

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (“OIG-HHS”) of the Department of Health and Human Services (“HHS”), (collectively, the “United States”); the State of New Jersey, acting through the New Jersey State Attorney General, Medicaid Fraud Control Unit (“State of New Jersey”); FA CV Consultants P.C., Dr. Fadi El-Atat, Dr. Sarah Abdul-Sater (collectively referred to as “Defendants”), and Jennifer Jean (“Relator”) (hereafter collectively referred to as “the Parties”), through their authorized representatives.

### RECITALS

A. FA CV Consultants, P.C. is a medical practice owned and operated by Dr. Fadi El-Atat and Dr. Sarah Abdul-Sater, with offices at 127 Pine Street, Suite 1, Montclair, New Jersey 07042 and 1945 Morris Avenue, Suite 8, Union, New Jersey 07083.

B. On April 16, 2019, Jennifer Jean filed a qui tam action in the United States District Court for the District of New Jersey captioned *United States of America, et al. ex rel. Jennifer Jean v. FA CV Consultants, P.C., et al.*, 19-CV-10555, pursuant to the qui tam provisions of the False Claims Act, 31 U.S.C. § 3730(b) and the New Jersey State False Claims Act, N.J. Stat. § 2A:32C-1 et seq. (the “Civil Action”).

C. The United States and the State of New Jersey contend that Defendants submitted or caused to be submitted claims for payment to the

Medicare Program, Title XVIII of the Social Security Act, 42 U.S.C. §§ 1395-1395lll (“Medicare”) and the Medicaid Program, 42 U.S.C. § § 1396-1396w-5 (“Medicaid”).

D. The United States and the State of New Jersey contend that they have certain civil claims against Defendants arising from the following conduct, by which Defendants caused the submission of false or fraudulent claims to Medicare and Medicaid. From January 1, 2013, to August 31, 2022, Defendants violated the False Claims Act (“FCA”), 31 U.S.C. § 3729 *et seq.* and the New Jersey False Claims Act, N.J.S.A. § § 2A:32C-1 *et seq.*, by knowingly seeking reimbursement for medically unnecessary balance tests, pulmonary function tests, allergy tests, autonomic nervous tests, and cardiology ultrasound tests that were performed on Medicare and Medicaid beneficiaries. That conduct is referred to below as the “Covered Conduct.”

E. This Settlement Agreement does not constitute an admission of liability by Defendants nor is it a concession by the United States or the State of New Jersey that their claims are not well founded.

F. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator’s reasonable expenses, attorneys’ fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and without findings against any party, in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

## TERMS AND CONDITIONS

1. Defendants shall pay \$1,000,000.00 (Settlement Amount), of which \$500,000 is restitution, plus interest on the unpaid Settlement Amount at a rate of 4.125% per annum from May 1, 2023 (“Interest”), according to the following schedule:

- A. Within ten days of the Effective Date of this Agreement, Defendants will make a payment to the United States in the amount of two hundred ninety-six thousand five hundred dollars (\$296,500.00), by electronic funds transfer pursuant to the written instructions to be provided by the United States Attorney’s Office for the District of New Jersey.
- B. Within ten days of the Effective Date of this Agreement, Defendants will make a payment to the State of Jersey in the amount of one hundred and three thousand five hundred dollars (\$103,500.00) by written instructions to be provided by the Office of the Attorney General for the State of New Jersey.
- C. Interest shall accrue on the unpaid settlement amount as indicated in Exhibit A. Collectively the settlement amount and Interest received by the United States and the State of New Jersey shall be referred to as the Settlement Payments.
- D. Over a period of one year from the Effective Date of this Agreement, Defendants will pay the remaining \$600,000, plus Interest, in four installments, pursuant to a payment schedule attached at Exhibit A (“Payments Over Time”). The Settlement Payments shall be made by

electronic funds transfer pursuant to written instructions to be provided by the U.S. Attorney's Office for the District of New Jersey.

E. If Defendants or any of its affiliates is sold, merged, or transferred, or a significant portion of the assets of Defendants or any of its affiliates is sold, merged, or transferred into another non-affiliated entity, Defendants shall promptly notify the United States and the State of New Jersey, and all remaining payments owed pursuant to the Settlement Agreement shall be accelerated and become immediately due and payable.

F. The Settlement Amount may be prepaid, in whole or in part, without penalty or premium.

2. Conditioned upon the United States receiving the Settlement Payments, the United States and the State of New Jersey agree that they shall pay to Relator 18% percent of each such payment received under the Settlement Agreement (Relator's Share), paid by Defendants as soon as feasible after receipt of the payment.

3. Defendants shall pay to Relator's counsel \$73,500.00 for expenses, and attorneys' fees and costs according to the following schedule:

- a. Within ten days of the Effective Date of this Agreement, Defendants will pay \$25,000.
- b. The remaining payments will be made in three equal installments of \$16,166.67 each. The payments will be made on August 1, 2023, November 1, 2023, and February 1, 2024.

- c. Payment will be paid via electronic funds transfer pursuant to written instructions to be provided to Defendants by Relator's counsel.

4. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and subject to Paragraph 17 (concerning default) and Paragraph 18 (concerning bankruptcy) below, and upon the United States' and the State of New Jersey's receipt of the Settlement Amount, plus interest due under Paragraph 1, the United States and the State of New Jersey release Defendants from any civil or administrative monetary claim the United States and the State of New Jersey has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; the New Jersey False Claims Act, N.J. Stat. Ann. § 2A:32C-1, *et seq.*; or the common law theories of payment by mistake, unjust enrichment, and fraud.

5. Subject to the exceptions in Paragraph 6 below, and subject to Paragraph 17 (concerning default) and Paragraph 18 (concerning bankruptcy) below, and upon the United States' and the State of New Jersey's receipt of the Settlement Amount, plus interest due under Paragraph 1, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Defendants from any civil monetary claim the Relator has on behalf of the United States and the State of New Jersey for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733 and the New Jersey False Claims Act, N.J. Stat. Ann. § 2A:32C-1, *et seq.* related to the Civil Action.

6. Notwithstanding the releases given in Paragraphs 4-5 of this, or any other term of this Agreement, the following claims and rights of the United States and the State of New Jersey are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code) and New Jersey tax laws;
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability or enforcement right, including mandatory or permissive exclusion from Federal and state health care programs;
- d. Any liability to the United States and the State of New Jersey (or their agencies) for any conduct other than the Covered Conduct;
- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals, except for Drs. El-Atat and Abdul-Sater.

7. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B) and N.J. Stat. Ann. § 2A:32C-6. Conditioned upon Relator's receipt of the Relator's Share, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States and the States of New Jersey, their agencies, officers, agents, employees, and servants,

from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, N.J. Stat. Ann. § 2A:32C-6, and N.J. Stat. Ann. § 2A:32C-7, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

8. Relator, for herself and for her, successors, attorneys, agents, and assigns, releases Defendants, and its officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, and upon receipt of \$73,500 described in paragraph 3, releases Defendants, and their officers, agents, and employees from any liability under 31 U.S.C. § 3730(d) and N.J. Stat. Ann. § 2A:32C-8 for expenses or attorneys' fees and costs.

9. Defendants waive and shall not assert any defenses Defendants may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

10. Defendants fully and finally release the United States and the State of New Jersey, and their agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the United States or the State of New Jersey, their agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' and the State of New Jersey's investigation or prosecution thereof.

11. Defendants fully and finally release the Relator and Relator's counsel from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the Relator and Relator's counsel, related to the Civil Action and the Relator and Relator's counsel's investigation and prosecution thereof.

12. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier) or any state payer, related to the Covered Conduct; and Defendants agree not to resubmit to any Medicare contractor or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

13. Defendants agree to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395lll and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement and any related deferred prosecution agreement;



- (2) the United States' audit(s) and civil and criminal investigation(s) of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement and any deferred prosecution agreement;
- (5) the payment Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorneys fees

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program (FEHBP) (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Defendants, and Defendants shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Defendants or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Defendants further agree that within 90 days of the Effective Date of this

Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Defendants or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs.

Defendants agree that the United States and the State of New Jersey, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States and the State of New Jersey reserve their rights to disagree with any calculations submitted by Defendants or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States or the State of New Jersey to audit, examine, or re-

examine Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

14. Defendants agree to cooperate fully and truthfully with the United States' and the State of New Jersey's investigation of individuals and entities not released in this Agreement. Upon reasonable notice, Defendants shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Defendants further agree to furnish to the United States and the State of New Jersey, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control, if any, concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

15. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 16 (waiver for beneficiaries paragraph), below.

16. Defendants agree that they waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

17. The Settlement Amount represents the amount the United States is willing to accept in compromise of its civil claims arising from the Covered Conduct.

a. In the event that Defendants fail to pay the Settlement Amount as provided in the payment schedule set forth in Paragraph 1 above, Defendants shall be in Default of Defendants' payment obligations ("Default"). The United States will provide a written Notice of Default, and Defendants shall have an opportunity to cure such Default within seven (7) calendar days from the date of receipt of the Notice of Default by making the payment due under the payment schedule and paying any additional interest accruing under the Settlement Agreement up to the date of payment. Notice of Default will be delivered to Defendants, or to such other representative as Defendants shall designate in advance in writing. If Defendants fail to cure the Default within seven (7) calendar days of receiving the Notice of Default and in the absence of an agreement with the United States to a modified payment schedule ("Uncured Default"), the remaining unpaid balance of the Settlement Amount shall become immediately due and payable, and interest on the remaining unpaid balance shall thereafter accrue at the rate of 12% per annum, compounded daily from the date of Default, on the remaining unpaid total (principal and interest balance).

b. In the event of Uncured Default, Defendants agree that the United States, at its sole discretion, may (i) retain any payments previously made, rescind this Agreement and pursue the Civil Action or bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 4 above, with any recovery reduced by the amount of any payments previously made by Defendants to the United States under this Agreement; (ii) take any action to enforce this Agreement

in a new action or by reinstating the Civil Action; (iii) offset the remaining unpaid balance from any amounts due and owing to Defendants and/or affiliated companies by any department, agency, or agent of the United States at the time of Default or subsequently; and/or (iv) exercise any other right granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. The United States shall be entitled to any other rights granted by law or in equity by reason of Default, including referral of this matter for private collection. In the event the United States pursues a collection action, Defendants agrees immediately to pay the United States the greater of (i) a ten-percent (10%) surcharge of the amount collected, as allowed by 28 U.S.C. § 3011(a), or (ii) the United States' reasonable attorneys' fees and expenses incurred in such an action. In the event that the United States opts to rescind this Agreement pursuant to this paragraph, Defendants waive and agree not to plead, argue, or otherwise raise any defenses of statute of limitations, laches, estoppel or similar theories, to any civil or administrative claims that are (i) filed by the United States against Defendants within 120 days of written notification that this Agreement has been rescinded, and (ii) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of the Agreement. Defendants agree not to contest any offset, recoupment, and /or collection action undertaken by the United States pursuant to this paragraph, either administratively or in any state or federal court, except on the grounds of actual payment to the United States.

c. In the event of Uncured Default, OIG-HHS may exclude Defendants from participating in all Federal health care programs until Defendants pay the

Settlement Amount, with interest, as set forth above (Exclusion for Default). OIG-HHS will provide written notice of any such exclusion to Defendants. Defendants waive any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agree not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion, Defendants wish to apply for reinstatement, they must submit a written request for reinstatement to OIG-HHS in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Defendants will not be reinstated unless and until OIG-HHS approves such request for reinstatement. The option for Exclusion for Default is in addition to, and not in lieu of, the options identified in this Agreement or otherwise available.

18. In exchange for valuable consideration provided in this Agreement, Defendants and Relator acknowledge the following:

a. Defendants have reviewed their financial situation and warrant that they are solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I) and shall remain solvent following payment to the United States of the Settlement Amount.

b. In evaluating whether to execute this Agreement, the Parties intend that the mutual promises, covenants, and obligations set forth herein constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(c)(1), and the Parties conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange.

c. The mutual promises, covenants, and obligations set forth herein are intended by the Parties to, and do in fact, constitute a reasonably equivalent exchange of value.

d. The Parties do not intend to hinder, delay, or defraud any entity to which Defendants were or became indebted to on or after the date of any transfer contemplated in this Agreement, within the meaning of 11 U.S.C. § 548(a)(1).

e. If any of Defendants' payments or obligations under this Agreement are avoided for any reason (including but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code) or if, before the Settlement Amount is paid in full, Defendants or a third party commences a case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors seeking any order for relief of Defendants' debts, or to adjudicate Defendants as bankrupt or insolvent; or seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of Defendants' assets:

(i) the United States may rescind the releases in this Agreement and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the releases provided in Paragraph 4 above;

(ii) the United States has an undisputed, noncontingent, and liquidated allowed claim against Defendants in the amount of \$3,000,000.00 less any payments received pursuant to Paragraph 1 of this Agreement, provided, however, that such payments are not otherwise avoided and recovered from the

United States by Defendants, a receiver, trustee, custodian, or other similar official for Defendants;

(iii) if any payments are avoided and recovered by a receiver, trustee, creditor, custodian, or similar official, the United States shall not be responsible for the return of any amounts already paid by the United States to the Relator; and

(iv) if, notwithstanding subparagraph (iii), any amounts already paid by the United States to the Relator pursuant to Paragraph 2 are recovered from the United States in an action or proceeding filed by a receiver, trustee, creditor, custodian, or similar official in or in connection with a bankruptcy case that is filed within two years of the Effective Date of this Agreement or of any payment made under Paragraph 1 of this Agreement, Relator shall, within thirty days of written notice from the United States to the undersigned Relator's counsel, return to the United States all amounts recovered from the United States.

f. Defendants agree that any civil and/or administrative claim, action, or proceeding brought by the United States under Paragraph 18.e is not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) because it would be an exercise of the United States' police and regulatory power. Defendants shall not argue or otherwise contend that the United States' claim, action, or proceeding is subject to an automatic stay and, to the extent necessary, consents to relief from the automatic stay for cause under 11 U.S.C. § 362(d)(1). Defendants waive and shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claim, action, or proceeding brought by the United States within 120 days of written



notification to Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date of the Agreement.

19. Upon receipt of the first payment described in Paragraph 1, above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

20. Except as provided in Paragraph 3, above, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

21. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

22. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of New Jersey. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

23. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

24. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

25. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

26. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

27. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

28. All Parties consent to the United States' and the State of New Jersey's disclosure of this Agreement, and information about this Agreement, to the public.

29. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

**THE UNITED STATES OF AMERICA**

PHILIP R. SELLINGER  
UNITED STATES ATTORNEY

DATED: 4/27/2023

BY:   
Kruti D. Dharia  
Assistant United States Attorney  
District of New Jersey


DATED: 4/21/2023

BY: LISA M. RE/RMP  
LISA M. RE  
Assistant Inspector General for Legal Affairs  
Office of Counsel to the Inspector General  
Office of Inspector General  
U.S. Department of Health and Human Services

**STATE OF NEW JERSEY**

MATTHEW J. PLATKIN  
ATTORNEY GENERAL FOR THE STATE OF  
NEW JERSEY

DATED: 4/27/2023

BY:   
Charisse M. Penalver  
~~Deputy~~ Attorney General authorized by  
Al Garcia  
Assistant Attorney General  
Interim Insurance Fraud Prosecutor  
Office of The Insurance Fraud Prosecutor  
Medicaid Fraud Control Unit

FA CV Consultants, P.C., Dr. Fadi El-Atat, Dr. Sarah Abdul-Sater

DATED: 4/24/23

BY: 

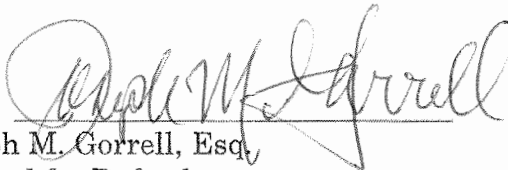
Dr. Fadi El-Atat  
On behalf of himself and FA CV Consultants, P.C.

DATED: 4/24/23

BY: 

Dr. Sarah Abdul-Sater  
On behalf of herself and FA CV Consultants, P.C.

DATED: 4/24/23

BY: 

Joseph M. Gorrell, Esq.  
Counsel for Defendants

JENNIFER JEAN - RELATOR

DATED: 4/26/2023

BY: Jen Jean  
Jennifer Jean

DATED: 4/26/23

BY: Timothy Granitz  
Timothy Granitz, Esq.  
Counsel for Jennifer Jean

**EXHIBIT A**

<b>Payment Due Date</b>	<b>Payment Due</b>	<b>4.125% Interest</b>	<b>Principal</b>	<b>Balance</b>
				\$600,000.00
8/1/2023	\$156,238.36	\$6,238.36	\$150,000.00	\$450,000.00
11/1/2023	\$154,678.77	\$4,678.77	\$150,000.00	\$300,000.00
2/1/2024	\$153,119.18	\$3,119.18	\$150,000.00	\$150,000.00
5/1/2024	\$151,525.68	\$1,525.68	\$150,000.00	--
<b>Total</b>	<b>\$615,561.99</b>	<b>\$15,561.99</b>	<b>\$600,000.00</b>	<b>--</b>