

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.:

NEC FINANCIAL SERVICES, LLC,
a Delaware limited liability company,

Plaintiff,

vs.

NAVA HEALTH MEDICAL GROUP, LLC
d/b/a INTEGRATED WELLNESS, a Florida
limited liability company and CARL LORD,

Defendants.

COMPLAINT

Plaintiff, NEC Financial Services, LLC, sues defendants, Nava Health Medical Group, LLC d/b/a Integrated Wellness and Carl Lord, and alleges:

1. This is an action for damages greater than \$50,000.00 and for related relief.
2. Plaintiff, NEC Financial Services, LLC ("NEC"), is a Delaware limited liability company.
3. Defendant, Nava Health Medical Group, LLC d/b/a Integrated Wellness, is a Florida limited liability company located and conducting business in Palm Beach County, Florida.
4. Defendant, Carl Lord, is a resident of the State of Maryland and is subject to the jurisdiction of this Court by virtue of the personal guaranty.

COUNT I – BREACH OF FINANCE AGREEMENT

5. Plaintiff repeats and re-alleges the allegations in paragraphs 1 through 3 of this Complaint.

6. On or about June 18, 2024, Nava Health Medical Group, LLC d/b/a Integrated Wellness executed and delivered to MMP Capital, LLC an Equipment Finance Agreement (the “Finance Agreement”), a copy of which is attached hereto as **Exhibit “A”**, wherein MMP Capital, LLC financed Nava Health Medical Group, LLC d/b/a Integrated Wellness’s purchase of that certain Optimas Workstation (the “Collateral”).

7. MMP Capital, LLC assigned all of its right, title and interest in the Finance Agreement and Guaranty (as such term is hereinafter defined) to NEC. A copy of a Notice of Assignment is attached hereto as **Exhibit “C”**.

8. NEC owns and holds the Finance Agreement and Guaranty.

9. Nava Health Medical Group, LLC d/b/a Integrated Wellness breached and defaulted under the Finance Agreement by failing to make the monthly payment due July 1, 2025, and all subsequent payments due thereunder.

10. Nava Health Medical Group, LLC d/b/a Integrated Wellness owes NEC principal in the amount of \$114,704.01, plus interest, costs, attorneys' fees and all other sums due under the Finance Agreement.

11. NEC is obligated to pay its attorneys a reasonable fee for their services which Nava Health Medical Group, LLC d/b/a Integrated Wellness is obligated to pay in accordance with the Finance Agreement.

12. All conditions precedent to this action have been performed, waived or have occurred.

WHEREFORE, NEC Financial Services, LLC demands judgment in its favor and against the defendant, Nava Health Medical Group, LLC d/b/a Integrated Wellness, in the amount of \$114,704.01, plus interest, a reasonable attorney's fee, cost of suit and all other relief this Court deems just and appropriate.

COUNT II - BREACH OF GUARANTY

13. Plaintiff repeats and re-alleges paragraphs 1, 2, 4, and 6 through 10 of this Complaint.

14. On or about June 18, 2024, Carl Lord executed and delivered to MMP Capital, LLC a Guaranty whereby he guaranteed the obligations of Nava Health Medical Group, LLC d/b/a Integrated Wellness under the Finance Agreement (the "Guaranty"), a copy of which is attached hereto as **Exhibit "B"**.

15. Carl Lord breached and defaulted under the Guaranty by failing to make the payments due under the Finance Agreement.

16. NEC has been damaged as a result of the aforementioned default.

17. Carl Lord owes NEC principal in the amount of \$114,704.01, plus interest, costs, attorneys' fees and all other sums due under the Finance Agreement and Guaranty.

18. NEC is obligated to pay its attorneys a reasonable fee for their services which Carl Lord is obligated to pay in accordance with the Finance Agreement and Guaranty.

19. All conditions precedent to this action have been performed, waived or have occurred.

WHEREFORE, NEC Financial Services, LLC demands judgment in its favor and against the defendant, Carl Lord, in the amount of \$114,704.01, plus interest, a reasonable attorney's fee, cost of suit and all other relief this Court deems just and appropriate.

COUNT III – REPLEVIN

20. Plaintiff repeats and re-alleges the allegations in paragraphs 1 through 3 and 6 through 10 of this Complaint.

21. To the best of NEC's knowledge, information and belief, the Collateral is located in Palm Beach County, Florida and is in the possession and/or control of Defendants.

22. The value of the Collateral is unknown.

23. NEC is entitled to a Writ of Replevin and immediate possession of the Collateral by virtue of the breach of and default under the Finance Agreement. The Collateral is wrongfully detained by Defendants, who came into possession of the Collateral by virtue of the Finance Agreement. NEC is without knowledge as to why Defendants detained the Collateral.

24. NEC has made demand upon Defendants for possession of the Collateral.

25. Upon information and belief, Defendants are engaging in, or is about to engage in, conduct that may place the Collateral in danger of destruction, concealment, waste, removal from the State, removal from the jurisdiction of this Court, or transfer to an innocent purchaser during the pendency of this action and have failed to make payments to NEC as agreed.

26. The Collateral has not been taken for a tax, assessment or a fine pursuant to law or under an execution or attachment.

27. All conditions precedent to this action have been performed, waived or have occurred.

WHEREFORE, plaintiff, NEC Financial Services, LLC, demands the issuance of a Writ of Replevin for possession of the Collateral.

Dated: January 14, 2026.

Lorium Law

Attorneys for Plaintiff

101 N.E. 3rd Avenue, Suite 1800

Fort Lauderdale, Florida 33301

Telephone: (954) 462-8000

Facsimile: (954) 462-4300

By: /s/Richard B. Storfer

Richard B. Storfer

Florida Bar No.: 984523

rstorfer@loriumlaw.com

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EXHIBIT "A"



Creditor ("we," "us" and "our"): MMP CAPITAL, LLC 19 Engineers Lane, Farmingdale, NY 11735		Debtor ("you" or "your"): NAVA HEALTH MEDICAL GROUP, LLC DBA INTEGRATED WELLNESS 5030 CHAMPION BLVD, BOCA RATON, FL 33496	
Equipment Supplier ("Supplier"): Inmode 17 HUGHES, IRVINE, CA 92618		Equipment Location: 5030 CHAMPION BLVD, BOCA RATON, FL 33496	
Financed Equipment Description ("Collateral"): Optimas Workstation The Collateral as generally described above and herein which Creditor and Debtor agree that a more detailed description of said Collateral being financed shall be maintained by us among our books and records in whatever more detailed description of the Collateral being financed is received from the supplier of such Collateral and, absent manifest error, such detailed description shall be considered incorporated into this Equipment Finance Agreement ("EFA") and shall be provided to Debtor within a reasonable time upon request.			
Advanced Payment (if any): \$0.00		Monthly Installment Payment ("Payments"): 36 @ \$5,886.94	
Documentation Fee (if any): \$1,150.00		Term: 36 (Mos.)	

Agreement. Creditor agrees to lend to Debtor and you agree to borrow from us an amount for the financing of the Collateral. You authorize us to pay the Supplier for the Collateral. You agree this EFA shall commence on the earliest date Creditor pays the Supplier (the "Commencement Date"). You authorize us to insert or correct information in this EFA, including your proper legal name, address, serial numbers and any other information describing the Collateral. You acknowledge that the payment obligations hereunder begin on the Commencement Date, notwithstanding that the Collateral may not have been delivered, installed or accepted by you. Amounts received by us under this EFA shall be applied as we determine. Debtor promises to pay Creditor the Payments set forth above. You shall pay all amounts due hereunder via ACH unless otherwise agreed in writing by us. Upon execution of this EFA, you will deliver to us the Advanced Payment as set forth above, which you agree is non-refundable. To the extent permitted by law, we may charge you a fee not to exceed \$9,950, plus any applicable sales/use tax, to cover documentation and credit investigation costs. Payments may be adjusted upward or downward no more than fifteen percent (15%) to reflect actual cost. The first Payment is due at the start of Creditor's applicable billing cycle as specified by the Creditor; each subsequent Payment is due on the same date of each preceding month until all Payments have been received by Creditor. Each date a Payment is due is a "Due Date" and along with the Payment due on the first Due Date, Debtor agrees to pay us a prorated payment for an amount equal to 1/30th of the Payment amount for each day calculated from the Commencement Date until the first Due Date (the "Prorated Payment"). The Prorated Payment shall be due upon execution of this EFA. Any amount not paid when due is subject to a late charge of the greater of fifty dollars (\$50.00) or ten percent (10%) of such delinquent amount, but not more than the highest rate allowed by law. You acknowledge and agree that you shall bear sole responsibility for and shall have no claim against and Lender shall have no liability in the event the Collateral is: (a) not delivered; (b) damaged during transit (c) not properly installed or functioning upon installation; (d) defective or otherwise fails to perform in accordance with Supplier's specifications; or (e) otherwise unacceptable to you for any other reason.

Information; Credit Reports. YOU AUTHORIZE US AND OUR ASSIGNEES TO OBTAIN CREDIT REPORTS AND MAKE CREDIT INQUIRIES AS WE DEEM NECESSARY. We will inform you upon request if we have sought a consumer credit report and the name and address of any credit reporting agency that provided a report. You agree that we may request and use additional credit reports to update our information without further notice to you as long as you have obligations under this Agreement. Upon our request, you agree to provide us with business and personal tax returns, banking, and financial statements setting forth your financial condition and operations. You warrant that all information you have and will deliver to us, including the information in this EFA, is true, accurate and correct and you acknowledge that we are relying on such information to enter into this EFA.

Grant of Security Interest. You hereby grant us a perfected, first priority security interest in the Collateral, all accession and additions thereto, replacements or substitutions thereof, and all proceeds to secure all of your obligations under this EFA.

Disclaimer of Warranties and Claims. We make no representation or warranty to any matter whatsoever including the merchantability or fitness for particular purpose of the Collateral. This EFA is irrevocable. Your obligation to pay all amounts hereunder is non-cancelable, absolute, and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason, even if the Collateral is damaged, destroyed or defective. YOU ACKNOWLEDGE YOU SELECTED THE COLLATERAL AND THE SUPPLIER AND YOUR SUPPLIER IS NOT OUR AGENT, NOR ARE WE THEIR AGENT. YOU ACKNOWLEDGE THAT NO ONE, INCLUDING THE SUPPLIER, HAS BEEN AUTHORIZED TO WAIVE OR CHANGE ANY TERM OR CONDITION OF THIS EFA. NO REPRESENTATION BY THE SUPPLIER AS TO ANY MATTER SHALL BIND US OR AFFECT YOUR DUTY TO PAY ALL AMOUNTS AND PERFORM ALL OBLIGATIONS HEREUNDER. You will use the collateral for commercial purposes only, in compliance with the law and not for any personal, family or household use.

Collateral. You will not modify or change the location of the Collateral without our prior consent and allow us to inspect it upon our request. At your expense, you will maintain the Collateral in good operating condition and repair. You will keep the Collateral free and clear of all liens and encumbrances, shall remain personal property and will not become fixtures. Titled Collateral will be titled and/or registered as we direct. You are responsible for any damage or destruction to the Collateral. You will at our election repair the Collateral at your expense or pay to us all amounts then due and owing plus the total of all unpaid Payments for the Term, discounted at the lower of 3% or the then current discount rate of the Federal Reserve Bank of New York as calculated by us.

Fees and Taxes. You agree to pay when due and to hold us harmless from all taxes, interest and penalties relating to this EFA and the Collateral ("Taxes") and reimburse us for those Taxes we pay on your behalf. If we pay any of the above for you, you agree to reimburse us and pay us a processing fee for each payment we make on your behalf. In addition, you also agree to pay us any filing fees prescribed by the Uniform Commercial Code (UCC) or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You also acknowledge that in addition to the other obligations due under this EFA, we may assess, and you may be required to pay additional taxes and/or fees including an invoice fee. Such fees may not only cover our costs, they may also include a profit.

Insurance. You agree to obtain and maintain at your expense property insurance for the full replacement value of the Equipment, protecting the Equipment against Loss, and liability insurance, in an amount acceptable to us, but in no event less than \$1,000,000 covering any injury, death or third-party property damage arising out of or relating to use of the Equipment. If the Equipment must be titled under title registration laws ("Mobile") then you shall obtain and maintain all risk physical damage insurance. All insurance policies must provide that no cancellation shall be effective without thirty (30) days' prior written notice to us. At our request, you agree to name any party who may have a security interest in the Equipment as Lender's Loss Payee. You agree to provide proof of insurance

to us. You hereby grant us a limited power of attorney allowing us to make a claim for, receive payment on, and endorse or execute for our benefit any instrument representing proceeds from any policy issued on the Equipment. IF YOU FAIL TO PROVIDE PROOF OF INSURANCE ACCEPTABLE TO US WITHIN 10 DAYS OF THE COMMENCEMENT DATE, WE HAVE THE RIGHT BUT NOT THE OBLIGATION TO SECURE INSURANCE IN SUCH FORM AND AMOUNT AS WE DEEM NECESSARY AND YOU AGREE THAT IN ADDITION TO INSURANCE PREMIUMS WE MAY CHARGE YOU INTEREST AT 2% PER MONTH AND/OR AN ADMINISTRATIVE FEE WHICH MAY RESULT IN A PROFIT TO US. YOU UNDERSTAND THAT IF WE PROVIDE INSURANCE YOU MAY PAY MORE THAN IF YOU HAD PROCURED INSURANCE AND THE INSURANCE MAY NOT NAME YOU AS AN INSURED AND MAY NOT FULLY PROTECT YOU IN THE EVENT OF A LOSS. YOU AGREE THAT DISPUTES REGARDING INSURANCE OR FEES CHARGED FOR PROCURING INSURANCE WILL BE DETERMINED BY ARBITRATION CONDUCTED IN NASSAU COUNTY, NEW YORK UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

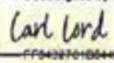
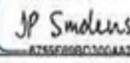
Debtor Indemnification. You hereby agree to defend, indemnify and hold us and our agents, successors, assignees and employees harmless from any and all liability, damage, penalty, claims, actions, expenses, disbursements or loss, including attorneys' fees and court costs, arising out of or relating to this EFA, liabilities you have assumed hereunder, and the purchase, sale, financing, ownership, selection, installation, design, licensing, possession, operation, control, use, maintenance, servicing, repair, storage, shipment, transportation or delivery of the Collateral. The indemnities contained herein and all of our rights and remedies in this agreement shall survive the expiration or other termination of this EFA.

Default and Remedies. If any one of the following occurs, you will be in default: (i) you fail to pay any amount under this EFA when due; (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed against you a petition under the Bankruptcy Code; (iii) you breach any other obligation contained in this EFA or under any other agreement with us; (iv) a writ or order of attachment or execution or other legal process is levied on or charged against the Collateral which is not released or satisfied within 10 days; (v) you change your state of organization without 30 days prior notice to us; or (vi) any of the above events of default occur with respect to any guarantor. Upon your default, we may do any of the following: (a) terminate this EFA; (b) foreclose on our security interest and require you to immediately turn over the Collateral to us at your sole expense, or we may peacefully repossess the same without liability for trespass, and upon receipt of the Collateral, sell the Collateral at terms we determine at one or more private sales, and apply the net proceeds (after deducting any related expenses) to your payment obligations, and you will remain liable for any deficiency with any excess being retained by us; (c) declare all sums due and to become due hereunder immediately due and payable, all future Payments discounted at the lower of three percent (3%) or the then-current discount rate of the Federal Reserve Bank of New York as calculated by us; (d) sell, dispose of, hold, or lease the Collateral; (e) exercise any other right or remedy which may be available to us under applicable law. You shall reimburse us for all costs we incur in enforcing our rights (including our attorneys' fees) and costs of repossession, repair, storage and remarketing of the Collateral. A waiver of default will not be a waiver of any other subsequent default.

General. This EFA shall be governed and construed under the laws of the State of New York (NY), without reference to its principle of conflicts of laws and is deemed to have been performed in Nassau County, NY. You submit to the jurisdiction of NY and agree that the state and federal courts sitting in Nassau County, New York, shall have the exclusive jurisdiction over any action or proceeding to enforce this EFA or any action or proceeding arising under this EFA. You acknowledge the jurisdiction may change at the sole discretion of MMP CAPITAL, LLC's successors and/or assigns. You waive any objection based upon improper venue and/or forum non-conveniens. You irrevocably grant us the right to make such filings under the UCC as we deem necessary. In addition to any late charges described herein, you agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You will not assign your rights under this EFA, or permit the Collateral to be used by anyone but you. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now but none of our obligations, and you will not assert any claims, defenses or set offs against our assignee that you may have against us or any supplier. This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in writing signed by both parties, except as otherwise stated in the section above titled "Agreement." You represent and warrant to us that (i) this EFA constitutes a legal, valid, and binding obligation, enforceable against you in accordance with its terms; (ii) you have the ability to perform all of your obligations under this EFA; and (iii) all information conveyed to us in connection with this EFA and all related documents whether by you, a guarantor, a Supplier or any other person, is true, accurate, complete and not misleading. This EFA may be executed in separate counterparts, which together shall be the same instrument. You agree this EFA may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law. All fees may not only cover our costs but may include a profit. As long as you are not in default under this EFA, you may repay this EFA by paying an amount equal to the sum of any and all remaining Payments and any and all other fees currently due and payable. If Debtor constitutes more than one person, the liability of each shall be joint and several. A copy of this EFA (whether delivered by facsimile, in portable document format (PDF) or otherwise) shall be deemed an original for all purposes. Any notice given hereunder shall be in writing and deemed given two business days after being deposited with the US Postal Service, first class postage prepaid, and addressed to the Debtor or Creditor (as the case may be) at its address set forth above, or such other address given to the sender by written notice. MMP CAPITAL, LLC is a registered Delaware Limited Liability Company. Each party waives any right to a jury trial. USA Patriot Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity. USA Patriot Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.



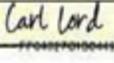
By signing below, Debtor hereby irrevocably accepts the Collateral under the EFA and irrevocably authorizes Creditor to pay the Supplier on behalf of the Debtor. The person executing this EFA is authorized to do so, making this EFA the valid binding act of the Debtor.

Debtor: NAVA HEALTH MEDICAL GROUP, LLC DBA INTEGRATED WELLNESS		Accepted by MMP CAPITAL, LLC	
By: 	<small>DocuSigned by:</small>	By: 	<small>DocuSigned by:</small>
Print Name: Carl Lord	<small>FF043270100449E</small>	Print Name: John-Paul M. Smolenski, Sr.	<small>8755F809C300AA2</small>
Title: Member	Date: 6/18/2024	Title: Managing Member	Date: 6/18/2024
Debtor Tax ID: 47-1373366			

GUARANTY: In consideration of Creditor entering into the EFA, the undersigned, together and separately, unconditionally, personally and irrevocably guarantee to Creditor the prompt payment and performance of all Debtor's obligations now and/or hereafter owes to Creditor. You agree that this is a guaranty of payment, not collection, and that Creditor can proceed directly against you without first proceeding against Debtor or the Collateral. You waive notice of acceptance, acceleration and default and all defenses, including protest, presentment and demand. Creditor may renew, extend or otherwise change the terms of the EFA without notice to you and you will be bound by such changes, and you will pay all of Creditor's costs of enforcement and collection, including reasonable attorneys' fees. This Guaranty is binding on your heirs, administrators, representatives, successors and assigns and survives the insolvency, bankruptcy or discharge from bankruptcy of Debtor. THIS GUARANTY WILL BE GOVERNED BY NEW YORK LAW. YOU AGREE TO JURISDICTION AND VENUE IN THE STATE AND FEDERAL COURTS AS SET FORTH IN THE EFA.

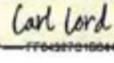
Guarantor's Signature: 	Print Name: Carl Lord	Date: 6/18/2024
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AUTHORIZATION FOR ACH PAYMENTS: Debtor hereby authorizes and requests MMP CAPITAL, LLC ("Creditor"), and/or its successors or assigns, to initiate electronic debit entries or effect a change by any other commercially accepted practice, to the account indicated below or in the attached ACH Authorization, and hereby authorize the financial institution ("Bank") named below or in the attached ACH Authorization to honor the debit entries initiated by Creditor or its assignee and debit the same to such account. This authorization is to remain in full force and effect until such time that Creditor has received written notification from Debtor of its termination in such time and in such manner as to afford Creditor and the Bank a reasonable opportunity to act on same. Debtor understands that the withdrawal of this authorization without the written consent of Creditor shall constitute default of the Equipment Finance Agreement for which this payment is being made. If an electronic debit entry is returned unpaid, Debtor authorizes the entry to be re-debited in addition to a processing fee of \$20.00.

Debtor Bank Name: [REDACTED]	Bank Phone #:
Address:	City: State: Zip:
Name on Account: Integrated Wellness MD LLC	Bank Account #: [REDACTED]
By: 	Print Name: Carl Lord Title: Member Date: 6/18/2024

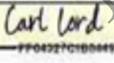
PLEASE COMPLETE THE BELOW STATEMENT OF AUTHORITY IF APPLICABLE.

CORPORATE OR LIMITED LIABILITY COMPANY STATEMENT OF AUTHORITY
 This Statement of Authority is executed pursuant to the Business Corporations Act or Limited Liability Company Act (as the case may be) of the state FL, regarding NAVA HEALTH MEDICAL GROUP, LLC DBA INTEGRATED WELLNESS (the "Company").
 The following persons are the Directors or Officers of the Company or Members, Managers or Officers of the Company (as the case may be) and have full power and authority to act on behalf of the Company and execute all instruments on behalf of the Company and to any contract, including, but not limited to, this Equipment Finance Agreement.

Print Name	Title	Signature
Carl Lord	Member	

The authority of the foregoing persons to bind the Company is not limited.

Executed 6/18/2024

By: 	Print Name: Carl Lord	Title: Member
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EQUIPMENT ACCEPTANCE CERTIFICATE

Customer Name NAVA HEALTH MEDICAL GROUP, LLC DBA INTEGRATED WELLNESS	EFA Number 202405_86283
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This certificate (the **Acceptance Certificate**) is entered into by the undersigned **Customer** (also **you** or **your**) in favor of **MMP CAPITAL, LLC** (also **we, us** and **our**) in connection with the EFA, Lease, and/or other financing agreement identified by the EFA Number above (the **EFA**). Any defined term not otherwise described herein shall have the same meaning ascribed to it in the EFA or the other documents related thereto.

As of the **Acceptance Date** set forth below, you hereby confirm that (i) the equipment listed in the attached **Schedule A** (the **Equipment**) has been delivered to you, installed, and/or is operating as intended, (ii) you unconditionally and irrevocably accept such **Equipment** and (iii) you understand and agree to be responsible for, perform and comply with, all of the obligations, terms and conditions of the **EFA** and related documents.

In connection with your acceptance of the **Equipment**, you acknowledge and agree to the following:

1. You selected the **Equipment**, accept it **AS IS** and **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES AS TO ITS MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE**; you shall look only to the vendor/supplier of the **Equipment** (the **Supplier**) or manufacturer (not us) for any claim concerning the **Equipment**, which shall not relieve you from any obligations to us, including any payment obligations; and **YOU HEREBY WAIVE AGAINST US, AND WE SHALL NOT BE LIABLE FOR ANY, CLAIM FOR LOSS, INJURY OR DAMAGE CAUSED BY THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ALL SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.**
2. You selected any software included on and/or within the **Equipment** (collectively, the **Software**); you assume all liability related to any unauthorized access or use of the **Software** and any data collected, stored, used or accessed by the **Equipment** and/or **Software** (the **Data**); we do not own or license any **Software** or **Data**; and we have no duty to configure, maintain and/or otherwise safeguard the **Software** and/or **Data**.
3. Neither the **Supplier** nor any of its salespersons or other agents are agents of ours or are authorized to waive or modify any term or condition of this **Acceptance Certificate**, the **EFA** and/or related documents. Any representation as to the **Equipment** or any other matter made by the **Supplier** shall not in any way affect your duty to make payments to us and perform all your other obligations as set forth in the **EFA** or the other documents related thereto.

Execution. This document may be signed via digitally generated signatures and all signatures so generated, as well as those transmitted by facsimile, email, digital photography or other electronic means, shall for all purposes be deemed effective, binding, legally admissible and have the same effect as a manually applied ink signature.

CUSTOMER: NAVA HEALTH MEDICAL GROUP, LLC DBA INTEGRATED WELLNESS

ACCEPTANCE DATE: 6/18/2024

ACCEPTED BY:

Signature:

DocuSigned by:

 FF6437C188462E

Printed Name:

Carl Lord

Title:

Member



SCHEDULE A TO ACCEPTANCE CERTIFICATE

Customer Name: NAVA HEALTH MEDICAL GROUP, LLC DBA INTEGRATED WELLNESS	EFA Number: 202405_86283
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This Schedule A represents an integral part of the Acceptance Certificate referenced by the EFA Number above and amends any prior Schedule A connected with the EFA identified by such EFA Number.

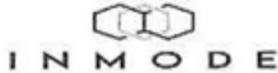
Titled Equipment

Year	Manufacturer	Model	VIN/Serial Number	Equipment Location	Supplier
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Equipment

Description	Serial Number	Equipment Location	Vendor
Optimas Workstation	M25325518, D13324220, P24320712, P30420804, L14321104, D94324415	5030 CHAMPION BLVD, BOCA RATON, FL 33496	Inmode

COPY NOT A CERTIFIED VIEW



US Office:
 Invasix Inc.
 17 Hughes
 Irvine, CA 92618

Canada Office:
 100 Leek Crescent, Unit 15
 Richmond Hill, ON L4B 3E6
 Tel: 1-855-411-2639
 Fax: 1-855-411-6789

Federal ID # 26-3517337
 Agreement Number

Proforma Invoice Number IV 06240503
 Date of Invoice June 5, 2024

Bill To
 NAVA HEALTH MEDICAL GROUP, LLC DBA INTEGRATED WELLNESS
 5030 CHAMPION BLVD
 BOCA RATON, FL 33498

Ship To
 NAVA HEALTH MEDICAL GROUP, LLC DBA INTEGRATED WELLNESS
 5030 CHAMPION BLVD
 BOCA RATON, FL 33498

Qty	Product Description	S/N	UOM	Unit Price	Extended Price
1	Optimas System Complete with one (1) year equipment warranty. System includes:	M25325518	Unit	161,000.00	161,000.00
1	Morpheus8 Handpiece 1 box of each Morpheus8 tips (24, 24 Resurfacing, 12 Prime pin tips)	D13324220			
1	Lumecca515 Handpiece - IPL	P24320712			
1	Lumecca580 Handpiece - IPL	P30420804			
1	Diolaze XL Handpiece - Laser Hair Removal	L14321104			
1	Morpheus8 Body Handpiece 1 box of Morpheus8 tips	D94324415			
	1 each Power Cord, Foot Pedal 1 Shipping & Handling				
1	Marketing Kit Printed and electronic marketing material support (www.inmoderesources.com) Including - Patient brochures, print-ready files, before and after photos, 7ft pullup banner - Waiting room video, web and media files		PKG	Included	Included
				Equipment Total	161,000.00
				Sales Tax	11,270.00
				Net Amount Due	\$ 172,270.00

Payment Method (Optional)

Wire Transfer Address

Account Name:
 Bank Name:
 Branch:
 Bank Address:



US \$ Account No.
 Routing No.

Credit Card Payment

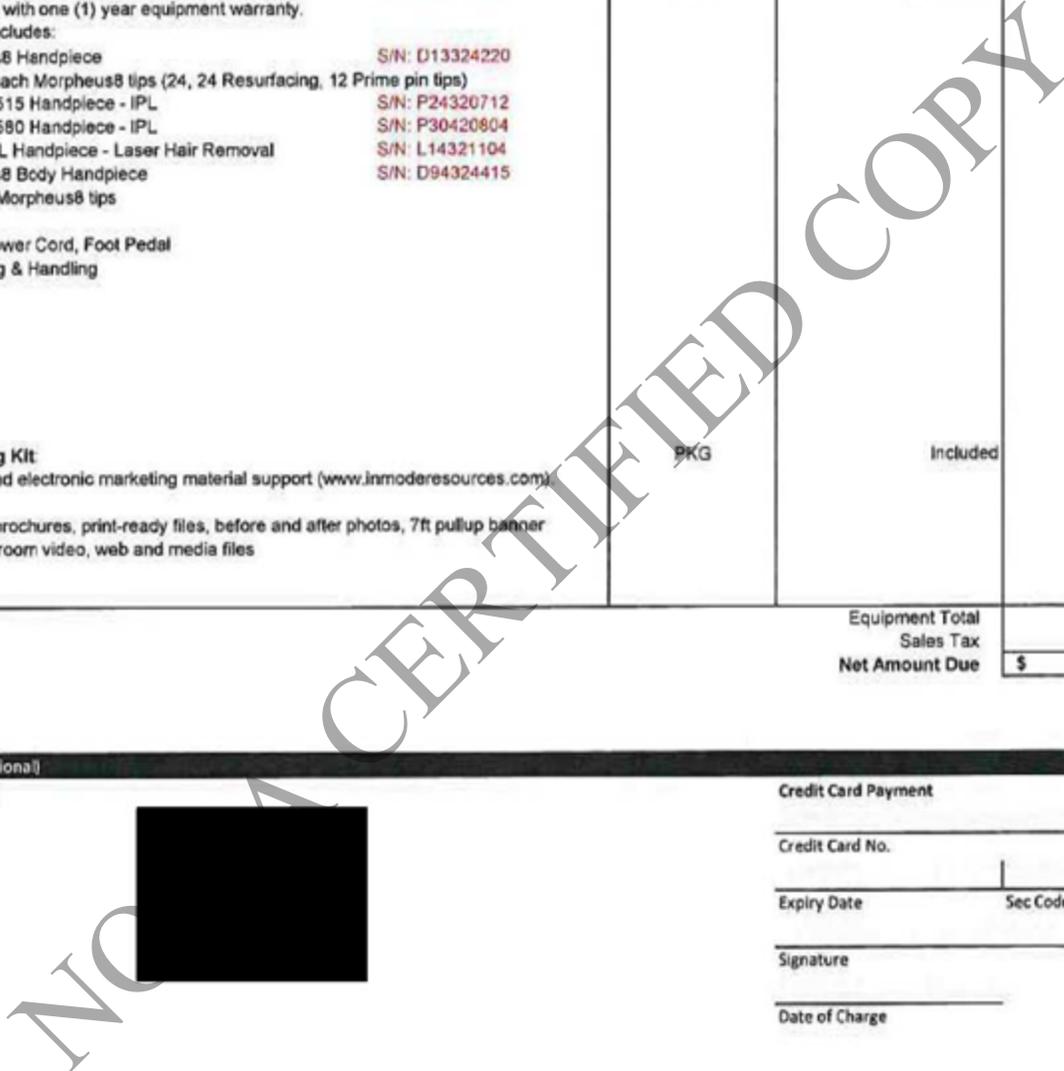
Credit Card No.

Expiry Date

Sec Code

Signature

Date of Charge



NOT A CERTIFIED COPY

EXHIBIT "B"



INDIVIDUAL GUARANTY

Creditor: MMP CAPITAL, LLC 19 Engineers Ln Farmingdale, NY 11735	Debtor: NAVA HEALTH MEDICAL GROUP, LLC DBA INTEGRATED WELLNESS 5030 CHAMPION BLVD, BOCA RATON, FL 33496
Contract being guaranteed: EFA No. <u>202405 86283</u> between Creditor and Debtor, dated: <u>6/13/2024</u>	Guarantor: Carl Lord

THIS PERSONAL GUARANTY (this "**Guaranty**"), effective as of the contract date specified above, is made and entered into by the undersigned person(s) in his/her/their capacity as an individual, in favor of MMP CAPITAL, LLC, a Delaware Limited Liability Company, and its successors and assigns. In this Guaranty the words "**I**", "**me**" and "**my**" refer to each of the undersigned guarantors, and the word "**Creditor**" refers to the creditor, MMP CAPITAL, LLC, and its successors and assigns.

I desire that Creditor extend business credit and/or other financial accommodations to the above named debtor (the "**Debtor**") pursuant to the above referenced contract(s) and all related agreements and documents (collectively, the "**Contract**") entered into by and between you and Debtor. I hereby represent to Creditor that I have a substantial interest, either financial or otherwise, in the Debtor entity and it is to my benefit that Creditor enter into the Contract with Debtor. I have read the Contract in full and find the Contract terms to be fair and acceptable. I hereby acknowledge that Creditor would be unwilling to enter into the Contract and extend credit to Debtor without my acceptance of this Guaranty, and I understand that Creditor is acting in reliance on my acceptance.

Therefore, in order to induce Creditor to enter into and perform the Contract and extend credit to Debtor, **I (and if there is more than one, then all of us, individually, jointly and severally) hereby PERSONALLY, unconditionally and irrevocably guarantee Debtor's faithful and full performance of all Contract terms and conditions, including, without limitation, the payment of all money due and to become due under the Contract plus any and all of Creditor's costs (including reasonable attorneys fees and litigation costs) to enforce the Contract and/or this Guaranty.** I understand that my obligations are joint and several with (i.e., separate and in addition to) those of the Debtor and any other guarantor and are independent of Debtor's obligations under the Contract and any other guarantor's obligations under this or any other guaranty. I agree my liability under this Guaranty is primary, and that a separate legal action may be brought against me immediately and without any demand or notice regardless of whether or not an action is brought against Debtor or another guarantor or whether Debtor or another guarantor is joined in such action. I agree that Creditor may proceed against me without also proceeding against any other guarantor or exhausting or proceeding against the equipment collateral or other collateral or security given by Debtor.

I hereby knowingly waive: (i) the benefit of any suretyship defenses that might affect my liability under, or the enforcement of, this Guaranty, (ii) any right to require Creditor to proceed against Debtor, or against or exhaust the collateral or other security under the Contract, or to pursue any other remedy that might be available to Creditor, including, without limitation, any rights pursuant to O.C.G.A. Section 10-7-24, (iii) any defense arising by reason of any defense of Debtor under the Contract, or by reason of Debtor's release from, or discharge of, liability under the Contract, regardless of the cause or source thereof, (iv) the defense of impairment of collateral, (v) notice by Creditor of its acceptance of this Guaranty, and (vi) presentment of this Guaranty and notice of presentment.

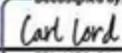
I authorize Creditor to renew, extend, accelerate or amend the Contract payment terms or other Contract terms without prior notice or demand to me and without affecting my liability under this Guaranty. Creditor may sell, assign or transfer this Guaranty, in whole or in part and without prior notice to me, and in this event, I promise to honor this Guaranty in favor of any such assignee or transferee. I understand that this Guaranty is binding on my successors, heirs, and personal representatives and shall inure to the benefit of Creditor and its successors and assigns.

I agree that this Guaranty shall be considered to have been made, and purposefully delivered by us to Creditor, in the State of New York, and **I agree that this Guaranty shall be interpreted in accordance with the laws and regulations of the State of New York.** By delivering this Guaranty to Creditor in New York, I concede and agree that I transacted business in the State of New York and **I am subject to personal jurisdiction in the state and federal courts of the State of New York** in any legal action, suit or proceeding regarding the Contract or this Guaranty. In the event Creditor brings any legal action against me regarding the Contract, I agree to bring it only in a New York state or federal court and agree that venue shall be laid in the New York County of Nassau. I acknowledge that such jurisdiction may change at the sole discretion of the Creditor's successors and/or assigns, and waive any objection based upon improper venue and/or forum non-conveniens. **I hereby knowingly waive my right to a trial by jury.**

I agree that this Guaranty will continue for as long as there are any unfulfilled obligations of Debtor under the Contract, and this Guaranty will cross collateralize any and all Contracts between Debtor and Creditor. I agree this is a continuing guaranty which will not be discharged or affected by my death and will bind my heirs and personal representatives. This Guaranty is the full and complete agreement regarding my guarantee of the Debtor's obligations to Creditor and supersedes (i.e., cancels and replaces) all prior oral or written agreements or understandings that I have regarding my guarantee. No provision of this Guaranty may be modified, rescinded or waived unless in writing signed by one of Creditor's executive officers. Waiver by Creditor of any provision of this Guaranty in one instance shall not constitute a waiver as to any other instance. A telefaxed signature copy of this Guaranty shall be considered as valid and binding as the original for all purposes.

I understand that this Guaranty creates a personal obligation. I represent to Creditor that I have had an adequate opportunity to consult with my counsel to explain to me the terms of this Guaranty before I signed it.

GUARANTOR

DocuSigned by:
 By: 
 FF64327C1B6445E

Name: Carl Lord

EXHIBIT "C"

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NOTICE OF ASSIGNMENT

EFA No: 202405_86283

June 13, 2024

NAVA HEALTH MEDICAL GROUP, LLC DBA INTEGRAL
5030 CHAMPION BLVD
BOCA RATON, Florida, 33496

Re: Notice of Assignment (this "Notice") of Equipment Finance Agreement No. 202405_86283 (the "Finance Agreement") between MMP CAPITAL, LLC ("Creditor") and NAVA HEALTH MEDICAL GROUP, LLC DBA INTEGRAL ("Debtor")

We are writing to let you know that we have recently assigned to NEC Financial Services, LLC ("Purchaser"), whose offices are at 24189 NETWORK PLACE, CHICAGO, IL 60673-1241, all right, title, interest and obligations of Creditor in and to the Finance Agreement and the equipment described in the Finance Agreement (the "Equipment). No settlement of amounts due under the Finance Agreement or future modification, termination, amendment or supplement to the Finance Agreement shall be effective without Purchaser's prior written consent, Subject to Purchaser's exclusive right to direct Debtor otherwise, from and after the date of this Notice, all sums now or hereafter becoming due pursuant to the Finance Agreement will now be invoiced by Purchaser and be paid to Purchaser at the following address:

24189 NETWORK PLACE
CHICAGO, IL 60673-1241

Should you have any questions, please feel free to contact us. Thank you for your business.

Kind regards,

MMP CAPITAL, LLC

John-Paul Smolenski
Member



19 Engineers Ln,
Farmingdale, NY 11735



(516) 454-4570
Fax (516) 400-2071



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