

# EXHIBIT 2

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") entered into as of the 5<sup>th</sup> day of September, 2013, by and between RESPIRO, INC. ("Seller"), a Florida corporation, with its principal place of business at 5355 McIntosh Road, Suite A, Sarasota, Florida 34233 and MATRIX MEDICAL, LLC ("Buyer"), a Florida limited liability company, with its principal place of business at 408 N. Alexander Street, Plant City, Florida 33563.

WITNESSETH:

WHEREAS, Seller desires to sell certain assets of its respiratory and home medical equipment business (the "Business") at 5355 McIntosh Road, Suite A, Sarasota, Florida 34233; and

WHEREAS, Seller is currently an asset of the Receivership in Sec. & Exch. Comm'n v. Arthur Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.) (the "SEC Receivership Action"); and

WHEREAS, Buyer desires to buy certain assets of the Business pursuant to the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained, and intending to be legally bound, and subject to the approval of the Court presiding over the SEC Receivership Action ("SEC Receivership Court"), the parties hereto agree as follows:

1. Sale of Assets. Seller shall sell to Buyer, and Buyer shall purchase and acquire Seller's equipment as more fully set forth in Schedule A, attached hereto and all records, customer lists and correspondence of Seller (collectively, the "Assets"). Seller acknowledges and agrees this Buyer is only purchasing selected Assets of Seller and that Buyer shall not assume any liens, liabilities or obligations of Seller, and nothing herein shall be construed as imposing any liability or obligation upon Buyer other than those specifically provided for herein. Buyer specifically assumes no liability with respect to any outstanding warranties of Seller, whether express or implied. Seller shall be solely and fully responsible and liable for all of Seller's payables, liabilities and obligations not specifically assumed herein by Buyer. This Agreement contemplates the sale and transfer of only the purchased Assets described or otherwise referred to herein, and does not contemplate the sale of all assets of Seller (such as cash, prepaid expenses, deposits, settlements, etc.).

2. Representations. Seller represents and warrants to the Buyer that:

(a) Seller is the owner of and has good and marketable title to the Business and to all of the Assets, and that the Business and the Assets are free of all encumbrances, liens, and security interests.

(b) Seller is a corporation duly organized, validly existing and in good standing under the laws of the state of Florida and has all requisite power and authority (corporate and other) to own its Assets and to conduct its business as now conducted.

(c) Seller has all power and capacity necessary to execute, deliver and perform this Agreement and to carry out his or its obligations hereunder and thereunder.

(d) This Agreement has been duly executed by Seller and is the valid and legal binding obligations of Seller, enforceable against Seller in accordance with the terms hereof and thereof.

(e) Neither the execution, delivery nor the performance by Seller of this Agreement violates or will violate any provision of law, of any order, judgment or decree of any court or other governmental or regulatory authority, or of the respective charter documents or bylaws of Seller.

### 3. Purchase Price.

(a) The total Purchase Price to be paid by Buyer to Seller for the sale and transfer of Seller's Assets to Buyer in accordance with the provisions of this Agreement is the sum of Sixty-Five Thousand and 00/100 Dollars (\$65,000.00).

(b) Buyer shall deposit in the escrow account of Trinkle, Redman, Swanson, Coton, Davis & Smith, P.A. the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) within five (5) days of execution of this Agreement. Within ten (10) days of said deposit and delivery of all files to buyer, Buyer shall review files and all assets of Seller and, after verifying said assets are acceptable, shall deposit the remaining sum of Forty Thousand and 00/100 Dollars (\$40,000.00) into the escrow account. In the event assets are deemed unacceptable by buyer, all monies will be refunded to buyer.

(c) Seller shall immediately, upon execution of this Agreement, make available to Buyer any and all records, files and materials of the Seller, including access to Seller's offices. Seller also agrees to facilitate the disclosure of information and reports from Seller's third-party billing service.

(d) During the period of time between the date of this Agreement and the Closing Date, Seller shall permit Buyer to have reasonable access to the books, records, contracts and other documents and information concerning the customers of Seller.

(e) Buyer shall notify Seller within 10 days after delivery of any file of the Seller that lacks a qualifying certificate of medical necessity, qualifying oxygen saturation levels and required progress notes (each a "Deficient File ") and which would serve to preclude

Buyer from to billing or collecting fees for services in connection with the customer..

(f) Buyer shall exercise its best efforts to cure any Deficient File. If a cure is impossible, Buyer shall notify Seller in writing of that fact and why at least 3 business days before closing. Any Deficient File that cannot be cured shall be designated "Failed Customer".

(g) At the Closing, the Purchase Price may be reduced for each Failed Customer, if any, by \$250.

(h) The asset valuations for each specific category as reflected in this section are accepted and agreed between the parties as being the agreed valuation of the Assets as of the Closing Date. The valuations for each specific category of Assets will be reported as follows:

<u>Asset</u>	<u>Category</u>	<u>Value</u>
i.	Equipment	\$65,000.00

4. Closing. The completion of the within contemplated transactions is herein designated as the "Closing". The Closing shall take place on or before October 20, 2013 ("Closing Date"), at a location agreed by the parties in writing.

5. Collection of Accounts. This sale shall not include any book accounts or other debts due to Seller in respect of its Business for services rendered prior to the Closing Date and such account receivables shall remain an asset of the Seller.

6. Conditions to Seller's Obligations. The obligation of Seller to complete the Closing hereunder are, at Seller's option, subject to the following conditions.

(a) Buyer shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed and complied with by Buyer on or before the Closing.

(b) Buyer shall not be in bankruptcy or similar proceedings.

7. Conditions to Buyer's Obligations. The obligations of Buyer to complete the Closing under this Agreement are, at Buyer's option, subject to fulfillment by Seller of each of the following conditions:

(a) All representations and warranties, if any, of Seller contained in this Agreement, shall be true in all material respects as of and at the Closing Date, with the same

affect as if said representations and warranties had been made on and as of Closing, except as otherwise contemplated or specifically permitted by the terms of this Agreement.

(b) Seller shall have performed and complied with all agreements, terms and conditions required by this Agreement to be performed and complied with by Seller on or before the Closing Date.

(c) Seller shall have delivered to Buyer the Bill of Sale attached hereto as Exhibit A and such other instruments and documents as Buyer shall reasonably request for the purpose of further perfecting the title of Buyer in Seller's Assets.

(d) After execution of this Settlement Agreement by all parties, the Receiver will promptly move the SEC Receivership Court for approval of this settlement.

8. Brokerage. The parties agree that a broker is not involved in connection with the making and carrying out of this Agreement.

9. Effectiveness. This Agreement supersedes any and all agreements, if any, previously made between the parties relating to the subject matter hereof, and there are no understandings or agreements other than those included herein.

10. Notices and Communications. Any notice, payment, request, instruction, or other document to be delivered hereunder shall be deemed sufficiently given if in writing and delivered personally or mailed by certified mail, postage prepaid, if to Seller, addressed to Seller, at:

Burton W. Wiand, Receiver  
Wiand Guerra King P.L.  
5505 W. Gray Street  
Tampa, Florida 33609

and if to Buyer, addressed to Buyer as first set forth above unless in each case Buyer and Seller shall have notified the other in writing of a different address.

11. Non-Waiver. No delay or failure on the part of either party in exercising any right hereunder, and no partial or single exercise hereof, will constitute a waiver of such right or of any other right hereunder.

12. Headings. Headings in this Agreement are for convenience only and are not to be used for interpreting or construing any provision hereof.

13. Governing Laws. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

15. Binding Nature. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

16. Survival of Representations and Warranties. Except as otherwise expressly limited in this Agreement or the schedules annexed hereto, the representations and warranties of Buyer and Seller extended hereunder or made in any exhibit, schedule or instrument of conveyance, shall survive the Closing and shall not be extinguished or otherwise merged by the Closing. Each party against whom liability is asserted under the provisions of this Agreement shall be given the opportunity to participate, directly or through its authorized representative, at its cost and expense, in the conduct of any negotiations relating to the settlements of any liability or any other proceeding instituted by any third party against either Seller or Buyer, as the case may be, giving rise to the alleged breach.

17. Time of Essence. Time is of the essence of this Agreement.

18. Expenses. Except as otherwise expressly provided herein, each party shall pay all of its own expenses incidental to the negotiation and preparation of the documentation relating to this Agreement and for entering into and carrying out the terms and conditions of this Agreement and consummating the transactions, irrespective of whether the transactions contemplated shall be consummated.

19. Amendment; Successors and Assigns. This Agreement shall not be altered or otherwise amended except pursuant to any instrument in writing signed by all of the affected parties hereto. Neither party may assign any of its rights, obligations, or liabilities arising hereunder without the prior written consent of the other, except as otherwise provided herein; any such assignment or attempted assignment shall be null and void.

20. Third Party Beneficiaries. Except for their proper heirs, successors, and assigns, the parties hereto intend that no third party shall have any rights or claims by reason of this Agreement.

21. Rules of Construction. The normal rules of construction which require the terms of and agreement to be construed most strictly against the drafter of such an agreement are hereby waived and relinquished by each party.

22. This Settlement Agreement and any dispute arising in connection with it shall be submitted to the Receivership Court for disposition for disposition by summary proceeding.

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

**BUYER:**

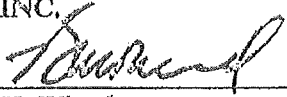
MATRIX MEDICAL, LLC

By: 

Its: CFO/ member

**SELLER:**

RESPIRO, INC.

By:   
Burton W. Wiand

Its:   
Court Appointed Receiver

Respiro, Inc. Asset List

(As of July 2, 2013)

◦ Supplies/Equipment

174 -- O2

126 -- CPAP

78 -- Heated Humidifiers

4 - BI-PAP

58 -- Portable O2

17 -- Nebulizers

◦ Vehicles

2 -- 2008 GMC full-size delivery/service vans

1- 2009 Toyota Corolla

◦ Office

Chairs -11 / 7 Swivel and 4 Armed chairs

Cubicle -4

Desk-3

Conference table -1

File Cabinets-3 lateral 2 drawer and 2 lateral 4 drawer

Water machine -1

Refrigerator -1

Plants -3

Coffee table -1

Fans- 3



Safe -1

Wire rack -11

Table-1

Book cases -5

Copier/Fax machine small portable

Computers- Desk Top – 3 and Laptops -2

Printers -1

Shop vac

Callbration tank

Pulse oxlmetry -7

◦ **Warehouse**

Cpap 19

Auto cpap 3

BiPap 1

BiPap ASV 2

Humidifier 6

Concentrator 46

POC Sequel 1

POC Evergo 1

Nebullzer `10

Bed 1

Walker 4

Commode 2

Cylinders

AAA- 11

AA-30

B- 135

C-35

D-18

E-70

EXHIBIT A

[Insert Bill of Sale]

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made and effective as of the <sup>SK</sup> day of ~~August~~ <sup>September</sup>, 2013, by and between MATRIX MEDICAL, LLC ("Matrix"), RESPIRO, INC., ("Respiro"), Trinkle, Redman, Swanson, Coton, Davis & Smith, P.A. ("Escrow Agent").

### RECITALS:

WHEREAS, as of even date herewith, Matrix and Respiro have entered into a Purchase Agreement for Matrix to purchase certain business assets from Respiro ("Purchase Agreement"); and

WHEREAS, as a part of the Purchase Agreement, Matrix and Respiro have agreed to escrow Matrix's initial deposit of \$25,000.00 ("Initial Deposit") and the remaining \$40,000.00 of the Purchase Price ("Final Deposit") in the event the parties proceed with the transaction contemplated by the Purchase Agreement (the Initial Deposit and the Final Deposit are collectively referred to as the "Deposit"); and

WHEREAS, Matrix and Respiro desire to appoint Escrow Agent to act as an escrow agent and trustee of the Deposit; and

WHEREAS, the Escrow Agent has agreed to act as escrow agent and to hold the Deposit in trust upon the terms and subject to the conditions of this Agreement; and

WHEREAS, all of the parties to this Agreement desire to enter into this Agreement for the purpose aforesaid and to set forth and establish the terms and conditions upon which the Deposit may be released by the Escrow Agent.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties hereby agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are incorporated here in reference.

2. ESTABLISHMENT OF ESCROW. Matrix and Respiro hereby appoint the Escrow Agent and the Escrow Agent hereby accepts such appointment to serve as the escrow agent for the purposes of receiving, holding in trust and disbursing as required hereunder subject to the terms and conditions hereinafter set forth.

3. ESCROW DEPOSIT. When the Purchase Agreement becomes effective and enforceable, Matrix shall provide the Initial Deposit to the Escrow Agent. The Escrow Agent will promptly notify Matrix and Respiro when it has received the Initial Deposit. In the event Matrix decides to proceed with the transaction contemplated in the Purchase Agreement, Matrix shall remit the Final Deposit to Escrow Agent within ten (10) days of Matrix's Initial Deposit.

Upon receipt of the Initial Deposit and Final Deposit, the Escrow Agent shall hold and maintain the Initial Deposit and Final Deposit pursuant to the terms of this Agreement.

4. RELEASE OF ESCROW. Escrow Agent shall return the Initial Deposit to Matrix upon Matrix's determination not to continue with the closing of the Purchase Agreement that is more particularly described in Section 3(b) of the Purchase Agreement. In the event Matrix does proceed with the closing of the Purchase Agreement, the Escrow Agent shall provide the Deposit, or a portion thereof, to Respiro on the closing date pursuant to the terms of the Purchase Agreement.

5. RELIANCE BY ESCROW AGENT. Except as otherwise expressly stated in the preceding paragraphs, Escrow Agent shall have no duty to examine or construe any document or other instrument deposited with Escrow Agent hereunder, nor shall Escrow Agent be required to examine or construe any document or other instrument entered into by and between the parties or any of them. Further, Escrow Agent shall have no responsibility for the authenticity or validity of any document or other instrument provided to Escrow Agent hereunder; Escrow Agent's sole duty with respect to such documents and instruments being limited to holding and disposing of the funds as herein provided.

6. GENERAL OBLIGATIONS AND DUTIES OF ESCROW AGENT. The escrow provisions of this Agreement shall remain in full force and effect until the obligation of the Escrow Agent to release the Deposit has been satisfied in full. In the event of a dispute regarding its duties or liabilities under the escrow provisions of this Agreement, the Escrow Agent may, in its reasonable discretion, continue to hold the Deposit in trust until the parties mutually agree to the disbursement thereof, or until the Receivership Court determines the rights of the parties thereto. The Escrow Agent may act upon any instrument or other writing believed by it in good faith to be genuine and signed or presented by the proper person, and the Escrow Agent shall not be liable in connection with the performance or nonperformance of its duties pursuant to the provisions of this Agreement, except for its willful misconduct or gross negligence, and it shall be under no duty or obligation to institute or defend any action, suit, or legal proceedings in connection herewith or to take any action likely to involve it in expense. All parties agree that the Escrow Agent, by virtue of its acting as escrow agent hereunder, shall not be precluded from representing Matrix as its legal counsel in connection with the Purchase Agreement or the Deposit. The Escrow Agent may resign as the Escrow Agent at any time upon giving notice to Matrix and Respiro of its desire to resign; provided, however, that resignation by the Escrow Agent shall take effect no sooner than (20) days after the giving of notice of resignation unless a successor escrow agent has been sooner designated by Matrix and Respiro and the Deposit has been delivered to the successor escrow agent.

5. NOTICE. All notices, certificates, requests, demands, materials and other communications hereunder shall be in writing and shall be deemed to have been duly given by hand-delivery to the appropriate addresses below, as evidenced by a signed receipt for same, or shall be considered given by certified mail or overnight courier on the date actually received, as evidenced by a signed receipt for the same.

**Respiro**

Respiro, Inc. c/o  
Burton W. Wiand, Receiver  
Wiand Guerra King P.L.  
5505 W. Gray Street  
Tampa, Florida 33609

**Matrix**

Matrix Medical, LLC  
408 N. Alexander Street  
Plant City, Florida 33563.  
Telephone: (813) 759-2000  
Fax: (813) 759-2155

**Escrow Agent**

Keith C. Smith, Esq.  
Trinkle, Redman, Swanson, Coton, Davis & Smith, P.A.  
PO Box TT  
Plant City, FL 33564-9040  
Telephone: 813-752-6133  
Facsimile: 813-754-8957

6. **BINDING AGREEMENT.** This Agreement shall be binding upon all of the parties hereto and their respective heirs, personal representatives, successors and assigns.

7. **MULTIPLE COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Signature pages from one counterpart may be attached to another to form one fully executed instrument.

8. **GOVERNING LAW, JURISDICTION, ATTORNEYS' FEES.** This Agreement shall be deemed to be a contract made under the laws of the State of Florida and for all purposes shall be governed by and interpreted in accordance with the laws of the State of Florida. This Agreement and any dispute arising in connection with it shall be submitted to the Receivership Court, (which is the court charged with administering Sec. & Exch. Comm'n v. Arthur Nadel, et al., Case No. 8:09-cv-87-T-26TBM (M.D. Fla.) (the "SEC Receivership Action")) for disposition by summary proceeding.

9. **HEADINGS FOR CONVENIENCE.** The Section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

10. **SEVERABILITY.** If any portion of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

11. ENTIRE AGREEMENT. This Agreement represents the complete and entire understanding and agreement between the Parties with respect to the subject matter contained herein. All prior inconsistent agreements, arrangements and/or understandings, whether oral or written are hereby declared null and void.

*(This space intentionally left blank)*

IN WITNESS WHEREOF, the Parties and the Escrow Agent have caused this Agreement to be executed as of the day and year above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Witness

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Witness

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Witness

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Printed Name of Witness

TRINKLE, REDMAN, SWANSON, COTON, DAVIS  
& SMITH, P.A.

By:   
\_\_\_\_\_  
Keith C. Smith, Esq.

RESPIRO, INC.

By:   
\_\_\_\_\_

Printed Name: Brian W. Nisley

Title: Respirator

MATRIX MEDICAL, LLC

By:   
\_\_\_\_\_

Printed Name: William Kee

Title: CFO / member