contractual Agreement
 - a. I-Venture Solutions
 - b. Bio-Cycle
 - c. GE Capital Maintenance Agreements x2
6. All 3rd party payors including but not limited to: BCBS, UHC, Medicare, Aetna, Humana, CareWorks, and DOL.

EXHIBIT C

Excluded Liabilities and Contracts

The following liabilities and taxes are not assumed by Ouch:

1. All tax obligations (federal and state) of Seller.
2. All payroll obligations of Seller, except for current payroll obligations of employees working at Ouch.
3. Any retirement plan, pension plan 401(K) plan or similar plan of Seller.
4. Any employee benefit plan obligations of Seller.
5. Any claim of harassment, discrimination or other claim, whether known or unknown, absolute or contingent, against Seller.
6. Any outstanding obligation owing to any vender of Seller except current (not past due) payments owed to vendors who provided products or services to Ouch.
7. Any claim for medical malpractice against Seller.
8. Any obligation or liability of Seller for lack of compliance with any state or federal law or regulation.
9. Any loan, financing, credit, warranty, or similar obligations of Seller.
10. Any patient credits or refunds owed to insurance companies or other third-party payers.
11. Any other claim, action, or right against Seller.
12. Any other liability of Seller.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 20-CIV-21964-CMA

SECURITIES AND EXCHANGE
COMMISSION,
Plaintiff,

v.

TCA FUND MANAGEMENT GROUP CORP.,
et al.,
Defendants.

**ORDER GRANTING RECEIVER'S MOTION TO CONFIRM AND/OR APPROVE
AUTHORITY TO SELL THE ASSETS OF
SPV CHAMPION PAIN CARE CORPORATION**

THIS CAUSE, having come before the Court upon Jonathan E. Perlman, as Court-Appointed Receiver's ("Receiver") Motion to Confirm and/or Approve Authority to Sell SPV the Assets of Champion Pain Care Corporation ("Motion") [ECF No. ____]. The Court has considered the Motion and is otherwise duly advised in the premises. Accordingly, it is ORDERED AND ADJUDGED that:

The Motion is **GRANTED**. The Receiver has authority to enter into the Asset Purchase Agreements, attached as Exhibit A and Exhibit B to the Motion, for the sale of the assets of Champion Pain Care Corporation in order to recover funds for the benefit of the Receivership Estate.

DONE AND ORDERED, in chambers at Miami, Florida, this ____ day of October, 2021.

HONORABLE CECILIA M. ALTONAGA
UNITED STATES DISTRICT JUDGE

Copies furnished to Counsel of Record