

# SECURITIES AND EXCHANGE COMMISSION

## FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **1996-08-26**  
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### SUBJECT COMPANY

#### ADVANCED MEDICAL INC

CIK: **817161** | IRS No.: **133492624** | State of Incorpor.: **DE** | Fiscal Year End: **1231**  
Type: **SC 13D/A** | Act: **34** | File No.: **005-40264** | Film No.: **96620549**  
SIC: **3841** Surgical & medical instruments & apparatus

Mailing Address	Business Address
9775 BUSINESS PAK AVENUE SAN DIEGO CA 92131	9775 BUSINESSPARK AVE. SAN DIEGO CA 92131 6195660426

### FILED BY

#### PICOWER JEFFRY M

CIK: **906036**  
Type: **SC 13D/A**

Business Address  
950 THIRD AVENUE  
30TH FLOOR  
NEW YORK NY 10022  
2129359860

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934  
(Amendment No. 16)\*

Advanced Medical, Inc.  
(Name of Issuer)

Common Stock, \$.01 par value  
(Title of Class of Securities)

00754 C 10 1  
(CUSIP Number)

Keith L. Schaitkin, Esq.  
Gordon Altman Butowsky Weitzen Shalov & Wein  
114 West 47th Street, 20th Floor  
New York, New York 10036  
(212) 626-0800

(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

August 23, 1996  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on  
Schedule 13G to report the acquisition which is the subject  
of this Schedule 13D, and is filing this schedule because of  
Rule 13d-1(b)(3) or (4), check the following box //.

Check the following box if a fee is being paid with the  
statement //. (A fee is not required only if the reporting  
person: (1) has a previous statement on file reporting  
beneficial ownership of more than five percent of the class  
of securities described in Item 1; and (2) has filed no  
amendment subsequent thereto reporting beneficial ownership  
of five percent or less of such class.) (See Rule 13d-7).

NOTE: Six copies of this statement, including all exhibits,  
should be filed with the Commission. See Rule 13d-1(a) for  
other parties to whom copies are to be sent.

\*The remainder of this cover page shall be filled out for a  
reporting person's initial filing on this form with respect

to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

Page 1 of 6 Pages

SCHEDULE 13D - AMENDMENT NO. 16

This statement ("Statement") constitutes Amendment No. 14 to the Schedule 13D filed with the Securities and Exchange Commission (the "Commission") on April 7, 1989 (the "Original Filing"), as amended by (i) Amendment No. 1 (the "First Amendment") filed with the Commission on June 5, 1989; (ii) Amendment No. 2 (the "Second Amendment") filed with the Commission on May 18, 1990; (iii) Amendment No. 3 (the "Third Amendment") filed with the Commission on March 1, 1991; (iv) Amendment No. 4 (the "Fourth Amendment") filed with the Commission on April 12, 1991; (v) Amendment No. 5 (the "Fifth Amendment") filed with the Commission on November 27, 1991; (vi) Amendment No. 6 (the "Sixth Amendment") filed with the Commission on April 12, 1993; (vii) Amendment No. 7 (the "Seventh Amendment") filed with the Commission on January 4, 1994; (viii) Amendment No. 8 (the "Eighth Amendment") filed with the Commission on June 29, 1994; (ix) Amendment No. 9 (the "Ninth Amendment") filed with the Commission on August 19, 1994; (x) Amendment No. 10 filed with the Commission on September 14, 1994 (the "Tenth Amendment"); (xi) Amendment No. 11 filed with the Commission on October 26, 1994 (the "Eleventh Amendment"); (xii) Amendment No. 12 filed with the Commission on February 3, 1995 (the "Twelfth Amendment"); (xiii) Amendment No. 13 filed with the Commission on December 4, 1995; (xiv) Amendment No. 14 filed with the Commission on August 8, 1996; and (xv) Amendment No. 15 filed with the Commission on August 26, 1996, concerning the common stock, par value \$.01 per share ("Common Stock"), of Advanced Medical, Inc., a Delaware corporation (the "Issuer"). The Original Filing, the First Amendment, the Second Amendment and the Third Amendment were filed on behalf of Jeffry M. Picower, April C. Freilich and Decisions. The Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment and the Fifteenth

Amendment were, and this Statement is, filed on behalf of Mr. Picower, Ms. Freilich, Decisions and JA Special Limited Partnership, a Delaware limited partnership ("JA Special", and collectively with Mr. Picower, Ms. Freilich and Decisions, "Registrants").

Item 7. Material to Be Filed as Exhibits

The letter Agreement between the Issuer and Mr. Picower (the "Letter Agreement"), a copy of which is attached hereto as Exhibit 29 and incorporated herein by reference, which describes among other things, the terms on which Mr. Picower may provide certain financing ("Financing") to the Issuer in connection with a potential acquisition by the Issuer and its wholly-owned subsidiary IMED Corporation of another corporation and which was previously filed as Exhibit 27 to the Fifteenth Amendment is being refiled because footnote 1 in the Letter Agreement was inadvertently not included in the copy of the Letter Agreement filed as Exhibit 27 to the previous filing.

Exhibit 29 Letter Agreement At Page \_\_\_  
by and between Advanced  
Medical, Inc. and Jeffrey M.  
Picower

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: August 26, 1996

/s/ Jeffrey M. Picower  
Jeffrey M. Picower

/s/ April C. Freilich  
April C. Freilich

DECISIONS INCORPORATED

By: /s/ April C. Freilich

April C. Freilich  
President

JA SPECIAL LIMITED PARTNERSHIP

By: Decisions Incorporated  
General Partner

By: /s/ April C. Freilich  
April C. Freilich  
President

EXHIBIT INDEX

Exhibit 29	Letter Agreement by and between Advanced Medical, Inc. and Jeffrey M. Picower	At Page ___
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ADVANCED MEDICAL, INC.  
9775 Businesspark Avenue  
San Diego, CA 92131

Dear Mr. Picower:

As you know, Advanced Medical, Inc. ("AM") and its subsidiary, IMED Corporation (together with AM, the "Company"), are engaged in discussions regarding a transaction (the "Transaction") to acquire a corporation (the "Target") and will seek to enter into a Merger Agreement in connection therewith (the "Merger Agreement"). Because the Company currently believes that the acquisition by it of the Target at the right price would be beneficial to it, the Company has determined to attempt to obtain commitments from others to provide it with funding resources necessary for it to complete the Transaction if the Company is afforded the opportunity to do so.

The Transaction would require the Company to obtain substantial debt financing from third parties (the "New Debt") and would require the Company to obtain common equity financing of between \$40 and \$65 million (the amount actually requested by AM in accordance herewith being referred to herein as the "Takedown Amount") to provide: (i) amounts that may be applied to the purchase price payable for the Target; (ii) additional working capital requirements resulting from the Transaction; and (iii) related transaction expenses and the cost of other transactions currently contemplated.

AM believes that it is prudent to confirm in writing its ability to procure the Takedown Amount and otherwise engage in the transactions contemplated herein (collectively, the "Additional Financing"). Accordingly, AM has requested that you execute this letter agreement in order to evidence your agreement and obligation to provide the Additional Financing to AM; provided, however, that AM shall be entitled to require you to provide amounts in excess of \$40 million with respect to the Takedown Amount only if such amounts are necessary (in addition to the New Debt) to satisfy the funding requirements contemplated in clauses (i)-(iii) above. This letter also evidences the agreement of AM that proceeds with the Transaction (which it may or may not do in its sole and exclusive discretion), AM will be obligated to utilize the Additional Financing. The Takedown Amount may, at your option, be provided by you directly or through any one or more of your designees.

The Additional Financing will include the following elements:

- The Additional Financing will provide for the purchase of AM common stock from AM at a price of \$3.00 per share for an aggregate purchase price equal to the Takedown Amount.
- You and your affiliates will, pursuant to a written plan of recapitalization (all pursuant to documentation that will reflect that the exchange is pursuant to a plan under Section 368(a)(1)(E) of the Internal Revenue Code of 1986, as amended) transfer the three outstanding notes <F1> (the "Notes") currently held by you and your affiliates in exchange for 29,416,086 shares of AM common stock.
- All accrued interests on the Notes will be paid in cash at the time of the Transfer.
- The Additional Financing will only be required to be provided to AM simultaneously with the closing of the Transaction.

As you know, in light of the circumstances surrounding the Transaction, including those referred to above, there can be no assurance whatsoever that AM will be able, or, even if it is able, will desire, to complete the Transaction. If: (i) AM does not complete the Transaction and request that you provide the Additional Financing as contemplated above, prior to June 30, 1997; or (ii) the Merger Agreement is terminated in accordance with its terms, the obligations hereunder will terminate unless this limitation is waived by the parties hereto in writing.

This letter, when executed by you in the space provided below, will evidence our mutual agreement with respect to the foregoing.

Very truly yours,

ADVANCED MEDICAL, INC.

By: /s/ Joseph W. Kuhn

AGREED AND ACCEPTED:

/s/ Jeffry M. Picower  
Jeffry M. Picower

[FN]

<F1>

The Notes include (i) a \$6 million 7% convertible note issued by AM due January 4, 2001, convertible into 6,024,096 shares of AM common stock; (ii) a \$6.5 million 9% convertible note issued by AM due January 4, 2001, convertible into 10,534,848 shares of AM common stock; and (iii) a \$25 million 7% convertible debenture issued by AM due January 4, 2001, note into 9,523,809 shares of AMI common stock.