

*Complaint for Breach of
Promissory Note and Breach of Guaranty*

5. Venue is proper under 28 U.S.C. §1391 as MasterMind and MedX are both subject to personal jurisdiction in this District, and are therefore deemed residents of this District pursuant to 28 U.S.C. §1391.

FACTUAL ALLEGATIONS

The Promissory Note and Security Agreement between Wave Hill and MasterMind

6. On September 18, 2012, Wave Hill and MasterMind entered into a Promissory Note and Security Agreement (the “Note”) through which Wave Hill agreed to loan \$100,000 to MasterMind. A true and correct copy of the Note is attached hereto as Exhibit A.

7. Under the terms of the Note, interest accrues on the loan at an annual rate of 3.0%, commencing September 18, 2012 and accruing until the date the loan is repaid. See Exhibit A, Note at ¶ 3.

8. The principal balance of the loan, together with accrued interest, was due on December 31, 2013 (the “Maturity Date”). Id.

9. As collateral for MasterMind’s obligations under the Note, MasterMind granted to Wave Hill a security interest in all right, title and interest owned or acquired by MasterMind and to MasterMind’s personal property (the “MasterMind Collateral”). Id.

10. The Note is binding on MasterMind and its successors and assigns and expressly requires that MasterMind’s affiliate corporation, MedX, provide a Corporate Loan Guaranty to Wave Hill. Id. at ¶ 3.

11. The Note provides that MasterMind is in default if it fails to make payment of the principal and accrued interest when due, and does not remedy the non-payment within 15 days. Id. at ¶ 5(a).

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12. Additionally, MasterMind is in default if, among other things, it becomes insolvent, ceases to pay its debts as they mature, files a petition for reorganization, is found to have made false or fraudulent representations, willfully converted corporate funds, breached its obligation to make full disclosures, and/or breached its fiduciary duty to the LLC or its members. Id. at ¶ 5(b)-(c).

13. The Note provides that upon MasterMind's default, Wave Hill may accelerate and declare the balance due immediately, and commence suit. Id. at ¶ 6(a).

14. Wave Hill is also entitled, upon default, to take possession of the Collateral, demand that MasterMind assemble the MasterMind Collateral for delivery to Wave Hill, sell or dispose of the MasterMind Collateral, and/or foreclose on MasterMind's personal property. Id. at ¶6(b)-(f).

15. The Note also specifies that Wave Hill is entitled to compensation for any expenses that Wave Hill deems necessary for collection on the Note, including but not limited to its attorneys' fees and costs. Id. at ¶ 13.

The Corporate Loan Guaranty Between Wave Hill and MedX

16. As required under the Note, on September 18, 2012, MedX executed a Corporate Loan Guaranty (the "Guaranty") in favor of Wave Hill, a true and correct copy of which is attached hereto as Exhibit B.

17. Under the Guaranty, MedX unconditionally guarantees each and every one of MasterMind's Obligations under the Note, present and future, pursuant to or in connection with that transaction. See Exhibit B, Guaranty at Introduction.

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18. The Guaranty provides that in the event of a default by MasterMind, MedX will, upon Wave Hill's demand, immediately pay all amounts due, including interest and fees. Id. at ¶ 1.

19. MedX's obligations under the Guaranty are independent of MasterMind's obligations under the Note, and the Guaranty expressly allows Wave Hill to bring a separate action against MedX to enforce the Guaranty. Id. at ¶ 2.

20. The Guaranty specifies that MedX's liability is not affected in the event MasterMind becomes insolvent or bankrupt. Id. at ¶ 7.

21. The Guaranty grants a security interest to Wave Hill as to all of MedX's personal property (the "MedX Collateral") and authorizes Wave Hill to file financing statements to perfect or protect Wave Hill's security in the MedX Collateral. Id. at ¶¶ 3-4.

22. Under the terms of the Guaranty, MedX is required to prepare and keep, in accordance with GAAP, complete and accurate records regarding the MedX Collateral. Id. at ¶ 4.

23. The Guaranty provides that MedX must pay reasonable attorneys' fees and reasonable expenses that Wave Hill incurs in enforcing the Guaranty. Id. at ¶ 10.

MasterMind's Default and Wave Hill's Demand for Repayment

24. On January 1, 2014, Wave Hill notified MasterMind that the Maturity Date for the loan had passed on December 31, 2013, and demanded repayment of the principal and accrued interest due under the Note. See January 1, 2014 letter from William D. Hagedorn to William MacLaney, Jorge Perez, Keith Heinicke and Ricardo Perez, attached hereto as Exhibit C.

25. Under the terms of the Note, MasterMind had 15 days from the Maturity Date to make payment. MasterMind has not done so, and is thus in default.

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26. As a result of MasterMind's default, Wave Hill now has the right to commence suit for collection of the unpaid principal and accrued interest due under the Note, to take possession of the MasterMind Collateral, request that MasterMind assemble the MasterMind Collateral, sell or dispose of the MasterMind Collateral, and foreclose on any personal property owned by MasterMind.

27. Further, as a result of MasterMind's Default, Wave Hill notified MedX on January 1, 2014 of MasterMind's failure to pay the amounts due as of the Maturity Date, and demanded repayment of the principal and accrued interest due under the Note, per the terms of the Guaranty. *Id.*

COUNT I
BREACH OF CONTRACT ON NOTE
(Against MasterMind)

28. Wave Hill realleges and incorporates herein by reference paragraph 1 through 27 of this Complaint.

29. Pursuant to the Note, MasterMind is obligated to pay the indebtedness under the Note.

30. All of the obligations under the Note are now immediately due and payable. MasterMind's failure to satisfy the obligations under the Note constitutes a breach of the Note.

31. As a direct and proximate result of MasterMind's breach, Wave Hill is entitled to recover from MasterMind, damages under the Note, in the form of unpaid principal in the amount of \$100,000, plus interest at the rate of 3.0% per annum commencing September 18, 2012 until the date of repayment of the principal.

32. Wave Hill is entitled to recover from MasterMind such additional sums, including attorneys' fees and costs both before and after this Complaint is filed, incurred by Wave Hill in

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the enforcement of MasterMind's obligations, and protection of Wave Hills interests and rights under the Note.

33. Additionally, Wave Hill is entitled to demand that MasterMind assemble the MasterMind Collateral at an acceptable location for delivery to Wave Hill. Wave Hill requests that the Court order MasterMind to provide Wave Hill with a complete list of the MasterMind Collateral, including a description of each item and its current location.

COUNT II
BREACH OF CONTRACT ON GUARANTY
(Against MedX)

34. Wave Hill realleges and incorporates herein by reference paragraph 1 through 33 of this Complaint.

35. The obligations of MasterMind to Wave Hill are guaranteed by MedX pursuant to the Guaranty. MedX provided an unlimited and unconditional guaranty of the obligations of MasterMind to Wave Hill, and upon MasterMind's default must immediately pay all amounts due, including interest and fees.

36. The failure by MedX to timely make required payments under the Guaranty constitutes a breach of the Guaranty. As a direct and proximate result of the breach of the Guaranty by MedX, Wave Hill is entitled to recover damages in the form of unpaid principal in the amount of \$100,000, plus interest at the rate of 3.0% per annum commencing September 18, 2012 until the date of repayment of the principal.

37. Wave Hill is also entitled to recover from MedX such additional sums, including attorneys' fees and costs both before and after this Complaint if filed, incurred by Wave Hill in the enforcement of MedX's obligations, and protection of Wave Hills interests and rights under the Guaranty.

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38. Additionally, MedX is required to prepare and keep, in accordance with GAAP, complete and accurate records regarding the MedX Collateral. Wave Hill requests that the Court order MasterMind to provide Wave Hill with a complete list of the MedX Collateral, including a description of each item and its current location.

RELIEF REQUESTED

Wherefore, Plaintiff prays for relief and judgment as follows:

- a. An award of compensatory damages and other damages available by law in an amount to be proved at trial, plus pre-judgment interest as permitted by law;
- b. An award of Plaintiff's attorneys' fees, costs and other expenses;
- c. An order requiring MasterMind to provide a complete list of the MasterMind Collateral, including a description of each item and its current location;
- d. An order requiring MedX to provide a complete list of the MedX Collateral, including a description of each item and its current location;
- e. Such other and further relief as is just and proper.

January 17, 2014.

Respectfully submitted,

/s/ Rebecca Bratter
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